

Administering Agency: Nevada County Health and Human Services Agency, Department of Social Services, Child Welfare Division

Contract No. _____

Contract Description: Provision of Transitional Housing Program Plus (THP+) Services for eligible foster care youth

PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of June 15, 2021 by and between the County of Nevada, ("County"), and **NEVADA COUNTY SUPERINTENDENT OF SCHOOLS** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three Hundred Thousand Dollars (\$300,000).**
3. **Term** This Contract shall commence on, 7/1/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2023.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **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 or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **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.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** 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 comply 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.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **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.

- 20.2. **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.
- 20.3. **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.
21. **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.
22. **Termination.**
- A. A Material Breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, 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) calendar days written notice to Contractor.**
 - C. 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 registered mail in conformity with the notice provisions, below. 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.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County 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.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. 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.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** 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.
30. **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 Contract, 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 Contract. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Contract.

31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

32. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County Social Services Department, Child Welfare Services

Address: 950 Maidu Avenue
City, St, Zip Nevada City, California 95959
Attn: Nicholas Ready
Email: Nicholas.Ready@co.nevada.ca.us
Phone: (530) 265-1654

CONTRACTOR:

Nevada County Superintendent of Schools

Address 380 Crown Point Circle
City, St, Zip Grass Valley, California 95945
Attn: Scott W. Lay
Email: slay@nevco.org
Phone: (530) 265-1654

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

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.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: NEVADA COUNTY SUPERINTENDENT OF SCHOOLS

By: _____ Date: _____

Name: _____

* Title: _____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

EXHIBIT "A"
SCHEDULE OF SERVICES
NEVADA COUNTY SUPERINTENDENT OF SCHOOLS (NCSOS)

The County of Nevada, Department of Social Services, hereinafter referred to as "County", and Nevada County Superintendents of Schools (NCSOS), hereinafter referred to as "Contractor", agree to enter into a specific contract for Transitional Housing Program Plus (THP+).

Program Overview:

THP+ is a transitional housing placement and support opportunity for former foster youth, aged 18-25, who have emancipated from the child welfare system. The goal of the program is to help youth by providing financial assistance and Independent Living Program (ILP) services, for up to 36 months, while also helping youth achieve self-sufficiency so that they can learn life skills. Participants may live alone or with roommates in apartments or in single-family dwellings, with regular support provided by THP+ agency staff and ILP Coordinators. Support services may include regular visits to participants' residences, educational guidance, employment counseling, instruction and monitoring of budgeting and household expenses.

Target Population:

The Contractor shall serve eligible youth based on the following criteria:

The target population for NCSOS's THP+ program is those young adults in Nevada County who have emancipated from foster care, group home care or probation and who are in need of continued support in order to be successful adults and reduce the risk of homelessness, unemployment and criminal involvement.

To be considered for this program, an applicant must have emancipated from the child welfare system and in need of assistance to be successful or have emancipated from foster care and meet the criteria of eligibility. Applicants must be between 18 and 25 years of age and be willing to pursue the goals of a Transitional Independent Living Plan (TILP) approved by Nevada County's Independent Living Program.

Each youth participating in these services under this Agreement shall be required to sign the Contractor's "Transitional Housing Program - Plus (THP+) Participation Agreement", which is attached hereto and incorporated herein to this contract as "***Attachment A***".

Outreach

Contractor shall collaborate with local agencies such as Child Welfare Services, Juvenile Probation, and the Health and Human Services Agency while pursuing public outreach to reach potential participants in the community.

Housing & Assistance

High quality, consistent supportive services targeted to meet the needs of individual youth are essential ingredients to a successful THP+ program. Youth may live in both permanent and transitional housing units depending on the individual participant's needs and abilities. The overall goal of the program is to provide financial assistance for youth to secure housing, employment, education, transportation and other miscellaneous assistance so that youth can secure a permanent living situation while building the skills and resources necessary to become independent adults.

Additional Supportive Services provided by Contractor:

Due to the individualized needs of each participant, no one method shall work for all participants. Contractor shall develop an individualized, customized approach for each participant. In developing services, it is important to remember that these supportive services are for legal adults that still require youth-focused services.

Contractor shall provide some of the following supportive services, dependent on the individual needs of the participant:

- Coordination with Independent Living Skills Program to meet the goals outlined in the Transitional Independent Living Plan (TILP)
- Case management
- 24-hour crisis intervention and support
- Individual and group therapy, provided through referral to community resources
- Educational advocacy and support, including linkage to Foster Youth Services with the goal of each youth obtaining a high school diploma, GED, or High School Proficiency prior to graduation from the program
- Assistance to pursue college or other post-high-school training
- Job readiness training and support including linkages to Workforce Investment Act (WIA) partners, One-Stop Centers, the Mentor Program, and other appropriate employment resources
- Mentoring
- Services to build and support relationships with family and community
- System of payment for utilities, telephone and rent
- Assistance to youth in finding or maintaining affordable housing that costs no more than 30% of the youth's gross income at the completion of the program
- Aftercare services including support groups and referrals to community resources
- Apartment furnishings can be provided
- Assistance can be given for security deposits
- Moving assistance shall be provided
- Life skills training
- Roommate mediation
- Economic literacy training
- Transportation assistance
- Public benefits advocacy (assistance with General Assistance), Temporary Assistance for Needy Families (TANF), food stamps, Supplemental Security Insurance (SSI), Medi-Cal, etc.

Special considerations for pregnant or parenting youth:

- Assistance securing child care
- Domestic violence concerns
- Parenting education and support
- Public benefits advocacy
- Maternity provisions
- Specialized services for children, such as assistance with immunizations, well child visits and school enrollment

The quantity of services shall vary from participant to participant. If the services are outside the scope of NCSOS staff, NCSOS shall coordinate with additional community agencies to provide the particular service.

Program Staffing

NCSOS currently has staff in place, designed to support these youth. Aside from the administrative staff, there will be specific staff members assigned to the THP+ program. Contractor shall provide and maintain necessary staff to provide services under this Agreement.

Evaluation Plan

Outcome Data Methodology:

- NCSOS shall report data to Nevada County in regular intervals. Each youth participant shall have a Participation Plan and progress shall be monitored to determine whether or not the youth is making progress in the program.
- Quarterly reports shall reflect time spent with the participant monthly, describing the needs of the youth that were addressed and progress made to assist them. The report shall inform the County of progress toward the goals of the participant's needs and service plan. Focus of the report shall be on these primary indicators:
 - Housing – The goal of NCSOS's THP+ program is to secure housing for participants from Nevada County within their county of residence and, if at all possible, in their own community. A goal shall also be to identify housing in which the participant may continue to live after exiting the THP+ program.
 - Education – The program shall focus on assisting participants in obtaining a high school diploma. Alternative completion high school educational requirements will also be explored as will enrollment in local colleges or vocational schools.
 - Employment – The program places a high emphasis on employment and all participants shall be encouraged to gain employment, at least part time, in order to advance job skills. The goal for each participant, upon exit from the program, shall be to have gainful employment above minimum wage, preferably at a living wage.
 - Physical/Mental Health – This category of report includes physical well-being and mental well-being along with the ability to access required services. Health insurance coverage for all participants shall be a focus. Pregnancy (as well as prevention) shall also be a program focus.
 - Permanency – Establishing a consistent relationship with a caring adult is an important part of NCSOS's THP+ program.
 - Additional indicators may be requested by the County as the program develops.

Consistent and thorough program evaluation yields valuable information to refine program delivery. Evaluation is also an essential part of program oversight on the county level, as well as a valuable tool for advocacy.

Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Department of Social Services strives to address these inequities and continue progress in moving forward.

Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor will be expected to think holistically about creating services, program sites, and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities

for equitable outcomes, access to services, and other opportunities. Contractor should contact County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA COUNTY SUPERINTENDENT OF SCHOOLS (NCSOS)

The maximum obligation under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000) for satisfactory provision of services as described under Exhibit "A" for the entire contract period of July 1, 2021 through June 30, 2023, with a maximum amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) for fiscal year 2021/22 and One Hundred Fifty Thousand Dollars (\$150,000) for fiscal year 2022/23.

Description	2021/22 Costs	2022/23 Costs
Administrative Salaries, Direct Care Staff Salaries, Benefits, Travel	\$46,538	\$47,381
Indirect Cost	\$11,111	\$11,111
Participant Allowance (may vary): Utilities (trash, power, gas, phone), Laundry, Food, Cleaning Supplies, Transportation, Recreation, Clothing, School/Skills Training/Classes/Books/Personal Necessities, Rental/deposit Assistance	\$92,351	\$91,508
Totals Per Year	\$150,000	\$150,000

CONTINGENCY

Contract maximum is contingent and dependent upon the County's annual receipt of anticipated State/Federal Funds for contract services. Services performed shall be in accordance with THP+ funding sources guidelines.

COST ANALYSIS:

The following is a cost breakdown of the maximum allowable cost per fiscal year:

Should the categories budgeted above change by more than ten percent (10%); a budget modification shall be submitted for approval. The Department of Social Services at its sole discretion shall determine if the change in the operating budget shall continue to meet the outcomes of the Agreement.

BILLING AND PAYMENT:

Contractor shall submit to County by the 20th of each month following the month services were rendered. Each invoice shall include:

- Dates/Month services were rendered
- Cost of services rendered – identifying total direct costs
- Billing period covered
- Number of Participants
- Contract Number assigned to the approved contract
- Supporting documentation

Invoices are to be submitted to:

Nevada County Department of Social Services
Attention: Nicholas Ready
988 McCourtney Rd. #104
Grass Valley, California 95949

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 shall be returned to Contractor for correction and/or additional supporting documentation. Payments shall be made in accordance with County processes once an invoice has been approved by the department.

BILLING AND PAYMENT 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 tenth of July.

**Transitional Housing Program - Plus (THP+)
Participation Agreement**

This agreement states that I, _____, am currently at least 18 years old, participate in the Independent Living Skills Program (ILSP), and have been accepted for participation by the Nevada County Superintendent of Schools (NCSOS) Transitional Housing Program - Plus. Furthermore, this agreement also states that I want to participate in THP+ and that I will meet all of the following conditions in order to be a part of the program:

- I agree to regularly attend school and obtain a high school diploma or GED. Once I meet this goal, I agree to further my education through participation in college, trade school, or other vocational training according to my program plan.
- I agree to continue participation in ILSP through the County program. My TRANSITIONAL LIVING PLAN is a part of this contract. I will try my best to meet all conditions of the plan.
- I agree to actively look for, obtain, and maintain a paying job.
- I agree to follow all the rules of THP+. I have reviewed and signed a copy of these rules.
- I agree to remain clean and sober. I will submit to drug testing, if requested.
- I agree to actively participate in THP+ meetings with my peers and program staff/mentors.
- To the best of my ability, I will spend the money I earn wisely, endeavoring to pay all my bills on time, save a portion for future needs, and make purchases according to my budget.
- I agree to actively meet, participate and follow the recommendations and requirements of the ILP staff, my THP+ social worker and THP+ program staff/mentors.
- I agree to actively participate in my case planning, Needs and Services planning and, upon completion of THP+, my Exit Plan.
- I agree to maintain contact with the THP+ for at least 2 years after graduating from the program.
- I agree to take an active role in preparing for my own independent living by participating in services and by following the rules of THP+.

Termination from the Program

I understand that I may be dismissed from the program for not following this agreement. Considering the events that lead up to my possible dismissal, in lieu of termination, I agree that consequences may be instituted to prevent my dismissal. With my approval, any one, or a combination of the following, might be accepted in lieu of leaving the program all together:

I understand that I may be dismissed from the program and not be offered any of these alternatives. Finally, I agree to obey all laws and follow all rules of the housing unit as described in the lease agreement.

THP+ Participant

Date

NCSOS THP+ Representative

Date

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. County understands and agrees Contractor elects to self-insure or participate in risk pooling to finance liabilities. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (iv) **Educators Legal Liability (ELL)** Insurance covering wrongful acts for education, bullying, employment liability, and sexual abuse or molestation liability with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue

of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (vii) **Verification of Coverage** The County may require, at any time, original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) or proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- (viii) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (ix) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (x) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xi) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xii) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xiii) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

NEVADA COUNTY SUPERINTENDENT OF SCHOOLS

Provision of Transitional Housing Program Plus (THP+) Services for eligible foster care youth.

SUMMARY OF MATERIAL TERMS

Max Annual Price:

Max Multi-Year Price: \$300,000

FY 21/22 = **\$150,000**

FY 22/23 = **\$150,000**

Contract Start Date: 7/1/2021

Contract End Date: 6/30/2023

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING

Commercial General Liability (\$2,000,000)	1589-50204-494-3421/521520
Automobile Liability (\$1,000,000)	
Worker's Compensation (Statutory Limits)	
Educators Legal Liability (ELL) (\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County Social Services Department, Child Welfare Division

Address: 950 Maidu Avenue
City, St, Zip Nevada City, California 95959
Attn: Nicholas Ready
Email: Nicholas.Ready@co.nevada.ca.us
Phone: (530) 478-6400

CONTRACTOR:

Nevada County Superintendent of Schools

Address 380 Crown Point Circle
City, St, Zip Grass Valley, California 95945
Attn: Scott W. Lay
Email: slay@nevco.org
Phone: (530) 478-6400

Contractor is a: (check all that apply)

Corporation: ☐ Calif., ☒ Other, ☐ LLC,

Non- Profit: ☐ Corp ☐ Yes

Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited

Person: ☐ Individ., ☐ Dba, ☐ Ass'n ☐ Other

EDD Worksheet Required

Yes ☐ No ☒

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements