



# **RESOLUTION No. 19-439**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING EXECUTION OF A RENEWAL PERSONAL SERVICES CONTRACT WITH NEVADA COUNTY SUPERINTENDENT OF SCHOOLS (NCSOS) FOR THE PROVISION OF FAMILY SUPPORT AND SELF-SUFFICIENCY SERVICES IN WESTERN NEVADA COUNTY IN THE MAXIMUM AMOUNT OF \$473,839 FOR THE CONTRACT TERM OF JULY 1, 2019 THROUGH JUNE 30, 2020**

WHEREAS, Social Services wishes to renew the contract with the Nevada County Superintendent of Schools for the continuation of services related to the provision of Family Support, and Self-Sufficiency services in Western Nevada County; and

WHEREAS, the overall objective of this contract is to provide a coordinated array of services that will assist needy families so children can be cared for in their own homes, reduce family dependency by promoting job preparation, work skills, increasing self-sufficiency and to encourage the formation and maintenance of stable parental caretakers.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Contract by and between the County and Nevada County Superintendent of Schools pertaining to the provision of Family Support and Self-Sufficiency services in Western Nevada County in the maximum amount of \$473,839 for the contract term of July 1, 2019 through June 30, 2020 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50105-494-5001/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 13th day of August, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

8/13/2019 cc: DSS\*  
AC\* (Hold)

8/19/2019 cc: DSS\*  
AC\* (Release)  
NCSoS

**PERSONAL SERVICES CONTRACT**

Health and Human Services Agency  
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**NEVADA COUNTY SUPERINTENDENT OF SCHOOLS (NCSOS)**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Family Support and Self-Sufficiency Services in Western Nevada County.**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$ 473,839  
(§3) **Contract Beginning Date:** 07/01/2019 **Contract Termination Date:** 06/30/2020  
(§4) **Liquidated Damages:** N/A

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6)	<b>Commercial General Liability</b> (\$2,000,000)	<u>X</u>	<u>      </u>
(§7)	<b>Automobile Liability</b>	<u>X</u>	<u>      </u>
	(\$ 300,000) Personal Auto <u>      </u> (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy <u>      </u>		
(§8)	<b>Workers' Compensation</b>	<u>X</u>	<u>      </u>
(§9)	<b>Errors and Omissions</b> (\$1,000,000)	<u>      </u>	<u>X</u>

**LICENSES**

Designate all required licenses:

(§14) N/A

**NOTICE & IDENTIFICATION**

(§33) <b>Contractor:</b>	<b>County of Nevada:</b>
<b>Nevada County Superintendent of Schools</b>	950 Maidu Avenue
380 Crown Point Circle	Nevada City, California 95959
Grass Valley, California 95945	
Contact Person: Scott W. Lay	Contact Person: Tex Ritter
Phone: (530)478-6400	Phone: (530) 265-7077
E-mail: slay@nevco.org	E-mail: Tex.Ritter@co.nevada.ca.us
<b>Funding:</b> 1589-50105-494-5001/521520	CFDA No.: <u>93.558</u>
	CFDA Agreement No.: <u>CEC-29-2017</u>

**Contractor is a:** (check all that apply)

Corporation:	<u>      </u> Calif.	<u>X</u> Other	<u>      </u> LLC	<u>      </u> Non-profit
Partnership:	<u>      </u> Calif.	<u>      </u> Other	<u>      </u> LLP	<u>      </u> Limited
Person:	<u>      </u> Indiv.	<u>      </u> DbA	<u>      </u> Ass'n	<u>      </u> Other

**EDD:** Independent Contractor Worksheet Required:        Yes X No

**ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<u>X</u>	<u>      </u>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>X</u>	<u>      </u>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>      </u>	<u>X</u>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<u>      </u>	<u>X</u>
<b>Exhibit E: Uniform Administrative Requirements</b> (CFDA-Funded)	<u>      </u>	<u>X</u>



### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### **1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### **2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

### Time for Performance

#### **3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

#### **4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### **5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

#### **6. Commercial General Liability Insurance:** (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:



- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Workers' Compensation:** (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then



Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

#### **11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

### **Personal Services**

#### **12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

#### **13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any





other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**15. Certificate of Good Standing:**

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

**16. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

**17. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**18. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

**19. Drug-Free Workplace:**

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any

property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

**20. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**21. Conflict of Interest:**

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

**22. Political Activities:**

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

**23. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

**Default and Termination**

**24. Termination:**

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of



California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

#### **25. Suspension:**

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

### **Miscellaneous**

#### **26. Financial, Statistical and Contract-Related Records:**

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

#### **27. Non- Profit Provisions:**

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

##### **a. Reporting Requirements:**

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which

was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

**b. Supplemental Audit Provisions:**

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

**28. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**29. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**30. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**31. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

**32. Confidentiality:**

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.





Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

**33. Notices:**

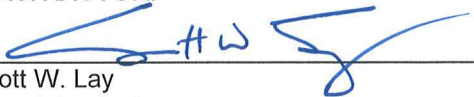
This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**34. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.


**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**CONTRACTOR:**

  
\_\_\_\_\_  
Scott W. Lay  
Superintendent

Dated: 8/8/19

**COUNTY OF NEVADA:**

  
\_\_\_\_\_  
Richard Anderson  
Chair, Board of Supervisors

Dated: 8/13/2019

Attest:   
\_\_\_\_\_  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors



**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**Nevada County Superintendent of Schools (NCSOS)**

This agreement is entered into by and between the Nevada County Department of Social Services CalWORKs Program and the Nevada County Superintendent of Schools (NCSOS-PARTNERS Family Resource Centers) for the purpose of providing family support and self-sufficiency services in Western Nevada County.

**PROGRAM OVERVIEW**

CalWORKs services are funded by a State Single Allocation. The intent of the funds is to provide assistance to needy families so children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and positive interpersonal relationships; and to encourage the formation and maintenance of stable parental caretakers.

Established by AB 74, Family Stabilization (FS) is a component of the CalWORKs program that provides intensive case management and services to eligible clients and is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in Welfare-to-Work (WTW) activities. CalWORKs recipients are eligible to participate in FS if a county determines that a family is experiencing an identified situation and/or crisis that is destabilizing the family and interferes with adult clients' ability to participate in WTW activities and services.

To qualify for Family Stabilization, the client, and/or members of the family, must be experiencing an identified situation or crisis that is destabilizing the family and interfering with successful participation in WTW activities and services. A situation or a crisis that is destabilizing the family may include, but is not limited to, homelessness or imminent risk of homelessness, legal problems, learning disabilities, a lack of safety due to domestic violence, or untreated or under treated behavioral needs, including mental health or substance abuse related needs. Eligibility may also be defined as "not making progress" in obtaining a job or holding steady employment due to a crisis situation in the family. Sanctioned clients will be encouraged to participate in FS services.

FS is funded through the Temporary Assistance for Needy Families block grant and may only be used for non-medical services. FS does not alter the extent of services that can be offered through the mental health and substance abuse allocations.

The CalWORKs Housing Support Program is a funding source designed to provide housing and rental assistance to CalWORKs families who are experiencing homelessness. The Housing Support Program (HSP) provides funding to help up to forty (40) homeless CalWORKs families to establish permanent housing through rental assistance. Nevada County implements this program as an extension of the successful Family Stabilization partnership with the Family Resource Centers (FRC).

FRC Case Managers will assist the CalWORKs clients to secure appropriate housing based on location, family size, safety and other relevant factors. The FRC Case Managers will assist clients to identify units that meet the needs of each family for safe and adequate housing, and to



communicate with potential landlords and complete rental applications. They will work with the clients to identify potential housing barriers (move-in costs, legal, debt, criminal record issues) and to remove these barriers through Family Stabilization. They will assist the client in completing the Tenant Based Rental Assistance application and schedule the housing unit inspection for both programs.

Each case manager will work with each client to develop a realistic budget and plan for transitioning off of HSP assistance within the prescribed timeframe. They will assist the client to complete a lease agreement which may include an addendum that describes the length and amount of rental subsidy that will be paid by the Housing Support Program. The CalWORKs Program Manager will review and approve each HSP funding request prior to finalizing agreements with landlords. The Superintendent of Schools Office will then issue the payments, on behalf of the approved recipients, directly to the landlords of the rented units for the duration of the agreement. The rental subsidy amount and duration will be determined on a case by case basis, considering the family's unique situation, with the CalWORKs Program Manager having final approval. We anticipate each subsidy to range from one to six months, but may be extended on a case by case basis, with approval from the CalWORKs Program Manager. The duration of each service will be determined by considering all factors, including but not limited to, the parents' employability, substance abuse or domestic violence issues in the household, and potential health and disability issues.

After the housing support ends, the family may continue to be eligible for Family Stabilization services for up to six additional months if needed. The FS Case Managers can assist the landlord and tenant with minor disputes or may make a referral to mediation services. The CalWORKs Case Manager, FS Case Manager and Employment Specialist assigned to each client will work together to ensure the best possible outcome for each family.

In the past several years, the Department of Social Services has had great success in coordinating with local Family Resource Centers to provide health and human services to Nevada County families. Each Family Resource Center is identified closely with members of their community and is able to provide a full array of services to support families and children. All of our Nevada County FRCs improve outcomes for families in our community by creating a physical space and a coordination system for service delivery and resource connection. FRCs leverage community resources to provide an extensive, coordinated array of services, activities, and learning opportunities for children, parents, caregivers, and families. Community Services Liaison provide on-site services to students and families accessing the center, including resource and referral, information, and informal support, with the goal of increasing self-sufficiency.

In addition to Family Stabilization, CalWORKs provides an array of supportive services to WTW participants to assist in the removal of barriers that may impede their successful participation in WTW activities including: child care, transportation, food, homeless/shelter assistance, and domestic abuse, mental health, and substance abuse services. The FS Program offers intensive case management that encompasses the whole family unit. With more intensive and specialized services, it is expected that families served under the FS Program will be able to move more quickly into the workforce.

Contractor agrees to provide the following services:

- Provide intensive case management and services to referred CalWORKs clients who are experiencing an identified situation or crisis (including homelessness) through all three FRC locations. These locations will serve families living in Eastern and Western Nevada County.
- Ensure that the Case Managers have training, skills and experience in providing case management to families and individuals in crisis, Motivational Interviewing, and trauma informed care.
- Serve up to 32 families at a time
- Attempt to contact each referred client within 24 hrs of referral. Make 3-5 contact attempts in the first 10 working days, if no contact is successfully made after 3 weeks, including at least one home visit if the client has a known address, Contractor will refer client back to CalWORKs Employment Services staff.
- Schedule a face to face intake appointment with each referred client as soon as possible to assess the stability of the family's living situation, physical and emotional health, and safety.
- Work with the client to develop a customized Family Stabilization Plan that identifies and plans to resolve the family's immediate need/crisis as well as identifies longer term goals. Developing the plan may also include direct communication and/or coordination with other case managers or service providers involved in the client's life to ensure consistency and cohesion in the family's goals and activities to reach those goals.
- Work closely with WTW staff to review any existing WTW plan to determine whether the WTW plan should continue or if it requires modification based on the client's FS assessment.
- Submit the FS Plan to the CalWORKs Employment Services staff for approval prior to taking action on the plan.
- Once the FS Plan is approved, the FS Case Managers will:
  - Provide intensive case management and prompt referrals to appropriate services
  - Assist clients with the completion of forms, collection documents and other paperwork as needed.
  - Arrange supportive services (warm hand off) on behalf of the client as needed
  - Ensure that clients and their families are aware of, have access to, and have the tools to access service providers in the community.
  - Reduce the chance of reoccurring crises.
  - Enhance the family's ability to resolve issues.
  - Provide supportive counseling as needed, in-home or at another location if the client is unable to travel to the Family Resource Center.
- Develop a household budget with each FS client who requests Family Stabilization funds to ensure FS fund requests are reasonable and address the family's most critical needs.
- Submit Funding Requests to the CalWORKs Program Manager on behalf of clients to address each family's immediate needs identified in the Family Stabilization Plan.
- Make payments on behalf of clients to various payees, including monthly rental payments to property owners/managers, as approved by the CalWORKs Program Manager.
- Maintain frequent and supportive contact with each family, ranging from weekly to monthly, depending on the level of need and the progress the family is making in the FS program. Contact will be completed via phone, office visit, and home/site visit as appropriate until the FS crisis is resolved and/or the case is referred back to the CalWORKs Employment Services staff.



- Act as an advocate or liaison between the CalWORKs client and housing resources including property managers, landlords, etc. to assist families to identify and secure appropriate permanent housing.
- Assist CalWORKs clients to complete applications and gather/submit documentation for FS, HSP and TBRA funding requests as needed.
- Participate in the Nevada County Multi-Disciplinary Housing Case Management Meetings (Housing Resource Team (HRT)) for case management and coordination (pending HMIS licensure to be provided by the county).
- Identify and develop connections with landlords to assist CalWORKs and the Housing Resource Team gain enrollment of additional landlords and property managers willing to participate in the HSP permanent housing placements. Participate in the Nevada County Continuum of Care Meetings.
- Coordinate housing inspections with County Housing and Community Services (CHCS) staff to ensure rental units funded through HSP, CalWORKs Permanent Housing Assistance and/or TBRA are safe and appropriate for the family.
- Check in monthly with HSP families after their FS plan has ended, until the HSP file is closed
- Document all contacts with clients, all referrals and direct contacts with service providers in the client's case file.
- Monitor the family's FS Plan to evaluate whether the crisis or situation continues to impair the client's ability to participate in WTW activities, or if the family's situation is stable enough to allow engagement in concurrent or full WTW activities.
- Make every effort to engage families who are not making adequate progress.
- Recommend to CalWORKs Employment Services staff necessary changes to the FS Plan to improve the family's success in meeting their FS goals.
- If a client is not complying with their FS plan or making progress towards FS plan goals, make a minimum of three attempts to resolve participation issues. After exhausting attempts to assist non-complying clients, including at least one home visit, inform CalWORKs Employment Services staff of client's non-compliance.
- Notify CalWORKs Employment Services staff when the family's situation is stable enough to allow engagement in concurrent or full WTW activities.
- Meet with CalWORKs Employment Services staff monthly to review attendance records and progress reports for each FS family.
- Submit monthly reports to CalWORKs case managers for each FS family
- Allow access to all client case files for case reviews and quality assurance.
- Updated outreach materials of available county and community services available to FS families.
- Supply all applicants for services, and all participants for any outreach activity, a Voter Registration Form to fill out.

FS services are intended to be short-term; therefore, when a client continues to need FS services after 120 days, extending the FS Plan will require approval from the CalWORKs Program Manager.

Family Stabilization Funding Requests on behalf of clients can be made for the following interventions. All Funding Requests must be approved by the CalWORKs program manager prior to authorizing payment.

- Treatment for family members, if the situation interferes with client's ability to participate in WTW activities and treatment is not covered by Medi-Cal.
- Intensive day treatment, non-medical outpatient drug free treatment, and residential treatment not covered by MediCal or other available funding sources.
- Housing related needs including emergency shelter, costs related to maintaining or acquiring transitional or permanent housing.
- Court fees or debts that are affecting the client's ability to obtain stable housing or participate in WTW activities.
- Legal issues related to criminal record expunction.
- Other upon request

HSP funding requests may be made on behalf of CalWORKs families that meet the Housing Support Program criteria as follows:

- The family is currently homeless per CDSS definition
- The rental unit may be legally occupied (no illegal units)
- The rental unit is determined to be safe and appropriate by FRC staff and as needed with CHCS.
- The funding request may combine TBRA (security deposit assistance) and HSP (rental assistance) for up to 6 months. A household budget and plan must be submitted along with the funding request to show how the family plans to take over rental payments after the approved timeframe ends.
- A request to extend the rental assistance may be submitted if the family's circumstances change and further assistance is determined to be warranted.

The duration of each rental subsidy will be determined on a case by case basis, dependent upon the family's needs and level of barriers. The average duration is anticipated to be 6 months.

Families receiving rental assistance will be strongly encouraged to save a pre-determined amount of money each month as part of their budgeting and planning goals, may be required to contribute a pre-determined amount toward their rental payment, and they may be required to participate in either family stabilization or employment related activities as identified in a Family Stabilization Plan or Welfare to Work Plans agreed upon and signed by the client.. In order to preserve the reputation of the program and to maintain good will with the landlords, clients who fail to meet requirements will be offered more intensive case management, the Housing Stabilization Program will not stop contracted rental payments during the agreed time period.

The following issues are not funded through Family Stabilization and should be referred to the client's Employment and Training Worker for assistance:

- Transportation related expenses
- Parenting classes
- Clothing for interviews or work
- Childcare needs



- Vocational Education related expenses
- High School Equivalency/GED testing
- Mental health or Substance abuse treatment for the WTW participant

Additional Contractor Responsibilities:

- Assurance of Compliance with Confidentiality - Contractor shall hold CalWORKs related information confidential as directed and applies in State Welfare and Institutions Code Section 10850, California State Department of Social Services, Policies and Procedures Manual, Division 19-000 and Civil Code Section 56.10. Contractor will provide certification that staff received Confidentiality training within 60 days of contract initiation.
- Assurance of Compliance with Non-Discrimination/Civil Rights. Contractor agrees to provide certification to Nevada County Department of Social Services within 60 days of contract initiation as to how and when staff received Civil Rights training.
- Contractor shall submit a total of two press releases to media outlets (local newspaper, radio, newsletter, etc.) one for each Fiscal Year of this contract, describing project success and the partnership with the Nevada County Department of Social Services.
- Submit quarterly reports by the 10<sup>th</sup> of the month following the reporting quarter including the statistics requested by the CalWORKs Program Manager related to the FS14 Quarterly Report required by the California DSS.
- Assurance of Compliance with Confidentiality – See Attachment 1

County's Responsibilities shall include the following:

- Refer eligible CalWORKs participants to Contractor as appropriate.
- Be available for case consultations to help resolve non-compliance issues.
- Approve FS service funding requests within 24hrs whenever possible.
- Determining the next appropriate step(s) to be taken when a FS client is non-compliant with the FS Plan, which could include a program exemption, initiating the WTW non-compliance process, a face to face interview with the client/family, and/or considering whether FS services remain appropriate for the client or if the client is able to participate in other WTW activities.
- Meet monthly with FS staff to review cases and coordinate services.
- Review quarterly reports from Contractor and submit FS14 Quarterly Report to CDSS.
- Maintain ongoing communication and coordination with Contractor as needed regarding family stabilization services and for problem solving discussions.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**NEVADA COUNTY SUPERINTENDENT OF SCHOOLS**

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Agreement and as described in Exhibit A, a maximum amount not to exceed \$473,839 for the contract term of July 1, 2019 through June 30, 2020.

The maximum obligation of this Contract is contingent and dependent upon final approval of the State budget and County's receipt of anticipated allocations under the CalWORKs Program.

**CONTRACT EXPENDITURE BREAKDOWN**

DESCRIPTION	Fiscal Year 2019/20
1) Personnel Expenses: Salaries and benefits for 3.25 FTE Family Stabilization Case Managers; .25FTE Countywide Coordinator; .25FTE Business Services Support Staff	254,451
2) Travel	\$1,200
3) Supplies/materials/copying/occupancy/phone	\$4,565
4) Family Stabilization Services not covered by WTW/Medi-Cal/Behavioral Health/Community Services	\$40,000
5) Housing Support Program rental assistance payments on behalf of families	\$154,048
6) Administrative Expenses for Housing Support Program (8% of Personnel/Travel/Supplies, excludes participant support costs)	\$19,575
<b>Total Contract Expenses</b>	<b>\$473,839</b>

Note: Changes to the line items as detailed above in excess of ten percent (10%) shall be submitted in advance for approval by the Director of Social Services or designee who at sole discretion shall determine if the change in the operating budget will continue to meet the outcomes of the contract.

**BILLING AND PAYMENT** Contractor shall submit to County by the 20<sup>th</sup> of each month following the month services were rendered. Each invoice shall include:

- Billing period covered
- Resolution Number assigned to the approved contract
- Supporting documentation if required
- Dates/Months services were rendered
- Dates/Month funding requests were issued

Excel List from Smartsheet of funding requests paid for time period along with Excel Accounts Payable list with Case # of participant with first and last initial  
Invoices are to be submitted to:

HHSA  
Attn: DSS Fiscal  
950 Maidu Avenue  
Nevada City, California 95959

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services as detailed previously. Should there a discrepancy on the invoice, said invoice will be returned to Contractor for correction and/or additional supporting documentation. Payments will be made in accordance with County processes once an invoice has been approved by the department.

Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

**BILLING PROCESS EXCEPTION**

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the twentieth of July.



## ATTACHMENT 1

### CONFIDENTIALITY AGREEMENT

Contractor shall not duplicate, disseminate or disclose Personally Identifiable Information (PII) except as allowed in this agreement. This agreement applies to any written, oral or electronic PII obtained from, or provided by, the County for the purpose of administering the CalWORKs Welfare to Work program. This information includes all written, oral, visual and printed applicant/recipient records, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations Section 50111 and 51009.)

#### Definitions

For the purposes of this agreement, the following terms mean:

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes; to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **"County staff"** means those contractor employees, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information that is obtained through the MEDS or IEVS on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. The PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the contractor, county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.



6. "Secure Areas" means any area where:
- Contractor staff assist in the administration of their program;
  - Contractor staff use or disclose PII; or
  - PII is stored in paper or electronic format.

Contractor agrees to:

1. Use or disclose PII obtained from the County only to perform administrative functions related to administering employment or social services to the County's clients. Access to PII shall be restricted to Contractor staff who need to perform their official duties to assist in the administration of the program.
2. Use or disclose PII as permitted by the CDSS Privacy and Security Agreement and only to assist in the administration of programs in accordance with 45 CFR 205.50 et seq and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosure which are authorized or required by law, such as a court order, or are made with the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing to County. No Contractor staff shall duplicate, disseminate or disclose PII except as allowed in the Agreement.
3. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PII other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
4. Ensure regular and sufficient training, including onboard training to all newly hired staff within 30 days, annual refresher training, and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's employees or workforce members who use or disclose PII (in any form) to assist in the performance of functions or activities under this contract; and discipline such workforce members and employees who violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for three years beyond the end of this contract and made available to County for inspection if requested.
5. Ensure that all Contractor staff sign a confidentiality statement. Confidentiality statements shall be signed by Contractor staff prior to accessing PII and annually thereafter. The statements shall include at a minimum:
  - a. General Use;
  - b. Security and Privacy Safeguards;

- c. Unacceptable Use; and
- d. Enforcement Policies.

Statements shall be retained for a period of three years beyond the end of this contract and made available to County for inspection if requested.

- 6. Conduct a background screening of Contractor staff before they may access PII. The background screening should be commensurate with the risk and magnitude of harm Contractor staff could cause. More thorough screening shall be done for those staff who are authorized to bypass significant technical and operational security controls.

Background screening documentation shall be retained for each staff for a period of three (3) years following termination of this Agreement.

- 7. Secure all areas of facilities where Contractor staff use, disclose or store PII including:
  - a. Ensure procedures and controls are in place to promptly revoke access to the facility from terminated employees.
  - b. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices.
  - c. Using all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of or viewing PII.
  - d. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
    - i. Properly coded key cards
    - ii. Authorized door keys
    - iii. Official Identification
- 8. Secure all devices which are used to access PII including:
  - a. Encrypted workstations, laptops, mobile devices and removable media using FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption system must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
  - b. Encrypt electronic files containing PII when stored on any mobile device or removable media to same standards as above.
  - c. Install and actively use antivirus software solutions on all workstations, laptops and other systems which process and/or store PII.
  - d. Apply all critical security patches within thirty (30) days of vendor release to all workstations, laptops or other systems which process and/or store PII.
  - e. Implement a policy to ensure the integrity of individual staff's passwords used to access PII.
  - f. Destroy all PII that is no longer needed using a method consistent with NIST SP800-88, Guidelines for Media Sanitation, such that the PII cannot be retrieved.
  - g. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and



Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- h. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
9. Contractor may ensure its compliance with the following administrative, technical and physical safeguards through the system that it obtains access to PII, including County's Statewide Automated Welfare System Consortium, C-IV Consortium, with prior verification and approval of County:
- A. Critical security patch management must be applied on all workstations, laptops and other systems, which process and/or share PII with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At maximum, all applicable patches deemed as critical are installed within thirty (30) days of vendor release.
  - B. All contract workforce members and employees must be issued a unique user name for accessing PII which are promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. The following provision shall apply:
    - a. Passwords are not shared.
    - b. Passwords must be at least eight (8) characters long.
    - c. Passwords must be a non-dictionary word.
    - d. Passwords must be stored in readable format on the computer or server.
    - e. Passwords must be changed every ninety (90) days or less.
    - f. Passwords must be changed if revealed or compromised.
    - g. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      - i. Upper case letters (A-Z)
      - ii. Lower case letters (a-z)
      - iii. Arabic numerals (0-9)
      - iv. Special Characters (!, @, #, etc.)
  - C. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
  - D. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
  - E. The systems providing access to PII must display a warning banner stating , at minimum that data is confidential, systems are logged, system use is for business purposes only for authorizes users and users shall log off the system immediately if they do not agree with these statements.

- F. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail i) be date and time stamped, ii) log both successful and failed accesses, iii) be read-access only and iv) be restricted to authorized users. Databases that store POII shall have database logging functionality that is enabled and audit trails shall be retained for three years beyond the end of this contract and made available to County for inspection if requested.
- G. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- H. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion including website access, file transfer and email.
- I. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- J. Contractor must ensure audit control mechanisms are in place. All systems processing and/or storing PII must have at least an annual system risk assessment/security that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Reviews should include vulnerability scanning tools. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data. When the Contractor, County or DHCS suspects MEDS usage anomalies, the Contractor will work with the County or DHCS to investigate the anomalies and report conclusions of such investigations and remediation to County.
- K. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression. Contractor



shall have established documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups. The procedures shall include storing backup's offsite. The procedures shall ensure an inventory of backup media. Contractor shall have established documented procedures to recover PII data which shall include an estimated amount of time needed to restore the PII data.

10. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the contractor staff can remove and/or transport PII from the Contractor's premises for identified routine businesses purposes only, as well as the physical security requirements during transport. This should be included in training due to the nature of the risk.

Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing. The PII must not be removed from the premises of Contractor, except for identified routine business purposes or with express written permission of County.

All faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. Fax numbers shall be verified with the intended recipient before sending the fax.

All mailings containing PII shall be sealed and secured from damages or inappropriate viewing of PII to the best extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

11. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PII to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
12. Report to County any security incident or any unauthorized use or disclosure of PII (in any form. Contractor shall make this report immediately upon the discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.

To direct communications regarding any security incident, the Contractor shall initiate contacts as indicated herein.

Nevada County Department of Social Services	Nevada County Privacy & Security Officer
CalWORKs Welfare to Work Program Department of Social Services 988 McCourtney Road Grass Valley, CA 95949	Privacy Officer Board of Supervisors/HHSA 950 Maidu Avenue Nevada City, CA 95959
Point of Contact: Mali Dyck	Point of Contact: Jeffrey Thorsby
Email: mali.dyck@co.nevada.ca.us	Email: privacy.officer@co.nevada.ca.us
Phone: 530-265-1760	Phone: 530-265-1962

13. Make Contractor's internal practices, books, and records relating to the use and disclosure of PII received from, or created or received by the Contractor on behalf of County available to the County upon request.
14. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the Welfare and Institutions Code or the Department of Social Service Privacy and Security Agreement, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
15. Contractor shall not provide access or disclose PII to any sub-contractor or other individual not employed directly by Contractor without written permission from the County.