

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

Contract No. _____

Contract Description: Services related to the operation of the PARTNERS Family Resource Centers as a component of the County's CBCAP and CAPIT Plan.

PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 27, 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 Sixty-Five Thousand Eight Hundred Twenty-Three Dollars (\$65,823).**
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: 6/30/2022.
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 Health and Human Services
Agency, Department of Social Services, Division
of 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) 478-6400

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)
PARTNERS Family Resource Centers

Nevada County Superintendent of Schools (NCSOS) herein referred to as “Contractor” agrees to provide services for the purpose of providing children and families with support and access to resources and opportunities through the Contractor’s operated Family Resource Centers (FRCs) as a component of the County’s Community Based Child Abuse Prevention (CBCAP) Plan and the Child Abuse Prevention, Intervention and Treatment (CAPIT) Plan.

These funds are contingent and dependent upon the County’s receipt of anticipated State/Federal monies for CBCAP/CAPIT Program funding during fiscal year 2021/22.

Program Statement

Nevada County Superintendent of Schools PARTNERS Family Resource Centers shall offer a wide variety of events, classes and opportunities for families and children of all ages. The FRCs provide an array of services to address the unmet needs of the populations out of three sites: Grass Valley; North San Juan; and Penn Valley. The FRC’s are family-friendly spaces with quality toys, children’s books and a video lending library with sections on pregnancy, childbirth, parenting and wellness, a brochure rack and multiple public access computers with high-speed internet connection. The FRC staff shall provide information and referrals to families for services like counseling, parenting classes, healthcare and childcare on an as-needed basis. In addition to drop-in services, the Centers may host playgroups and story time activities for young children. The FRCs shall provide a Nurturing Parenting Program (NPP) 8-week parenting class for families, one-hour parenting workshops, and one-on-one parenting support, and babysitting certification for young adults. In addition, the Centers serve as a home for unique, parent-driven initiatives. The Centers also effectively collaborate to provide free access to community-supported closets of clothing, gear, and basic necessities for foster children and children in crisis.

The FRCs shall incorporate these family support principles and activities:

- Staff and families work together in relationships based on equality and respect.
- Staff shall support the capacity of families’ growth and development.
- Families are resources to themselves and the community.
- Activities affirm and strengthen cultural, racial, and linguistic identities and enhance the ability of families to function in a multicultural society.
- Centers are embedded in their communities and contribute to the community-building process.
- Programs advocate with the families for services and systems that are fair, responsive and accountable.
- Activities are flexible and continually responsive to emerging family and community issues.
- Principles of family support are modeled in all activities, including planning, governance and administration.

Service Area:

Through the three PARTNERS Family Resource Centers, services are provided to children and families throughout Western Nevada County including Grass Valley, Penn Valley, North San Juan, and surrounding areas. The FRCs shall prioritize special needs and high-risk children and families as necessary. Services are offered primarily at the FRCs, but may include area schools, in the family's home, and other locations as needed. Programs are adapted to meet the special needs of children with physical and/or learning disabilities. Families are encouraged to participate in all treatment services. Children benefit when parents make needed changes and address their issues. Working with the entire family helps create a safe place for children to thrive. Priority is given to children and families referred by health and human service professionals, including Child Welfare Services (CWS), physicians, counselors, child development programs, schools, etc., that have identified potential levels of abuse or neglect in the home.

Scope of Services:

Through this CBCAP/CAPIT/PSSF grant funding, Contractor shall help families alleviate crisis that might lead to out-of-home placement or unsafe conditions for children by assisting families in identifying and obtaining services and other support necessary to address their multiple needs in a culturally sensitive manner. Contractor shall focus on family stability and self-sufficiency by combining efforts and resources to fulfill a total community need. By identifying families at the first sign of trouble and engaging them in identifying solutions to their problems, the goal is to promote voluntary participation in community-based organizational services designed to support families before further problems develop, engaging families in solutions and providing them with focused services so that there is the best possible opportunity to make needed improvements.

The Contractor shall provide the following services:

- Maintain a successful differential response (DR) model for community services.
 - Priority shall be given to children and families referred by health and human service professionals that have identified potential levels of abuse or neglect in the home.
 - Support and follow through of DR and other at-risk families.
- Basic needs and concrete supports for families:
 - Food-North San Juan FRC.
 - Clothing closets.
 - Diapers.
 - Essential supplies.
- Drop-in multiservice supports for families:
 - Referrals and follow-up on non-CWS referred or self-referred families.
 - Assistance with computers, fax, phone, copying.
 - Help with forms and paperwork.
- Provide staff to assist with Child Abuse Prevention Council's Child Abuse Prevention Activities and other community events such as the annual Halloween Book Giveaway to engage families with young children.
- Outreach and engagement activities.
- Link families with parenting, community and FRC resources.
- Regular meetings as needed with CWS, FRC Staff and FRC Coordinator.
- Parenting education:
 - NPP eight week parenting classes.

- One-hour parenting workshops.
 - One-on-one parenting support.
- Youth activities- recreational and educational activities for K-8th and older youth.
- Contractor shall submit a biannual and an annual report to the County. Reports (both narrative and service contacts) are due on January 20th and July 20th each year. The OCAP narrative report shall include a description of services, outcome progress, and program narratives.
 - The Office of Child Abuse Prevention (OCAP) report templates are attached and incorporated herein as Attachment A.
- The Contractor shall maintain the ability to transmit reports electronically to County.
- Contractor shall provide regular attendance by an authorized representative of the Contractor at Child Abuse Prevention Council meetings. Such meetings are mandatory for all parties receiving CBCAP/CAPIT funds. Attendance shall be a consideration for future funding.
- Contractor shall provide certification that civil rights/non-discrimination training was provided to all contract staff within sixty (60) days of contract initiation.
- Assurance of Confidentiality: Contractor shall comply with all applicable state and federal statutes pertaining to confidentiality as related to services provided under this Agreement.

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 meet with 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)
PARTNERS Family Resource Centers

County shall reimburse Contractor for services as described in Exhibit “A”. The maximum compensation to Contractor for satisfactorily performing services under this Agreement shall not exceed \$65,823 for the entire contract term of July 1, 2021 through June 30, 2022.

CONTRACT EXPENDITURE BREAKDOWN

Fiscal Year	2021/2022
Cost of Services	\$59,552
Administrative Cost	\$6,271
TOTAL COST	\$65,823

Cost of Services:

Includes Personnel expense (.17 FTE Coordinator, .25 FTE Community School Liaisons, and .375 FTE Parenting Specialist), travel, supplies, and occupancy.

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 CBCAP/CAPIT funding sources guidelines.

BILLING AND PAYMENT

Contractor shall submit an invoice quarterly to the County NO LATER THAN the 20th of each month following the end of the quarter for which services were rendered. Each invoice shall include:

- Dates/Month services were rendered
- Cost of services rendered – identifying total direct costs and supporting documentation
- Billing period covered
- Funding Source to be identified as CBCAP/CAPIT
- Contract Resolution Number assigned to the approved contract
- Reports biannually: OCAP report (Attachment A)

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; dates of services and costs of services as detailed previously. Should there be 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.

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 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.

Office of Child Abuse Prevention (OCAP) Report

1. Primary use of funds (select one)

- ☐ Adoptive Parent Recruitment
- ☐ Advocacy
- ☐ Basic Needs/Concrete supports
- ☐ Behavioral Health, Mental Health Services
- ☐ Case Management
- ☐ Child Care/Day Care
- ☐ Child Care (Temporary)
- ☐ Differential Response
- ☐ Disability Services
- ☐ Domestic Violence
- ☐ Early Childhood Services
- ☐ Family Resource Center/drop-in multi-service support
- ☐ Financial literacy education
- ☐ Home Visiting
- ☐ Health Services
- ☐ Parent Leadership Training
- ☐ Parenting Education
- ☐ Parent/Sibling Visitation
- ☐ Peer Support
- ☐ Respite Care
- ☐ Substance Abuse Services
- ☐ Team Decision Making (Family Team Meetings)
- ☐ Youth Programs

2. Who was the target population (i.e. children, parents, families, children in foster care or parents of children in foster care, CWS involved families, non-CWS families, etc)?

3. Is this approach evidence based or evidence informed for the target population served?
If so, what is the name of the program or approach?

4. In what languages was the program offered (please list all)?

5. What was the primary goal of the program (safety, permanency, well-being)?

6. Indicate the primary outcome of this program. Outcomes are defined as changes in skills, behaviors, attitudes, conditions, etc. (select one)

- ☐ Children's social and emotional needs are met
- ☐ Children remain safely in their home
- ☐ Exits to permanency

- ☐ Families have concrete supports in times of need
- ☐ Increased knowledge of parenting and child development
- ☐ Increased parental resilience
- ☐ Increased permanency for children in foster care
- ☐ Increased social connection
- ☐ No recurrence of maltreatment
- ☐ Timely adoptions within 12 to 24 months
- ☐ Timely Reunification
- ☐ This program has no specified outcome
- ☐ Other, please describe

7. How was the primary outcome measured (select all that apply)?

- ☐ CMS/CWS
- ☐ Family Development Matrix
- ☐ Pre/Post-survey developed in-house
- ☐ Protective Factors survey
- ☐ Validated assessment tool, **please name below**
- ☐ This outcome was not tracked or measured
- ☐ Other, please describe below

8. Total number served by the program.

9. Total number achieving the primary outcome.

10. How was client satisfaction measured? How often is it measured? What was the outcome of that measure?

11. Is there financial sustainability plan for this program beyond OCAP funds?

12. What other funding sources supported this program?

13. What is the dollar amount of other funding for this program?

14. Please describe any challenges experienced with this program.

15. Please describe any unexpected benefits (if any) with this program.

16. Please share one participants success story related to this program (include client demographics, presenting issues, and the specific success the participant achieved as a result of the program).

17. If applicable, provide a brief description of one parent leadership opportunity including the project, role, activities that the parent performed as a parent leader.

18. Please describe program activities for the reported period.

19. Any additional comments.

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

Services related to the operation of the PARTNERS Family Resource Centers as a component of the County's CBCAP and CAPIT Plan

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$65,823

Contract Start Date: 7/1/2021

Contract End Date: 6/30/2022

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING

Commercial General Liability	(\$2,000,000)	1589-50104-494-3101/521520
Special Event Liability	(\$1,000,000)	
Homeowners	(\$1,000,000)	
Sexual Abuse or Molestation Liab	(\$1,000,000)	
Automobile Liability	(\$1,000,000)	
Worker's Compensation	(Statutory Limits)	
Professional Errors and Omissions	(\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County Health and Human Services Agency,
Social Services Department

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) 478-6400

Contractor is a (check all that apply):

Corporation: ☐ Calif. ☒ Other ☐ LLC

Non- Profit: ☐ Corp ☐ Yes

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

Person: ☐ Indiv. ☐ 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