

# BOARD OF SUPERVISORS

## AGENDA

Meetings are located at:  
Yuba County Government Center  
Board Chambers, 915 Eighth Street  
Marysville, California



Agenda materials are available at the Yuba County Government Center, 915 8<sup>th</sup> Street, Marysville and [www.co.yuba.ca.us](http://www.co.yuba.ca.us). Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

**JANUARY 10, 2012**

**8:30 A.M. YUBA COUNTY WATER AGENCY**

**9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

A. Clerk of the Board of Supervisors

1. Reappoint Philois Goode and appoint David Villanueva to Plumas Lake Specific Plan Design Review Committee for terms to end January 10, 2013. (005-12)

B. Community Development and Services

1. Adopt resolution approving application for Healthy Forests Grant funds under Proposition 84 through Sierra Nevada Conservancy for fuel reduction along county roads. (006-12)
2. Adopt resolution authoring Agency Director to complete purchase of single family residences APN 014-682-011, 013-610-009, and 008-194-018 as part of the Neighborhood Stabilization Program and execute all documents necessary to complete purchase, rehabilitation and resale. (007-12)

IV. **SPECIAL PRESENTATION**

- A. Receive Annual 2010-2011 First Five Yuba Program Evaluation Report from Francesca Wright. (No background information) (Ten minute estimate) (008-12)

V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. **COUNTY DEPARTMENTS**

A. County Administrator

1. Authorize the County Administrator to solicit proposals from independent firms to investigate allegations raised by the 2011-2012 Grand Jury and enter into agreement for services. (Ten minute estimate) (009-12)

VII. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any

**public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing.**

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Title VII of the Yuba County Ordinance Code by repealing in their entirety sections 7.05.220 and 7.05.230 and re-enacting section 7.05.220 regarding payment and collection of unpaid refuse service bills. (Land Use and Public Works Committee recommends approval) (Continued from December 13, 2011) (Second Reading) (Ten minute estimate) (553-11)
- B. Public Hearing - Hold public hearing and adopt resolution approving grant application for funding from the Neighborhood Stabilization Program and authorizing the Community Development and Services Director to conduct negotiations, execute and submit all necessary documents necessary for completion of the program. (Five minute estimate) (010-12)

**VIII. ITEM OF PUBLIC INTEREST**

- A. Consider request for fee waiver from Lord's Gym of Yuba County, 5876 Lindhurst Avenue, Marysville. (Ten minute estimate) (011-12)

**IX. CLOSED SESSION: Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.**

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 006-180-056, 062, 066 Merlynn Barbour Negotiating Parties: Mike Lee Negotiation: Instruction, Terms, and Conditions for Acquisition of Real Property for Parkland River Access

**X. BOARD AND STAFF MEMBERS' REPORTS: This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.**

**XI. ADJOURN**

**COMMITTEE MEETINGS**

**10:30 A.M. Land Use and Public Works Committee - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)**

- A. Consider ordinance enacting Chapter 6.76 relating to vendor permits in county parks and recreational areas - Community Development and Services (Ten minute estimate) (012-12)

**Human Services Committee - (Supervisors Stocker and Vasquez - Alternate Supervisor Abe)**

- A. Consider agreement with State of California, Department of Public Health, for Immunization Project Subvention Funds for the period of July 1, 2011 through June 30, 2013 - Health and Human Services (Ten minute estimate) (013-12)
- B. Consider California Department of Veteran affairs Subvention and Medi-Cal Certificate of Compliance for Fiscal Year 2011-2012 - Health and Human Services Committee (Ten minute estimate) (014-12)
- C. Consider request for proposals for a Registered Dietician for the Supplemental Nutrition Assistance Program Education - Health and Human Services (Ten minute estimate) (015-12)
- D. Consider request to solicit proposals to recruit two Peer Educators for Yuba County's Supplemental Nutrition Assistance Program Education - Health and Human Services (Ten minute estimate) (016-12)

**11:00 A.M. - 1/13/2012 Olivehurst Public Utility District/County Liaison Committee  
OPUD Board Room  
1970 9th Avenue  
Olivehurst, California 95961**

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

### **PUBLIC INFORMATION**

**PUBLIC COMMUNICATIONS:** Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

**AGENDA ITEMS:** The opportunity of the public to be heard on an item shall be provided during the consideration of that item. In the interest of time, the Board has limited the length of such comment or input on each item to 15 minutes total, with a limit of no more than 5 minutes per person or group. The period for public comments on a particular item may be extended upon a majority vote of the Board. These time limits do not apply to applicants appearing before the Board on behalf of their applications.

**ACTION ITEMS:** All items on the Agenda under the headings "Consent," "County Departments," Ordinances and Public Hearings," "Items of Public Interest," and "Closed Session," or any of them, are items on which the Board may take any action at this meetings.

**PUBLIC HEARINGS:** All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

**ORDINANCES:** Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

**INFORMATIONAL CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.

**SCHEDULED LUNCH BREAK:** Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

**SPECIAL MEETINGS:** No public comment shall be allowed during special meetings of the Board of Supervisors, except for items duly noticed on the agenda.

**PUBLIC INFORMATION:** Copies of §6.7 shall be posted along with agendas.

**End**

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*CONSENT*  
*AGENDA*

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# The County of Yuba

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## Office of Clerk of the Board of Supervisors

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005-12



**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board 

**Subject:** Plumas Lake Specific Plan Design Review Committee

**Date:** January 10, 2012

### Recommendation

Reappoint Philolis Goode and appoint David Villanueva to the Plumas Lake Specific Plan Design Review Committee for terms to end January 10, 2013.

### Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees has been continually posted indicating vacancies, appointees, terms of office, qualifications, and meeting information and is updated monthly. Mr. Good has been serving on the board since 2006. Mr. Villanueva application is attached for your review. With these appointments there will be two vacancies on the committee.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

### Fiscal Impact

None. Members serve without compensation.

### Committee Action

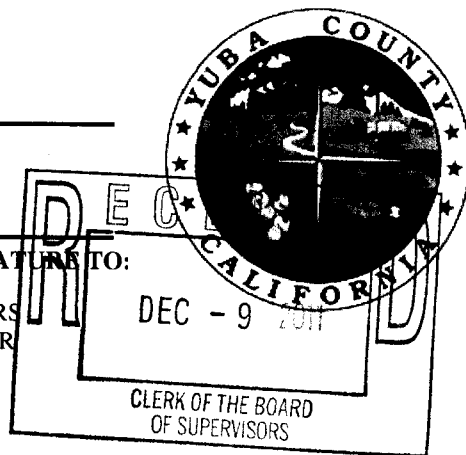
Brought directly to the Board for consideration.

# The County of Yuba

## Application for Board/Commission/Committee Appointed by the Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS  
YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510



### BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Plumas Lake Specific Plan Design Review Committee

APPLICANT NAME: David Villanueva

MAILING ADDRESS: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

HOME: \_\_\_\_\_

WORK: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

OCCUPATION/PROFESSION:  
SUPERVISOR/ DISTRICT  
NUMBER:

Agency Administrator - County of Sacramento

Mary Jane Griego - District 3

REASONS YOU WISH TO  
SERVE ON THIS BODY:

I would like to continue to contribute to my community and the  
county, this seems like another way I can volunteer my time

QUALIFICATIONS:

Resident of Plumas Lake

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD:

Plumas Lake School Board Member (current),  
County of Sacto-Disability Advisory Committee (Ex-Officio member)

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU  
WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF  
INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF  
MY KNOWLEDGE.

SIGNATURE

DATE

11/30/11

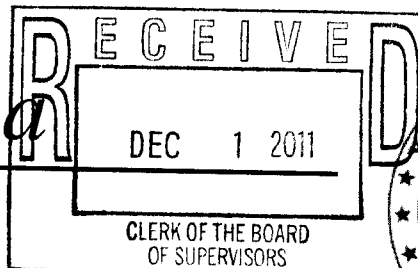
#### THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

# The County of Yuba



Application for Board/Commission/Committee  
Appointed by the Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS  
YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510

## BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: DESIGN & REVIEW COMMITTEE - PLUMAS LAKE

APPLICANT NAME:

GOODE, PHILOLIS

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:  
SUPERVISOR/ DISTRICT  
NUMBER:

Supply Chain Coordinator

ROGER ABE (H)?

REASONS YOU WISH TO

SERVE ON THIS BODY:

I WOULD LIKE TO CONTINUE MY SERVICE TO THIS  
COMMITTEE.

QUALIFICATIONS:

PAST SERVICE TO THIS COMMITTEE.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU  
WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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SIGNATURE

DATE

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☐ APPLICANT APPOINTED:

☐ OTHER:

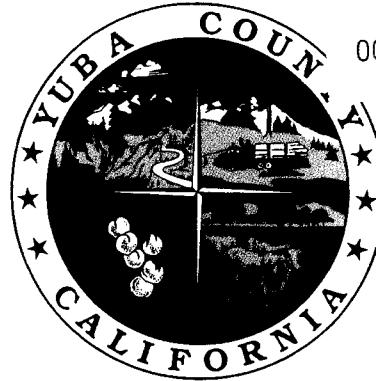
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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8th Street, Suite 123  
Marysville, California 95901  
[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



006-12

**BUILDING**  
749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5464

**ENVIRONMENTAL HEALTH • CUPA**  
749-5450 • Fax 749-5454

**HOUSING AND COMMUNITY SERVICES**  
749-5460 • Fax 749-5464

**PLANNING**  
749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

January 10, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: RESOLUTION APPROVING APPLICATION FOR GRANT FUNDS FOR THE HEALTHY FORESTS PROGRAM UNDER PROPOSITION 84 THROUGH THE SIERRA NEVADA CONSERVANCY FOR FUEL REDUCTION ALONG COUNTY ROADS

### RECOMMENDATION:

Approve the attached resolution approving an application for grant funds for the Healthy Forests program under Proposition 84 administered through the Sierra Nevada Conservancy for fuel reduction along County Roads. Authorize the Public Works Director to execute the agreement along with any and all administrative documents related to the project on behalf of the County.

### BACKGROUND:

The Sierra Nevada Conservancy (SNC) is a California state agency that initiates, encourages, and supports efforts that improve the environmental, economic, and social well-being of the Sierra Nevada Region, its communities, and the citizens of California. The SNC provides state funding through its Proposition 84 Grants Program for local projects in partnership with eligible nonprofits, tribes, and public agencies.

California voters approved Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 on November 7, 2006. Proposition 84 added Section 75050 to the Public Resources Code, authorizing the State to issue bonds, and the Legislature to appropriate the proceeds, for the protection and restoration of rivers, lakes, and streams, their watersheds, and associated land, water, and other natural resources. The Healthy Forests grant program is one of the programs that the SNC is administering to utilize a portion of its Proposition 84 money.

Healthy Forests activities, for the purposes of this grant program, include projects that are designed to preserve or improve Sierra Nevada conifer and mixed conifer forest health by reducing the risk and impacts of large damaging fires, and/or preserving or restoring ecosystem function in forests and meadows.

Yuba County Public Works has had a successful roadside fuel reduction program over the last decade using various grant funding programs. The Healthy Forests grant program is perfectly suited for a continuation of our ongoing roadside fuel reduction efforts. Public Works intends to use this funding to create shaded firebreaks along 14.4 miles of roadway in the foothill communities, in particular, portions of LaPorte Road, Weeds Point Road, and Pendola Extension.

### DISCUSSION:

The use of this funding as stated will reduce the likelihood of a devastating wildfire in the foothill communities of Yuba County as well as enhance potential evacuation routes in the event of a wildfire.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this is an additional grant proposed as part of an ongoing program in which the full Board has previously expressed its support.

FISCAL IMPACT:

We are requesting grant funds in the amount of \$144,000 to reimburse Public Works for expenses incurred performing the roadside clearing work. There is no impact to the General Fund.



**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**A RESOLUTION APPROVING THE )  
APPLICATION FOR GRANT FUNDS )  
FOR THE HEALTHY FORESTS )  
GRANT PROGRAM UNDER PROP 84 )  
AND AUTHORIZING THE PUBLIC )  
WORKS DIRECTOR TO SIGN )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

**WHEREAS**, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

**WHEREAS**, said procedures established by the SNC require a resolution certifying approval of an application by the Applicant's governing board before submission of said application to the SNC; and

**WHEREAS**, Yuba County, if selected, will enter into an agreement with the SNC to carry out the project; and

**WHEREAS**, Yuba County has identified the Fuel Reduction Along County Roads project as valuable toward meeting its mission and goals.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba:

- 1) Approves the submittal of an application for the Fuel Reduction Along County Roads project; and
- 2) Certifies that Yuba County understands the assurances and certification requirements in the application; and
- 3) Certifies that Yuba County will have sufficient funds to operate and maintain the resource(s) consistent with the long-term benefits described in support of the application; and
- 4) Certifies that Yuba County will comply with all legal requirements as determined during the application process; and

- 5) Appoints the Public Works Director, or his designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, accept Grant Award/proceeds, payment requests, and any other act and/or execution of documents which may be necessary for the Grant and the completion of the aforementioned project.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_  
2011, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

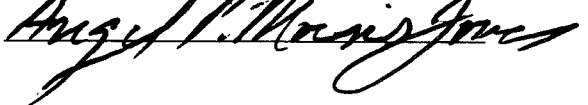
ABSTAIN:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM:  
Angil Morris-Jones, County Counsel

By: \_\_\_\_\_

By: 

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
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007-12

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**PLANNING**  
749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

**Date:** January 10, 2012

**To:** Yuba County Board of Supervisors

**From:** Sean Powers, CDSA Finance and Administration Manager

A handwritten signature in black ink, appearing to read "Sean Powers".

**Subject:** Acquisition of Single Family Residence APN 014-682-011, APN 013-610-009, and APN 008-194-018 for the Neighborhood Stabilization Program

### **Recommendation:**

Adopt the attached resolution authorizing the Community Development Director or his designee to complete the purchase of single family residences APN 014-682-011, APN 013-610-009, and APN 008-194-018 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

### **Background:**

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$1,709,395.00 under the Neighborhood Stabilization Program allocation per agreement 09-NSP1-6129 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract numbers 0401.00, 0402.00, 0403.00, 0404.00, 0405.00, 0406.00 and 0407.00, in the following areas: Marysville, Linda, Olivehurst and Plumas Lake.

### **Discussion:**

The attached resolution is required for further implementation of the Neighborhood Stabilization Program. For each individual property approved for the program by the County, the Board must consider and approve the purchase of the property by resolution. Assuming Board approval, the County will hold title during the rehabilitation up to resale. CDSA will oversee all activities involving acquisition, rehabilitation, and resale. The Board has previously approved the Community Development Services Agency Director to make purchase offers to the current property owners which have been accepted.

**Committee Action:**

This item was previously discussed with the Board in order to make the initial offers to the current property owners and therefore is being presented directly to the full Board in order to formally move forward with the acquisition.

**Fiscal Impact:**

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of for APN 014-682-011 is estimated to be \$110,000, APN 013-610-009 is estimated to be \$71,000, and APN 008-194-018 is estimated to be \$42,000.

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**RESOLUTION AUTHORIZING YUBA COUNTY )  
COMMUNITY DEVELOPMENT AND SERVICES )  
AGENCY DIRECTOR OR HIS DESIGNEE TO )  
COMPLETE THE PURCHASE OF SINGLE FAMILY )  
RESIDENCES APN 014-682-011, APN 013-610-009, )  
AND APN 008-194-018 AS PART OF THE )  
NEIGHBORHOOD STABILIZATION PROGRAM )  
AND EXECUTE ALL DOCUMENTS NEEDED FOR )  
COMPLETION OF PURCHASE, )  
REHABILITATION, AND RESALE. )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Yuba County was awarded Neighborhood Stabilization Program funds per agreement 09-NSP1-6129 with the Department of Housing and Community Development on November 11, 2009 and is authorized to conduct activities in housing acquisition, rehabilitation, and resale of single family homes; and

**WHEREAS**, these activities are to be performed in the census tract numbers 0401.00, 0402.00, 0403.00, 0404.00, 0405.00, 0406.00 and 0407.00, in the following areas: Marysville, Linda, Olivehurst and Plumas Lake; and

**WHEREAS**, the purpose of acquiring these foreclosed properties through the Neighborhood Stabilization Program is to rehabilitate and resell the properties to a owner-occupant which meets the program requirements; and

**WHEREAS**, the Board has previously approved the Community Development Services Agency Director to make, and he has made, a purchase offer to the current property owner which has been accepted; and

**WHEREAS**, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 014-682-011 is estimated to be \$110,000, APN 013-610-009 is estimated to be \$71,000, and APN 008-194-018 is estimated to be \$42,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase, rehabilitation and resale of APN 014-682-011, APN 013-610-009, and APN 008-194-018 and execute any necessary documents, subject to County Counsel review.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by the following vote:

AYES:

NOES:

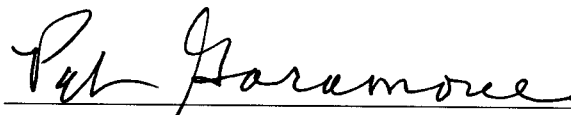
ABSENT:

ABSTAIN:

\_\_\_\_\_  
CHAIR

ATTEST:     DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
  
ANGIL P. MORRIS-JONES  
YUBA COUNTY COUNSEL  
APPROVED AS TO FORM:

  
\_\_\_\_\_



*COUNTY*  
*DEPARTMENTS*

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# The County of Yuba

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## OFFICE OF THE COUNTY ADMINISTRATOR

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GOVERNMENT CENTER - 915 8<sup>TH</sup> STREET, SUITE 115  
MARYSVILLE, CALIFORNIA 95901-5273  
(530) 749-7575 FAX (530) 749-7312

TO: Yuba County Board of Supervisors  
FROM: Robert Bendorf, County Administrator  
RE: Grand Jury Report – Building Fees  
DATE: January 10, 2012



**ROBERT BENDORF**  
COUNTY ADMINISTRATOR

**JOHN FLEMING**  
ECONOMIC DEVELOPMENT COORDINATOR

**RUSS BROWN**  
COMMUNICATIONS & LEGISLATIVE  
AFFAIRS COORDINATOR

**GRACE M. MULL**  
MANAGEMENT ANALYST

**TEENA CARLQUIST**  
EXECUTIVE ASSISTANT TO THE  
COUNTY ADMINISTRATOR

### RECOMMENDATION

It is recommended that the Board of Supervisors authorize the County Administrator, within existing contract authority, to solicit proposals from independent firms to conduct a thorough investigation into allegations raised by the 2011-2012 Grand Jury and enter into an agreement for said investigation.

### BACKGROUND

On December 30, 2011, the Yuba County Grand Jury released a separate report (prior to release of the Grand Jury report typically released in June) regarding the Yuba County Building Department. The report contains findings in the form of allegations against Yuba County's Chief Building Official.

### DISCUSSION

The Grand Jury report, titled "UNAUTHORIZED CHANGES IN BUILDING PERMIT FEES", contains several allegations concerning alleged building fee "discounts" to particular developers or individuals who applied for and received building permits. The report does not contain any particular names, specific projects or building permit numbers.

The "Background" section of the report states that a complaint was based on the years 2007 to 2009 and that the building permit fee had been cut in half without the authorization of the Board of Supervisors. However, the "Discussion" section of the report states that the Grand Jury received a complaint alleging unauthorized reductions of certain building permit fees between 2005 through 2008.

Based on the nature of the allegations contained in the report, staff is recommending that an independent firm be hired to thoroughly investigate the allegations. In addition, the Human Resources Director / Risk Manager will assist the County Administrator throughout the process.

### FISCAL IMPACT

Not to exceed \$50,000 and a recommendation for a contingency fund transfer will be requested at mid-year budget review.

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*ORDINANCES  
AND  
PUBLIC HEARINGS*

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# The County of Yuba

## Environmental Health Department

### Clark Pickell Hazardous Materials Supervisor

915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

Phone: (530) 749-7523 FAX: (530) 749-5454



553-11

TO: Board of Supervisors

FROM: Tejinder Maan/ Environmental Health Director TM  
Clark Pickell/ Certified Unified Program Agency

SUBJECT: Amend Chapter 7, Title VII of the Yuba County Ordinance Code to modify the process for payment of services rendered for mandatory refuse collection

Date: December 13, 2011

**Recommendation:** Adopt ordinance to repeal and re-enact Chapter 7, Title VII Section 7.05.220 and to repeal in its entirety 7.05.230 and re-enact as Section 7.05.220.

**Background:** The process for collection of payment for services rendered currently requires an annual hearing by the Board of Supervisors.

**Discussion** This amendment will change the hearing process from the Board of Supervisors as the hearing body to a hearing officer that will be the Director of CDSA or his/her designee. This modification will make the entire process more efficient, convenient and cost effective for both the public and the County.

**Committee:** The Public Works and Land Use Committee has recommended approval.

**Fiscal Impact:** The transfer of the hearing process from the Board of Supervisors to the Director of CDSA or his/her designee will improve efficiency.

12-13-11:Waived reading/rf

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING CHAPTER 7, TITLE VII OF THE YUBA COUNTY  
ORDINANCE CODE BY REPEALING IN THEIR ENTIRETY SECTIONS 7.05.220 AND  
7.05.230 AND RE-ENACTING SECTION 7.05.220 REGARDING PAYMENT AND  
COLLECTION OF UNPAID REFUSE SERVICE BILLS**

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairman of the Board of Supervisors  
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM  
ANGIL MORRIS-JONES:

By: *Pak Garmone*

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:**

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage, a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Section 7.05.220 and 7.05.230 of Chapter 7, Title VII of the Yuba County Ordinance Code is herein repealed in its entirety and re-enacted as Section 7.05.220 as follows:

**7.05.220 Payment for Services Rendered.**

(a) All billing for refuse collection shall be coordinated and administered by the collector(s); all charges shall become delinquent if not paid within thirty (30) days after the date due as stated on the refuse collection bill.

(b) If the bill remains unpaid after the date of delinquency, the collector(s) shall be entitled to a delinquency fee. However, said delinquency fee shall not be assessed until fifteen (15) days after notification of the delinquency to the owner and recipient of service. The form and content of the delinquency notice sent by the collector(s) and the delinquency fee shall be approved by the County. Said notice shall notify the owner of the fees imposed and the process for collection of delinquent charges. If a tenant is delinquent, the owner shall also receive all such delinquency notifications.

(c) Collector(s) may assign to the County at expiration of the thirty (30) day period any delinquent bills for hearing and delinquent proceedings. The collector(s) will compile said assignments into a Report of Delinquent Accounts which will be submitted to the Director on an annual basis. The Collector's Report of Delinquent Accounts shall refer to each separate parcel of real estate by description sufficient to reasonably identify it, including Assessor's Parcel number, together with the charges proposed to be assessed against it. When used in Section 7.05.220 of Chapter 7 of this Ordinance code, the term "Director" or "CDSA Director" shall mean the Yuba County Community Development and Services Agency Director or his/her designee.

(d) Upon receipt by County of the Report of Delinquent Accounts from the collector(s) and at the convenience of the County, the CDSA Director or his designee shall fix a time, date and place for holding a hearing with respect to the Report and any appeals, protests or objections thereto. The Collector shall cause notice of the time and place of hearing to be mailed to the

owner not less than ten (10) days prior to the date of the hearing. At the hearing, the Director or his designee shall hear and consider all appeals, objections and protests, if any, to said Report referred to in said notice. Upon conclusion of the hearing, the CDSA Director or his designee may adopt, revise, change, reduce or modify any charge or charges or overrule any or all objections and shall make a determination upon the charge or charges as described in said Report. The CDSA Director's determination shall be final. All costs incurred by CDSA to hold the hearing and confirm the report with the Board of Supervisors shall be paid by the collector to CDSA at the hourly rate established in the Yuba County Consolidated Fee Schedule.

(e) After the conclusion of the hearing process, the amount of the assessment is immediately due and payable. In the event that the same is not paid within ten days of the conclusion of the hearing, and upon receipt of the final Report by the Director, the Director shall initiate proceedings to have delinquent unpaid amount added onto the real property tax role for the real property to which the refuse collection has been rendered according to Government Code Section 25831. The Director, after proper notice and hearing provided herein, is authorized by these provisions to declare that delinquency charges and penalties on refuse collection accounts, as set forth in the Report by the collector(s), and after confirmation by the County Board of Supervisors by resolution, be collected on the property tax roll. They may be collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for these taxes. An administrative fee, in the amount established in the Yuba County Consolidated Fee Schedule may be added to the delinquent amount.

(f) Upon satisfaction of the entire delinquent amount imposed pursuant to this Section, the County will, upon request furnish a paid receipt. Upon payment all administrative charges assessed pursuant this Section, as well as interest accrued thereon, shall be retained by the County and shall not be paid to the Collector. The balance of any collection made and the interest accrued thereon shall be forwarded to the Collector.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
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**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

DATE: January 10, 2012

TO: Board of Supervisors

FROM: Kevin Mallen, CDSA Director

**SUBJECT: Hold a Public Hearing to Approve an Application and the Execution of a Grant Agreement and Any Amendments from the State of California Neighborhood Stabilization Program (NSP3) Funding**

### Recommendation:

It is recommended that the Yuba County Board of Supervisors hold a public hearing to approve an application and the execution of a grant agreement, and any amendments, from the State of California Neighborhood Stabilization Program (NSP3) funding.

### Background:

The State of California has received approximately \$11.8 million in NSP3 funding to address abandoned and foreclosed homes. The County of Yuba is applying for a grant of up to \$4,265,711.00 under the NSP3 allocation for housing acquisition, housing rehabilitation, single family home sales and general administration. The activities are to be performed in the following areas: Marysville, Linda, Olivehurst and Plumas Lake.

Yuba County is one of three jurisdictions that is eligible to apply for NSP3 Program funding. If additional monies become available, the County of Yuba will apply for the maximum available under the NSP3 Allocation up to \$7,012,773.00 to be performed within the following areas: Marysville, Linda, Olivehurst and Plumas Lake.

### Discussion:

California Department of Housing and Community Development (HCD) requires jurisdictions to adequately allow for public participation and comments regarding such programs. Holding a public hearing is part of this mandatory process.

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**BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA**

**RESOLUTION APPROVING AN  
APPLICATION FOR FUNDING AND THE  
EXECUTION OF A GRANT AGREEMENT  
AND ANY AMENDMENTS THERETO  
FROM THE STATE OF CALIFORNIA  
NEIGHBORHOOD STABILIZATION  
PROGRAM (NSP)**

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)  
)  
)  
)  
)

**RESOLUTION NO.:** \_\_\_\_\_

**WHEREAS**, The Neighborhood Stabilization Program 3 (NSP3) grant program is funded from the US Department of Housing and Urban Development (HUD) Community Development Block Grant Program for the purposes of acquiring and rehabilitating foreclosed and/or abandoned residential properties in order to rent or sell such homes to income eligible households; and

**WHEREAS**, said procedures require the applicant to certify by resolution the approval of application before submission of said application to the State; and

**WHEREAS**, if awarded of an NSP3 Grant, Yuba County will be required to enter into a Contract with the State of California for completion of the project;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba

1. Approves the filing of an application for the NSP3 Program for up to \$4,265,711 for the following activities:
  - a. Housing Acquisition
  - b. Housing Rehabilitation
  - c. Sale of Single Family Homes
  - d. General Program Administration

The activities will be performed in the City of Marysville and the communities of Linda, Olivehurst, and Plumas Lake.

2. If any additional NSP funding becomes available at a later date, the County of Yuba is authorized to apply for, and/or accept funding, up \$ 7,012,773. Any additional NSP funding will be used in accordance with funding requirements established by the State of California Neighborhood Stabilization Program.
3. Delegates authority to the CDSA Director as agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, contracts, agreements, amendments, payment requests and so on, which may be necessary for the completion of the NSP3 Program; and

4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

a. The County has determined that federal Citizen Participation requirements were met during the development of this application.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, by the following vote.

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
**CHAIRMAN**  
**County of Yuba Board of Supervisors**

**ATTEST: Donna Stottlemeyer**  
**Clerk of the Board of Supervisors**

**APPROVED AS TO FORM:**  
**Angil Morris-Jones, County Counsel**

**BY:** \_\_\_\_\_

**BY:** *Pan Garamine*



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# The County of Yuba

## Community Development & Services Agency

### Kevin Mallen, Director

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**To:** Yuba County Board of Supervisors

**From:** Kevin Mallen, CDSA Director

**Date:** January 10, 2012

**Subject:** Lord's Gym Fee Waiver Request

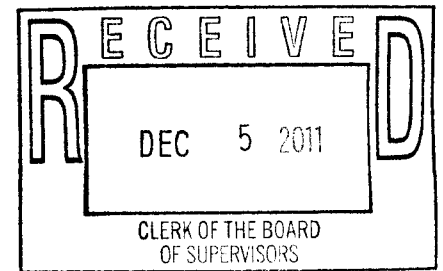
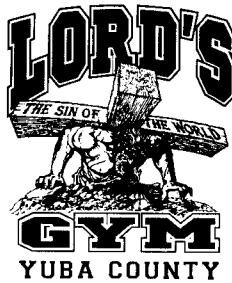
### Background/Discussion:

The Lord's Gym is currently in the process of remodeling a commercial building located at 5876 Lindhurst Ave for the purpose of operating a gym based business. The building was previously occupied by a thrift shop. The change in use of the building has triggered the need to bring the building into conformance with the current standards associated with the new use. The alterations needed require a building permit be obtained, which necessitate fees be collected to cover the costs associated with the review, issuance and inspection associated with the work.

On November 1, 2011 a building permit was applied for (B11-0693), with the County fees totaling \$3,336.92. On November 9, 2011 \$1,720.52 was paid, leaving an amount due of \$1,616.40. The permit fees cover staff costs primarily within the Building Department, but also some costs for review and/or inspection in the Planning, Environmental Health and Public Works Departments.

On December 6, 2011 representatives of the Lord's Gym appeared under public comment at the Board of Supervisors meeting requesting a fee waiver for all of the County permit fees (\$3,336.92). Dating back to the 1997 Flood, the County has only provided a fee waiver for building permits associated with repairs to structures damaged in a locally declared natural disaster. All fee waiver requests not meeting the declared disaster criteria have been denied.

However, based on the information provided by the Lord's Gym, it appears the business will be operated by a non-profit with a focus on affordable programs for youth. If findings could be made that this business is providing a public benefit to the community, then the Board could utilize the County's General Funds to pay all or a portion of the permit fees so long as the amount paid is less than the value of the benefit received.



12.1.2011

Dear Yuba County Supervisors,

My name is Rodney Waters. I am the director of the Lord's Gym of Yuba County. This is going to be a new youth center here in our county. We have already begun renovation of a building at 5876 Lindhurst Ave. The project is going well with great public support from many in our community.

The county fees for this project are a great issue of concern for the budget we have to work with. We are currently facing approx. \$8100.00 in general fees for a non-profit project that is being funding by simple donations from hard working and caring people in our community. My request is that there be some way to alleviate the expense of these fees so that we can put it towards the opening of the project and impacting people in our community.

Could I please have a moment on the agenda of the **December 6<sup>th</sup>** meeting to make this request? I have already spoken to some of our supervisors, and they seem to be in favor of this project being up and running ASAP. I would respectfully ask that some form of consideration is made regarding this issue.

Thank You,

Rodney Waters  
916-207-1169





Land Use and Public Works Committee



# The County of Yuba

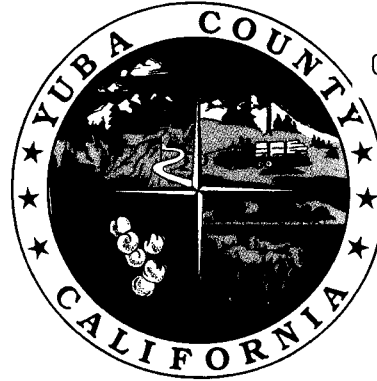
## Community Development & Services Agency

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January 10, 2012

TO: LAND USE AND PUBLIC WORKS COMMITTEE

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR   
RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR 

SUBJ: CONSIDER ORDINANCE ADDING CHAPTER 6.76 OF THE ORDINANCE CODE FOR THE PERMITTING OF VENDORS TO CONDUCT BUSINESS IN COUNTY PARKS AND RECREATION AREAS

### RECOMMENDATION:

Consider and provide policy direction regarding the attached proposed ordinance which adds Chapter 6.76 of the Yuba County Ordinance Code for the permitting and allowance of vendors to conduct business within County parks and recreation areas.

### BACKGROUND:

In recent years, there have been tremendous developments toward Yuba County parks in terms of acquisition and revitalization. As such, popularity of the parks has surged, sparking an interest to local businesses. To develop meaningful partnerships which are beneficial to public service, staff has developed an ordinance governing the permit process toward selling goods or services at County parks.

### DISCUSSION:

When drafting this ordinance, staff has developed the following critical components by referencing numerous neighboring jurisdictions as well as State and Federal governing bodies:

- Vendors must obtain a separate permit for each park in which they intend to conduct business;
- Vendors must name the County as "Additional Insured" on a robust insurance policy as approved by our Risk Management department;
- Only sales or services which benefit the public by enhancing the experience of the park itself shall be allowed;
- The issuance of a permit does not guarantee exclusivity;
- Vendors shall not solicit business from or otherwise harass park patrons;

- At no point in time shall a vendor establish a permanent or a semi-permanent operation on any County owned or leased property – any operation shall occur during park hours only;
- Vendors will not be allowed to store any materials upon any County owned or leased property;
- All waste and refuse generated onsite shall be properly disposed of;
- The specific location of any operation within the park shall be approved beforehand by CDSA.

The permits will cost businesses \$500 each and be valid for the calendar year. All permits will be subject to a thirty (30) day approval process which is contingent on ensuring the overall scope of proposed sales or services are consistent with providing an enhanced experience to the public while at the park.

The draft included for your consideration is currently at County Counsel pending legal review. Staff is prepared to make changes to the final ordinance as deemed appropriate per your findings or those of legal counsel before seeking approval of the full Board.

FISCAL IMPACT:

No impact to the General Fund.

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA  
DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper in the County of Yuba, State of California.

Section 2. Chapter 6.76 of the Yuba County Ordinance Code is hereby enacted in its entirety to read as follows:

**CHAPTER 6.76**  
**VENDOR PERMITS ISSUED FOR COUNTY PARKS AND RECREATION AREAS**

**Sections**

**6.76.010 Purpose**

**6.76.020 Parks and Recreation Areas Defined**

**6.76.030 General**

**6.76.040 Application Process**

**6.76.050 Fees**

**6.76.060 Insurance Requirements**

**6.76.070 Use of County Property**

**6.76.080 Vendor Operations**

**6.76.090 Products and Services Sold**

**6.76.100 Violations and Penalties**

**6.76.110 Enforcement**

**6.76.010 Purpose.** To further improve the overall experience of county parks and recreation areas, Yuba County may elect to issue vendor permits to companies whose business directly enhances the enjoyment of the public within county parks and recreation areas.

**6.76.020 Applicability.** This Chapter shall apply to any indoor or outdoor park, park-like or recreational area whose boundaries fully or partially lie within the County of Yuba and is under the control or jurisdiction of the County and which exists for the purpose of recreation, aesthetic value, or the conservation of cultural, historical or natural resources.

For the purposes of this chapter, the term “Park” shall refer to all parks and recreation areas as described in the previous paragraph.

Additionally, the term “Permit” shall refer to the vendor permit as described herein.

**6.76.030 General.**

- (1) A vendor permit must be obtained for any commercial use on, within, or entailing the use of County owned or leased parks or recreation areas as defined in section 6.76.020.
- (2) Permits shall be valid for one park or recreational area only. Vendors wishing to conduct business on or within multiple sites must obtain a permit for each park or recreation area.
- (3) All permits shall be consistent with offering goods and/or services intended to enhance the overall visitor experience at or within a County park or recreation area.
- (4) Permits are valid for one (1) calendar year (January 1 – December 31) and must be renewed every year.
- (5) A vendor permit does not create an exclusive use of an area by the permit holder. The permit holder shall not interfere with other valid uses of the park or recreation area by other users including other permit holders.
- (6) A vendor permit does not guarantee access to a park or recreation area if that facility or a portion thereof is closed by County personnel for any reason.
- (7) The permit holder must follow all stipulations and requirements of the vendor permit and all State laws and County ordinances.
- (8) Permits are only issued valid to the applicant and shall not be sold or otherwise given to another person or business.
- (9) Permit holders shall not assign, contract or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily.
- (10) Yuba County reserves the right to refuse, suspend or revoke pending or issued permits at any time.
- (11) Permit holders shall not create or cause a public nuisance.

**6.76.040 Application Process.** Vendors shall apply for permits in person at the Community Development and Services Agency office. All applications are subject to a thirty (30) day

review process to ensure conformity with the County's mission. Items to be collected at the time of application will include:

1. Legal business name with contact information and tax ID number
2. Proof of Insurance
3. Description of Sales and/or Services, including specific items to be sold
4. Description of vehicles to be used upon County property

**6.76.050 Fees.** The fee for the vendor permit shall be \$500 per calendar year and shall apply to one park site only. Vendors shall acquire a separate permit for each park in which they intend to conduct business. Once issued, all permit fees are non refundable.

**6.76.060 Insurance Requirements.** Vendor permit holders shall name the County of Yuba as an additional insured (not co-insured) and shall contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed or deleted before thirty (30) days written notice by the insurance company to the County of Yuba. The business name used on the original application must be the same name used for liability coverage.

The minimum scope of insurance shall be at least the amount approved by the County as detailed on the application form:

Vendors seeking to offer sales or services which may be considered unconventional or unusually high risk in nature may be subject to higher minimums at the County's sole discretion.

**6.76.070 Use of County Property.**

- (1) Vendors may only use County owned or leased property when in possession of a current, valid vendor permit only to conduct specific sales or services as detailed in the application for the purpose(s) which the permit was issued.
- (2) At no time shall a vendor establish a permanent or semi-permanent operation upon any County owned or leased property.
- (3) It shall be prohibited for a permit holder to construct, erect or place any building, structure or fixture on County owned or leased property.
- (4) Vendors in possession of a valid vendor permit may use the approved park or recreation area for temporary day use only and must ensure all property is removed prior to the posted closing hours of the park or recreation area.

- (5) Vendors shall only be permitted to setup or locate in a specific area(s) of the respective park or recreation area as approved by Yuba County.
- (6) All waste and refuse generated onsite shall be properly disposed of per Yuba County Ordinance Code 7.05.

#### **6.76.080 Vendor Operations.**

- (1) Vendors must post a copy of the vendor permit in plain view where customers and County personnel can read it and must be prepared to show a copy when requested by a customer or County employee.
- (2) Vendors SHALL NOT obstruct, impede or harass any visitor, employee or volunteer.
- (3) Vendor solicitation upon or within any park or recreation area is strictly prohibited. All customers must seek out the services of the permit holder on their own accord.
- (4) All vending sites are first come, first serve to permit holders. Reserving or saving specific locations within a park or recreation area is strictly prohibited.
- (5) The permit holder shall not remain in or upon any County owned or leased property beyond the posted park hours and any items left beyond those hours shall become the property of Yuba County. In designated campground areas open to the public 24 hours a day, vendors shall not remain onsite between the hours of 8:00 PM and 8:00 AM.
- (6) All vehicles and equipment used to conduct business under the scope of the permit shall be clearly marked as such and be neat, orderly, sanitary and in a safe condition. Only vehicles listed on the application shall be permitted.
- (7) The permit holder is responsible for the proper removal or disposal of all trash or litter generated at the vending site.

#### **6.76.090 Products and Services Sold.**

Only specific products or services approved in writing on the vendor permit application at the time of issuance may be sold or offered.

Vendors shall be prohibited from offering, selling, or providing the following services upon any County owned or leased park or recreation area:

- (a) Alcohol



- (b) Tobacco
- (c) Ammunition
- (d) Fireworks or explosive devices
- (e) Fuel for motor vehicles
- (f) Lewd or pornographic material
- (g) Drugs or drug paraphernalia
- (h) Plants or animals other than bait typically used for fishing
- (i) Glass containers of any type
- (j) Any item otherwise unlawful for sale, possession or use within the State of California or in violation of any Yuba County ordinance code

**6.76.100 Violations and Penalties.** Except as otherwise provided in this chapter, any person violating any provision of this chapter shall be subject to the following administrative penalties:

- 1<sup>st</sup> Offense: Written warning for non compliance of this chapter
- 2<sup>nd</sup> Offense: Permit revoked for three (3) years and a fine equal to the annual permit fee

Any person in subsequent violation of the above administrative penalties shall be guilty of a misdemeanor, and upon conviction thereof, is punishable by imprisonment in the County jail for a term not exceeding six months or a fine not exceeding one-thousand dollars (\$1,000.00) or both. Each separate day during which any violation occurs is a separate offense.

**6.76.110 Enforcement.** The provisions of this chapter may be enforced by any duly appointed peace officer. Any person authorized to enforce the provisions of this chapter may issue such citation or notice to appear as may be appropriate under the circumstances.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



Human Services Committee



# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 Fax: (530) 749-6281



013-12

**Joseph W. Cassady, D.O.,  
Health Officer**

Phone: (530) 749-6366

**TO:** Human Services Committee  
Yuba County

**FROM:** *Suzanne Nobles*  
Suzanne Nobles, Director  
Health and Human Services Department

**DATE:** January 10, 2012

**SUBJECT:** Resolution of the Board of Supervisors to Enter into Agreement with the California Department of Public Health for Immunization Project Subvention Funds and Authorizes Chairman to execute documents required by the Agreement

**RECOMMENDATION:** Board of Supervisors Approval of the Resolution Authorizing the Health and Human Services Department to enter into the Agreement with the California Department of Public Health (CDPH) for Immunization Project Subvention Funds and authorizing the Chairman to execute documents as required by this Agreement; and, approval of the Agreement with CDPH for Immunization Project Subvention Funds for the term of July 1, 2011 through June 30, 2013 is recommended.

**BACKGROUND:** This Agreement is a continuation application the Health and Human Services Department is applying for through CDPH in the amount of \$25,000.00 per fiscal year to increase the immunization levels of infants and toddlers and to establish an adult vaccination program. Sections 120325-120380 of the Health and Safety Code, Chapter 435, requires immunizations against childhood diseases prior to school admittance. County Health Officers are required to organize and maintain a program to make required immunizations available. This Agreement will assist the County in defraying costs of the mandated program.

**DISCUSSION:** The Agreement with CDPH would assist Yuba County in expanding its immunization coverage levels to 95 percent or greater for each immunization required by law for kindergarten students and child care entrants within Yuba County. This Agreement will also assist in increasing the immunization coverage level of two-year-olds to 90 percent for one dose of measles, mumps, and rubella (MMR) vaccine, three doses of polio vaccine, and at least four doses of diphtheria tetanus, and Pertussis (DTP) vaccine. The adult vaccination program will promote flu vaccination to improve immunization coverage rates among adult populations within the county.

**FISCAL IMPACT:** Approval of the resolution and subsequent Agreement will not impact County Funds. There is no County match requirement.

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

**AUTHORIZE THE YUBA COUNTY HEALTH )  
AND HUMAN SERVICES DEPARTMENT TO )  
ENTER INTO AGREEMENT WITH THE STATE )  
OF CALIFORNIA, DEPARTMENT OF PUBLIC )  
HEALTH, FOR IMMUNIZATION PROJECT )  
SUBVENTION FUNDS FOR THE PERIOD OF )  
JULY 1, 2011-JUNE 30, 2013; AND AUTHORIZE )  
CHAIRMAN TO EXECUTE DOCUMENTS AS )  
REQUIRED BY THE AGREEMENT AND ANY )  
PERTINENT DOCUMENTS RELATED TO THIS )  
PROGRAM, AND TO AUTHORIZE )  
ACCEPTANCE OF FUNDS )  
\_\_\_\_\_ )**

Resolution No. \_\_\_\_\_

WHEREAS, the State of California has made funds available to local health departments to expand their immunization services and increase the immunization levels of infants, toddlers and adults; and

WHEREAS, it is in the best interest of the residents of the County of Yuba to increase the availability of immunization services to children and adults within the community through the Health and Human Services Department, Health Division immunization programs and to establish an adult vaccination program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the submission of the Standard Agreement to the California Department of Public Health for Immunization Project Subvention Funds is hereby authorized.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Chairman is hereby authorized to accept \$25,000.00 per year for the two-year period from July 1, 2011 through June 30, 2013 and any subsequent funds awarded for the stated period; to execute, upon review and approval of the County Counsel, documents as required by the grant contract for the stated two-year period; to authorize and execute the allocation of funds for the stated two-year period, and further the Chairman is granted permission to amend contracts for additional or lesser funding, and execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded. A copy of the said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

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PASSED AND ADOPTED at a regular meeting of the Board of Supervisors  
of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
\_\_\_\_\_, Chair of the Board

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

\_\_\_\_\_

ANGIL P. MORRIS-JONES  
YUBA COUNTY COUNSEL  
APPROVED AS TO FORM:

Kal Garomone



# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT



014-12


### Suzanne Nobles, Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 Fax: (530) 749-6281

### Joseph W. Cassady, D.O., Health Officer

Phone: (530) 749-6366

TO: Human Services Committee  
Yuba County

FROM:   
Suzanne Nobles, Director  
Health and Human Services Department

DATE: January 10, 2012

SUBJECT: Fiscal Year (FY) 2011/2012 California Department of Veteran  
Affairs (CDVA) Subvention and Medi-Cal Certificate of Compliance

**RECOMMENDATION:** Board of Supervisors approval of California Department of Veteran Affairs (CDVA) Subvention and Medi-Cal Certificate of Compliance for FY 2011/2012 is recommended.

**BACKGROUND:** Per Military and Veteran Code Section 972, all California County Boards of Supervisors are required to certify that their respective county is in compliance with state code. In completing the attached certificate, Yuba County will be eligible to receive CDVA funding for the County Veteran Services Office. A renewal of this certificate is required on an annual basis.

**DISCUSSION:** State funding is a major revenue source for the Yuba-Sutter County Veteran Services Office. By completing the attached Certificates, the Board of Supervisors will ensure that Yuba County is eligible for available state funding. In validating and signing these certificates, this funding will be secured and vital public service will continue. The services provided by the Veteran Services Office are critical in obtaining benefits for all county Veterans and their families.

**FISCAL IMPACT:** Failure to complete the certificates for FY 2011/2012 would reduce the Yuba-Sutter County Veteran Services Office funding by approximately \$94,506, and would require an increase in expenditure of Yuba and Sutter Counties General Funds or a reduction in office staff/services.

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# CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

## SUBVENTION

### CERTIFICATE OF COMPLIANCE

FISCAL YEAR 2011/2012

YUBA COUNTY

COUNTY SUBVENTION PROGRAM

Charge:

Contribution to counties toward compensation and expenses of their County Veterans Service Office according to Military and Veterans Code Sections 972, and 972.1, a State General Funds Expenditure, and 972.2, a Special Fund Expenditure.

County Certification:

I certify that Yuba County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I also agree that this county, through the County Veterans Service Office, will maintain annual records for audit. These records will be maintained until the final allocation of funds for the subject fiscal year is issued by the CDVA. We will also submit reports in accordance with the procedures and timelines established by CDVA. The County Veterans Service Officer will permit CDVA representatives to inspect all facilities and records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

\_\_\_\_\_  
Roger Abe, Chairman  
Yuba County Board of Supervisors

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
ANGIL P. MORRIS-JONES  
COUNTY COUNSEL  
BY: W. A. Garamendi

# CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

## MEDI-CAL

### CERTIFICATE OF COMPLIANCE

FISCAL YEAR 2011/2012

YUBA COUNTY

#### MEDI-CAL COST AVOIDANCE PROGRAM

I certify that Yuba County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5.

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CDVA under this agreement will reasonably benefit the Department of Health Services (DHS) or realize cost avoidance to the Medi-Cal program. All County Eligibility Workers who generate a Form CW-5 (Veterans Benefits Referral) will be instructed to indicate the applicant's Welfare Aid Code on the face of the form.
2. All monies received under this agreement will be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to the CDVA from the DHS.
4. The CVSO is responsible for administering this program according to the California Code of Regulations, Title 12, Subchapter 4.

\_\_\_\_\_  
Roger Abe, Chairman  
Yuba County Board of Supervisors

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
ANGIL P. MORRIS-JONES  
COUNTY COUNSEL  
BY: Pat Garand

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT



015-12


### Suzanne Nobles, Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 Fax: (530) 749-6281

### Joseph W. Cassady, D.O., Health Officer

Phone: (530) 749-6366

**TO:** Human Services Committee  
Yuba County

**FROM:**   
Suzanne Nobles, Director  
Health and Human Services Department

**DATE:** January 10, 2012

**SUBJECT:** Requests for Authorization to Solicit Proposals for a Registered Dietician for Nutritional Education Services for Yuba County's Supplemental Nutrition Assistance Program Education (SNAP-Ed)

**RECOMMENDATION:** Board of Supervisors approval authorizing the Health and Human Services Department (HHSD) to solicit proposals for a Registered Dietician for nutritional education services through grant funding provided by California Department of Public Health (CDPH) and California Department of Social Services (CDSS) for the SNAP-Ed program is recommended.

**BACKGROUND:** HHSD has been selected by the CDPH, in conjunction with CDSS, to receive a \$300,000 grant award, with \$150,000 awarded to the "County Welfare Department" and \$150,000 awarded to the "Local Health Department", to partner and coordinate efforts to implement the SNAP-Ed program. The program, made available to the State of California through the United States Department of Agriculture (USDA), is intended to provide nutrition interventions and education to low-income residents on making healthier choices within their limited budgets, increasing fruit and vegetable consumption and physical activity.

**DISCUSSION:** The Board of Supervisors approved the submission of the SNAP-Ed grant application to CDPH for Local Public Health Funding and CDSS for Social Services funding on November 1, 2011. Based upon the grant applications submitted by Health and Human Services to CDPH and CDSS and the subsequent grant award in the amount of \$300,000 a Request for Proposal (RFP) is required to meet the grant and county purchasing guidelines.

The Health and CalWORKs divisions of HHSD has each contributed \$39,000 for a total of \$78,000 of their grant award to contract with a registered dietician to provide nutritional consulting services for the new Community Nutrition Program for the period of November 1, 2011 through September 30, 2012. Applicants determined to be the most responsive to the requirements of the RFP will be invited to participate in the interview process. Final selection will be made by the County Evaluation Team.

**FISCAL IMPACT:** The maximum amount of the RFP for a Registered Dietician is \$78,000. The cost is funded through a grant provided by CDPH and CDSS for the SNAP-Ed program. There is no County Match requirement.

**COUNTY OF YUBA  
HEALTH AND HUMAN SERVICES DEPARTMENT  
REQUEST FOR PROPOSAL**

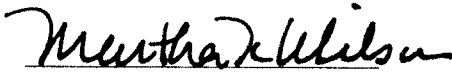
***Registered Dietitian  
For Nutritional Education Services***




**PROPOSAL CLOSING DATE:**

***February 15, 2012  
at 5:00pm***

RISK MANAGEMENT

  
Martha K. Wilson,  
Risk Manager

COUNTY COUNSEL

  
Angil P. Morris-Jones,  
County Counsel

**COUNTY OF YUBA  
HEALTH AND HUMAN SERVICES DEPARTMENT  
REQUEST FOR PROPOSAL**

***Registered Dietitian  
For Nutritional Education Services***



**PROPOSAL CLOSING DATE:**

***February 15, 2012  
at 5:00pm (PST)***

**Opens: January 18, 2012**  
**Proposals Due: February 15, 2012**

<b>CONTENTS</b>	
<b>SECTION</b>	
<b>1</b>	<b>INTRODUCTION</b>
<b>2</b>	<b>RFP SCHEDULE OF EVENTS</b>
<b>3</b>	<b>PROPOSAL REQUIREMENTS</b>
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<b>5</b>	<b>APPLICANT'S CONFERENCE</b>
<b>6</b>	<b>PROPOSAL EVALUATION &amp; CONTRACT AWARD</b>
<b>7</b>	<b>PROTEST PROCEDURE</b>
<b>RFP ATTACHMENTS:</b>	
<b>1</b>	<b><i>APPLICATION</i></b>
<b>2</b>	<b><i>SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES</i></b>



## **1. INTRODUCTION**

The County of Yuba, through the Health and Human Services Department (HHSD), is inviting individuals and businesses (Public, Private and Non-Profit) to provide nutritional consulting services by a California Registered Dietitian.

The California Department of Public Health has designated a portion of its *Network for a Healthy California (Network)* funds for the Community Nutrition Local Health Department Expansion Project. As fiscal and administrative agent for these funds, HHSD is using a portion of these funds, up to \$78,000, to provide nutritional consulting services for the new Community Nutrition Program. The funded period will be from **November 1, 2011** (or whenever the contract is signed, whichever is later) through **September 30, 2012**.

### **1.1 SCOPE OF SERVICES**

HHSD is seeking a Registered Dietitian to provide consultation to the Project Coordinator and Peer Educators as they carry out nutritional education activities in the community and to assist in the development of a County Nutrition Action Plan for the new HHSD Community Nutrition Program. The Registered Dietitian will also perform related administrative and programmatic oversight duties as assigned, including

- 1.1.1 Community-based nutritional education, nutritional analysis, menu modification, dietary analysis, counseling and education.
- 1.1.2 Preparing and modifying materials used for nutritional education.
- 1.1.3 Submitting a written report at least once during the term of the agreement or as required in regards to services provided.
- 1.1.4 Assisting in the development of a County Collaborative to develop a County Nutritional Action Plan.
- 1.1.5 Providing consultation to and/or training of Nutrition Educators who will in turn provide nutritional education to CalFresh (California's federal Supplemental Nutrition Assistance Program (SNAP)) eligible clients in Yuba County.
- 1.1.6 Meeting and consulting with HHSD Staff, Community Members, County Nutrition Action Plan (C-NAP) Group and the State as needed.
- 1.1.7 Recommending for purchase or acquisition nutritional education materials for client or staff education.
- 1.1.8 Performing related administrative and programmatic oversight duties for the Community Nutrition Program as assigned.

- 1.1.9 Developing reports, drafting or revising policies and procedures, and completing appropriate written documentation for all activities conducted.

## **1.2 RFP COMMUNICATIONS**

- 1.2.1 Interested Parties must direct all communications including questions regarding this RFP, to the following RFP Coordinator, who is the County's only official point of contact for this RFP.

Marge Troester, Supervising Public Health Nurse  
5730 Packard Avenue, Suite 100  
Marysville, CA 95901  
[mtroester@co.yuba.ca.us](mailto:mtroester@co.yuba.ca.us)

- 1.2.2 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than January 24, 2012. The Written Comments Deadline is detailed in the RFP Section 2, Schedule of Events.
- 1.2.3 The County reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The County's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.2.4 Only the County's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.2.5 The County reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).  
<http://www.co.yuba.ca>

## **1.3 PROPOSAL DEADLINE**

Proposals must be submitted no later than February 15, 2012 by 5:00 p.m. The Proposal Deadline time and date are detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted and an Applicant's failure to submit a proposal by the deadline shall cause the proposal to be disqualified.

## **2. RFP SCHEDULE OF EVENTS**

The following Schedule of Events represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Pacific Standard Time.

<b>RFP SCHEDULE OF EVENTS</b>		
<b>NOTICE: The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The County will communicate any adjustment to the Schedule of Events to the applicants from whom the County has received a proposal.</b>		
<b>Note: <u>ALL</u> dates are County Business Days.</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE</b>
1. County Releases/Posts RFP		<b>Jan. 18, 2012</b>
2. Applicant's Conference		<b>Jan. 25, 2012</b>
3. Written Comments Deadline		<b>Feb. 1, 2012</b>
4. County Responds to Written Comments		<b>Feb. 8, 2012</b>
<b>5. Proposal Deadline</b>	<b>5:00 p.m.</b>	<b>Feb. 15, 2012</b>
6. County Completes Proposal Evaluations		<b>Feb. 22, 2012</b>
7. County recommends award to successful Applicant.		<b>Feb. 24, 2012</b>
8. Protest Period Begins		<b>Feb. 24, 2012</b>
9. Protest Period Ends		<b>March 2, 2012</b>
10. Contract Signing		<b>March 5, 2012</b>

### **3. PROPOSAL REQUIREMENTS**

Each Applicant must submit a proposal in response to this RFP with the most favorable terms that the Applicant can offer.

#### **3.1 PROPOSAL FORM AND DELIVERY**

3.1.1 Each response to this RFP must consist of an Application, Narrative and Cost Proposal (as described below).

3.1.2 Each Applicant must submit one (1) original and four (4) copies of the Proposal to the County in a sealed package that is clearly marked:

**“Registered Dietitian Proposal in Response to RFP - Do Not Open”**

3.1.3 If an Applicant encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

**“Contains Separately Sealed Registered Dietitian Proposal in Response to RFP - Do Not Open”**

3.1.4 The County must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Yuba County Health and Human Services  
Attn: Marge Troester, Supervising Public Health Nurse  
5730 Packard Avenue, Suite 100  
P.O. Box 2320  
Marysville, CA 95901

3.1.5 An Applicant may not deliver a proposal orally or by any means of electronic transmission.

#### **3.2 APPLICATION**

Using the form titled "**APPLICATION**" (*Attachment 1*) provide all information including company or individual name, address, contact person, telephone, e-mail, original signature of authorized signer to submit the Narrative and Cost Proposal.

### **3.3 NARRATIVE PROPOSAL REQUIREMENTS**

- 3.3.1 Each Narrative Proposal should be economically prepared, with emphasis on completeness and clarity of content. The Narrative Proposal, as well as any reference material presented, must be written on standard 8 1/2" x 11" paper, 1" margins, 12 point font, and double spaced (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). The maximum page length is eight (8) pages. All Narrative Proposal pages must be numbered.
- 3.3.2 All information included in the Narrative Proposal should be relevant to a specific requirement detailed in Sections 3.4, 3.5, and 3.6. All information must be incorporated into a response to a specific requirement and clearly referenced. The Applicant must address, in sequence, all the requirements and provide the information and documentation as required. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

### **3.4 QUALIFICATIONS AND EXPERIENCE SECTION**

The Applicant must address all Qualifications and Experience section items and provide, in sequence, the information, and documentation as required.

- 3.4.1 Describe the Applicant's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company).
- 3.4.2 Provide a brief, descriptive statement indicating the Applicant's credentials to deliver the services sought under this RFP.
- 3.4.3 Describe how long the Applicant has been performing the services required by this RFP and include the number of years in business.
- 3.4.4 Provide a narrative description of the proposed individual or project team, the members and organizational structure.
- 3.4.5 Provide as documentation a Registered Dietitian license issued by the American Dietetic Association.
- 3.4.6 Provide documentation or a letter of assurance of the ability to obtain the following insurance requirements (this requirement does not count as part of the eight (8) page maximum):
- General Liability Insurance (Including operations, products and completed operations) with a limit not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- Automobile Liability Insurance with a limit not less than \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation Insurance as required by the State of California.
- Employer's Liability Insurance with a limit not less than \$1,000,000 each accident, with a \$1,000,000 policy limit for bodily injury by disease.
- Professional Errors and Omissions Liability with a limit not less than \$1,000,000 per incidence and \$1,000,000 annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

### **3.5 TECHNICAL APPROACH SECTION**

The Applicant must address all Technical Approach section items and provide, in sequence, the information, and documentation as required.

- 3.5.1 Describe your experience in community based nutritional education, nutritional analysis, dietary analysis, counseling and education.
- 3.5.2 Describe your experience in a health sciences setting and your familiarity with the mission and services provided by local public health agencies.
- 3.5.3 Submit the names, titles and contact information of three (3) professional references. These references shall be substantially involved in nutritional education and familiar with the Registered Dietitian's work.

### **3.6 COST PROPOSAL SECTION**

- 3.6.1 Develop and submit a cost proposal with an hourly fee.
- 3.6.2 The proposed cost shall incorporate all costs for services under the Agreement for the total contract period (i.e. insurance costs stated in the Agreement for Professional Services)

## **4. GENERAL REQUIREMENTS**

This solicitation does not constitute a contract, offer of employment or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation.

### **4.1 APPLICANT REQUIRED REVIEW**

Each Applicant must carefully review the RFP and all attachments, for comments, questions, defects, objections or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning this RFP must be made in writing and received by the County no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

#### **4.2 RFP CANCELLATION**

The County reserves the right to withdraw or cancel the solicitation at any time without prior notice.

#### **4.3 RIGHT OF REJECTION**

The County reserves the right, at its sole discretion, to reject any and all proposals.

#### **4.4 PROPOSAL PREPARATION COSTS**

The cost of preparation of a proposal is the obligation of the interested party. Yuba County will not be liable for any costs incurred by the interested party in preparing or submitting a proposal.

#### **4.5 AGREEMENT APPROVAL**

County obligations and payment shall commence only after the Agreement is signed by the Contractor and the County Purchasing Agent.

#### **4.6 REPORTING**

Bi-weekly time logs are required using a specific form provided by the *Network*. Other reporting requirements will be determined by the *Network*.

#### **4.7 PAYMENT**

All payments shall be made in accordance with the Agreement Payment Terms (refer to RFP Attachment 2, *Sample Agreement for Services Attachment B, Payment*).

#### **4.8 CONTRACTOR PERFORMANCE**

The Contractor shall be responsible for the completion of all work set out in the Agreement. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Agreement.

#### **4.9 FEDERAL FUNDING**

This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONTRACTORS and subcontractors must adhere to the provisions of the Copeland "Anti-kickback Act" and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: [www.dol.gov/compliance/guide/cwhssa.htm](http://www.dol.gov/compliance/guide/cwhssa.htm) and [www.dol.gov/compliance/guide/kickback.htm](http://www.dol.gov/compliance/guide/kickback.htm). Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

#### **5. APPLICANT'S CONFERENCE**

An Applicant's Conference will be held at the County of Yuba, Health and Human Services Department in the Yuba River Conference Room located at 5730 Packard Ave, Suite 100, Marysville, California, on **January 25, 2012** from 1:00-3:00 p.m.

The County requests that potential applicants register for these conferences by sending an e-mail to: [lolsen@co.yuba.ca.us](mailto:lolsen@co.yuba.ca.us) to ensure that adequate accommodations are made for the number of prospective attendees. Please provide a list of the names of the individuals expected to attend. Failure to attend the conference will not preclude the submission of an Application.

All comments and questions and corresponding county responses will be compiled into an addenda and posted online at <http://www.co.yuba.ca.us>.

## **6. PROPOSAL EVALUATION**

### **6.1 Evaluation Categories & Maximum Points**

The County will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

<b>CATEGORY</b>	<b>MAXIMUM POINTS POSSIBLE</b>
Qualifications and Experience	<b>40</b>
Technical Approach	<b>30</b>
Cost Proposal	<b>30</b>

### **6.2 CONTRACT AWARD PROCESS**

The interested party selected shall agree to and sign an Agreement with the County; final terms of the Agreement will be negotiated with the selected applicant, but shall be substantially the same as the RFP Attachment 2, Sample Agreement for Professional Services.

## **7. PROTEST PROCEDURE**

Protests or Appeals with respect to the solicitation or award of the Yuba County Health and Human Services Dietitian Services will be required to follow current requirements of the Yuba County Purchasing and Contract Policy Manual. The Yuba County Purchasing and Contract Manual, Section 9. Protests and Appeals states:

### **9.0 PROTESTS AND APPEALS**

*Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.*



### **9.1 Response to Protests and Appeals**

*The Director of Administrative Services, or in his or her absence the Assistant Director of Administrative Services, shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:*

*(a) State the reason for the action taken.*

*(b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.*

*The Director of Administrative Services shall discuss with County Counsel all protests.*

**Doug McCoy, Director**  
Yuba County Administrative Services  
915 8<sup>th</sup> Street, Suite 119  
Marysville, California 95901

(County Use Only)

RFP Application #: \_\_\_\_\_ Date & Time received: \_\_\_\_\_ / \_\_\_\_\_

**Yuba County Health and Human Services  
Registered Dietitian  
Request for Proposal**

**Application**

Interested Party: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Agency Official Authorized to Submit this Proposal:** Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including EIN number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

**SAMPLE  
AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional Services (AGREEMENT) is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and \_\_\_\_\_ ("CONTRACTOR").

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as to follows:

The purpose of this Agreement is to provide services to the Yuba County Health and Human Services Department in implementing activities related to the Community Nutrition Local Health Department Expansion Project.

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

**2. TERM.**

Commencement Date:

Termination Date: September 30, 2012

The term of this Agreement shall become effective on \_\_\_\_\_, and shall continue in force and effect for a period of \_\_\_\_\_ () months, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to 90 days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to

this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

### **3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

### **4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

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 Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-4.

### **5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C."

### **6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

### **7. DESIGNATED REPRESENTATIVES.**

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. \_\_\_\_\_ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

### **8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services

Attachment B - Payment  
Attachment C - Additional Provisions  
Attachment D - General Provisions  
Attachment E – Insurance Provisions  
Attachment F – Confidentiality Provisions and Statements  
Attachment G - Service and Fee Schedule  
Attachment H – Invoice Format

**9. TERMINATION.**

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2012.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

\_\_\_\_\_  
Chair, Board of Supervisors

Pursuant to Resolution of the  
Board No. \_\_\_\_\_

\_\_\_\_\_  
NAME

TITLE

Tax I.D. No. \_\_\_\_\_

INSURANCE PROVISIONS APPROVED

\_\_\_\_\_  
Martha K. Wilson,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  
Angil P. Morris-Jones  
County Counsel

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Suzanne Nobles, Director  
Yuba County Health and  
Human Services Department

## **ATTACHMENT A**

### **A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- Community-based nutritional education, nutritional analysis, menu modification, dietary analysis, counseling and education.
- Preparing and modifying materials used for nutritional education.
- Submitting a written report at least once during the term of the agreement or as required in regards to services provided.
- Assisting in the development of a County Collaborative to develop a County Nutritional Action Plan.
- Providing consultation to and/or training of Peer Educators who will in turn provide nutrition education to CalFresh (California's federal Supplemental Nutrition Assistance Program (SNAP)) eligible clients in Yuba County.
- Meeting and consulting with HHSD Staff, Community Members, County Nutrition Action Plan (C-NAP) Group and the State as needed.
- Recommending for purchase or acquisition nutrition education materials for client or staff education.
- Performing related administrative and programmatic oversight duties for the Community Nutrition Program as assigned.
- Developing reports, drafting or revising policies and procedures, and completing appropriate written documentation for all activities conducted.

### **A.2. TIME SERVICES RENDERED.**

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

### **A.3. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.4. FACILITIES FURNISHED BY COUNTY.**

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.



## **ATTACHMENT B**

### **PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

#### **B.1 MAXIMUM AMOUNT PAYABLE.**

COUNTY shall pay CONTRACTOR an amount not to exceed \$\_\_\_\_\_ (Written amount Dollars) per the term of this Agreement in accordance with the rates specified in Attachment G, Service and Fee Schedule. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$\_\_\_\_\_ (Written amount Dollars) per the term of this Agreement without a formal written amendment to this Agreement approved by the Yuba County Board of Supervisors.

#### **B.2 FISCAL PROVISIONS.**

**B.2.1** CONTRACTOR shall submit a detailed invoice monthly for payment of services rendered no later than the tenth (10<sup>th</sup>) day of the month following the provision of services.

**B.2.2** The detailed invoice submitted shall include the CONTRACTOR's name and address, the date(s) of service delivery and the number of hours delivered.

**B.3.3** Unless other arrangements are made with COUNTY, invoices shall be mailed to:

Yuba County Health and Human Services Department  
Attention: Public Health Division  
5730 Packard Avenue, Suite 100  
P.O. Box 2320  
Marysville, CA. 95901

**B.4 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

**B.5 FULL PAYMENT.** CONTRACTOR agrees that payment for services rendered under this Agreement that is made in accordance to the rates specified in Attachment F, Services and Fee Schedule, represents payment in full for said services. CONTRACTOR shall not seek reimbursement from COUNTY for any services reimbursed in whole or in part by any other payor. CONTRACTOR shall submit no claim to demand or otherwise collect reimbursement from referred clients, or persons acting on behalf of referred clients served under this Agreement, for any services reimbursed

in whole or in part under this Agreement, except to collect third party co-payment or share of cost.

**B.6 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

## **ATTACHMENT C**

### **ADDITIONAL PROVISIONS**

**C.1 FUNDING.** CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the state or federal legislatures or any statute enacted by the state or federal legislatures which may affect the provisions, terms, or funding of this Agreement in any manner.

### **C.2 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.**

**C.2.1** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.2.2** Licenses, permits, notices, and certificates which CONTRACTOR must maintain for the purpose of and during the term of this Agreement are as follows:

- Registered Dietitian # \_\_\_\_\_

**C.3 HIPAA.** The parties agree that the CONTRACTOR is not a "business associate" of County under HIPAA. CONTRACTOR will not be performing or assisting in the performance of covered HIPAA functions on behalf of County. There will be no exchange of individually identifiable health information between County and CONTRACTOR. The parties agree that they shall comply with all HIPAA privacy regulations to the extent they apply at all, including, but not limited to, those set forth in 45 C.F.R. Parts 160 and 164, and also with privacy applications arising under the State of California.

**C.4 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or examination, or for taking excerpts and transcriptions.

**C.5 INSPECTION.** CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by

authorized representatives of COUNTY, the State of California, and the United States government.

**C.6 ACCEPTANCE.** All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

**C.7 SECURITY CLEARANCE AND BACKGROUND CHECK.** CONTRACTOR shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONTRACTOR personnel assigned to perform services pursuant to this agreement, are required to pass a background check and security clearance. Such background and security check shall be conducted at the CONTRACTOR's expense and shall be coordinated by the CONTRACTOR with the Yuba COUNTY Probation Department, 215 5th St. Marysville, CA 95901. CONTRACTOR personnel shall provide the following information to the COUNTY Probation Department for security and background check: date of birth, Social Security number, driver's license number, and current address. This requirement shall apply to any new personnel due to employee turnover.

CONTRACTOR will provide names of all persons who are scheduled to perform services pursuant to this agreement, to the COUNTY's authorized representative named in this Agreement along with results of background and security check prior to start of work. The COUNTY reserves the right to review the personal background information and to conduct further security clearances on the CONTRACTOR's assigned personnel. CONTRACTOR personnel must be cleared by the COUNTY prior to start of work. Any person or persons not acceptable to the COUNTY shall be prohibited from working on COUNTY facilities. Infractions in the background investigation may be grounds for disqualification. It will be the responsibility of the CONTRACTOR to meet with the COUNTY's authorized representative to discuss these matters. The Agreement may be terminated if the CONTRACTOR is unable to perform the work with persons acceptable to the COUNTY.

**C.8 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**C.9 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates,

materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

**C.10 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code §11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code §15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

**C.11 DRUG-FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code §8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug-Free Workplace.

**C.12 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

## **ATTACHMENT D**

### **GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:

**D.1.1** All acts of CONTRACTOR shall be performed as an independent contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

**D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

**D.1.4** As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

**D.1.5** CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

**D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

**D.1.7** As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

**D.3 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.4 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

**D.5 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.6 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.7 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards

observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

**D.9 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with §107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.10 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

**D.11.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

**D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; 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 Agreement. 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. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is



cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon 30 days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

**D.12 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of §504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent

breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 CAPTIONS** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.19 DEFINITIONS** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.19.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereupon.

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

**D.31 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Suzanne Nobles,  
Director  
Yuba County Health and  
Human Services Department  
5730 Packard Avenue, Suite 100  
P.O. Box 2320  
Marysville, CA 95901

With a copy to:  
County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONTRACTOR":

Name  
Address  
City, State Zip

## ATTACHMENT E

### INSURANCE PROVISIONS

**E.1 MINIMUM SCOPE OF 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 and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

**E.1.1 Coverage shall be at least as broad as:**

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with coverage form subject to COUNTY approval.

**E.1.2 Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than:

1. General Liability: (including operations, products and completed operations.)	<b>\$1,000,000</b>	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	<b>\$1,000,000</b>	Per accident for bodily injury and property damage.
3. Workers' Compensation:	As required by the State of California.	
4. Employer's Liability:	<b>\$1,000,000</b>	Each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.

5. Professional Errors and Omissions Liability (if required):	<b>\$1,000,000</b>	Per incidence and <b>\$1,000,000</b> annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).
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**E.1.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E.1.4 Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of 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 shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days prior written notice has been provided to the COUNTY.

**E.2 Waiver of Subrogation.** CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees,

agents and subcontractors.

**E.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the COUNTY.

**E.4. Verification of Coverage.** CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**E.6 Sub-contractors.** CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

## **ATTACHMENT F**

### **CONFIDENTIALITY PROVISIONS AND STATEMENTS**

#### **F.1. INTRODUCTION.**

For the purposes of carrying out a contract for registered dietitian services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and \_\_\_\_\_ (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statement sets forth in this document outline the CONTRACTOR'S responsibilities for safeguarding this information.

#### **F.2. DEFINITIONS.**

**F.2.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

**F.2.2 PERSONALLY IDENTIFIABLE INFORMATION** is Confidential Information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

**F.2.3 BREACH** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.

**F.2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any Confidential Information.

#### **F.3. BACKGROUND.**

The COUNTY maintains Confidential Information to perform functions, activities, and/or services directly related to the administration of a social service program. Such Confidential Information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of Confidential Information in



any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for Confidential Information can limit the potential exposure of Confidential Information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR'S possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or Breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or Breach of data in the CONTRACTOR'S possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

#### **F.4. PROVISIONS.**

**F.4.1** The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

**F.4.2.** The COUNTY requires at least the following minimum standards of care in handling the Confidential Information:

**F.4.2.1** Securing all areas where Confidential Information is maintained and/or stored;

**F.4.2.2** Utilizing all industry standard encryption and methodology through which Confidential Information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

**F.4.2.3** Limiting the removal of Confidential Information from the CONTRACTOR'S premises except for those purposes as designated in the underlying Agreement;

**F.4.2.4** Ensuring only the minimum necessary amount of Confidential Information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

**F.4.2.5** Not leaving Confidential Information unattended or accessible to unauthorized individuals; and

**F.4.2.6** Disposing of Confidential Information, after obtaining COUNTY authorization and approval, through confidential means for the

purposes designated in the underlying Agreement.

- F.4.3** Confidential Information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.
- F.4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.
- F.4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR'S location or COUNTY location in an effort to ensure compliance with these provisions.
- F.4.6** If there is an incident involving theft, loss, compromise, and/or Breach of Confidential Information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.
- F.4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the Confidential Information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

#### **F.4.8 NOTIFICATION OF BREACH.**

**F.4.8.1.** Upon the suspicion or discovery of a Breach, Security Incident, intrusion, or unauthorized use or disclosure of Confidential Information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

**F.4.8.2.** Notification of any Breach, Security Incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer  
Phone: (530) 749-6311  
E-Mail: [securityincidents\\_hhsd@co.yuba.ca.us](mailto:securityincidents_hhsd@co.yuba.ca.us)  
Fax: (530) 749-6281

**F.4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected Breach, Security Incident, or unauthorized access of Confidential Information. Within seventy two (72) hours of the discovery, if an actual Breach has occurred, the CONTRACTOR shall notify the individual identified in section F.4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or Confidential Information;
- (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

**F.4.8.4** The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the Breach, which may include notification to the individual or other authorities.

**F.4.8.5** All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

**F.4.9** The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY'S Confidential Information.

**F.4.10** The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the Confidential Information before it is conveyed to the CONTRACTOR. The CONTRACTOR'S policies should articulate all safeguards in place for the COUNTY'S Confidential Information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing Confidential Information shall be

returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

**F.5. ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the Confidential Information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR'S care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

Signature

\_\_\_\_\_

Name, Title

**ATTACHMENT G**  
**SERVICE AND FEE SCHEDULE**

<u>SERVICE</u>	<u>FEE</u>
•	\$

**ATTACHMENT H**  
**INVOICE FORMAT**

<b>Contractor's Name and Address</b>		<b>Contact Name and Phone Number</b>		
Contractor Address City, State Zip		Contractor Phone: FAX: E-mail:		
<b>Program</b>		<b>Period of Service/Invoice Number</b>		
Registered Dietitian				
<b>Service</b>		<b>Rate/HR</b>	<b># of Hrs of Service</b>	<b>Amount</b>
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>GRAND TOTAL</b>				<b>\$ -</b>

**Certification:**

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

Mail original and back-up documentation to:  
Yuba County Health and Human Services Department  
Attention: Administration/Finance  
P.O. Box 2320  
Marysville, CA 95901

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**


5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 Fax: (530) 749-6281



016-12

**Joseph W. Cassady, D.O.,  
Health Officer**  
Phone: (530) 749-6366

**TO:** Human Services Committee  
Yuba County

**FROM:**   
Suzanne Nobles, Director  
Health and Human Services

**DATE:** January 10, 2012

**SUBJECT:** Request for Authorization to Solicit Proposals for Yuba County's  
Supplemental Nutrition Assistance Program Education (SNAP-Ed)

**RECOMMENDATION:** Board of Supervisors approval authorizing the Health and Human Services Department (HHSD) to solicit proposals for the purpose of recruiting two Peer Educators for Yuba County's Supplemental Nutrition Assistance Program Education (SNAL-Ed) grant is recommended.

**BACKGROUND:** As detailed in the Scope of Work, the County of Yuba has \$9,000.00 available under the SNAP-Ed program for contracting with Peer Educators to assist in the provision of nutritional interventions and physical activity education to low-income residents to promote healthier choices within their limited budgets, increasing fruit and vegetable consumption and increasing physical activity.

**DISCUSSION:** On November 1, 2011, the Board of Supervisors of Yuba County approved the submission of an application to the State of California to participate in the SNAP-Ed Grant program for the funding period of November 1, 2011 through September 30, 2012. The guidelines of this program require the use of Peer Educator(s) to assist in the implementation of the SNAP-Ed program through the provision of nutritional interventions and physical activity education to low-income residents of Yuba County. It is necessary to release a Request for Proposal (RFP) to invite proposals from individuals who can act as Peer Educators. Applicants determined to be the most responsive to the requirements of the RFP will be invited to participate in the interview process. Final selection will be made by the County Evaluation Team.

**FISCAL IMPACT:** The SNAP-Ed RFP provides a maximum award of \$9,000.00 for two Peer Educators. The cost is funded by federal dollars and there is no County Match requirement.

**COUNTY OF YUBA  
HEALTH AND HUMAN SERVICES DEPARTMENT  
REQUEST FOR PROPOSAL**


***Peer Educator  
For Nutritional Education Services***



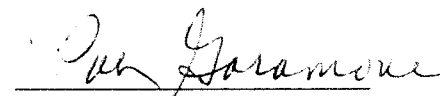
**PROPOSAL CLOSING DATE:**

***February 15, 2012  
at 5:00 pm (PST)***

RISK MANAGEMENT

  
Martha K. Wilson,  
Risk Manager

COUNTY COUNSEL

  
Angil P. Morris-Jones,  
County Counsel



**Opens: January 18, 2012**  
**Proposals Due: February 15, 2012**

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Opens: January 18, 2012  
Proposals Due: February 15, 2012

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## 1. INTRODUCTION

The County of Yuba, through the Health and Human Services Department (HHSD), is requesting proposals from individuals or agencies\organizations with individuals who have at least a high school diploma or General Equivalency Diploma (GED) to work as "Peer Educators." These "Peer Educators" will be trained to teach people about the importance of good nutrition and physical activity. The Peer Educators will assist with the County's Supplemental Nutrition Assistance Program Education (SNAP-Ed) program. The program is funded through the California Department of Public Health's *Network for a Healthy California (Network)*. The funding period will be from **Contract Date** (date contract is signed) through **September 30, 2012**. Each Peer Educator position will be funded at the rate of \$25.00 per hour for a maximum amount payable per position of Four Thousand Five Hundred Dollars (\$4,500.00).

## 2. SCOPE OF SERVICES

HHSD is seeking two (2) Peer Educators to participate as team members with HHSD to increase nutritional education and physical activity services to low-income individuals and families of Yuba County through the Supplemental Nutrition Assistance Program Education (SNAP-Ed). The Peer Educators will assist with the implementation of evidence-based nutritional and physical activity interventions and educate participants on making healthier choices within their respective budgets. General duties and responsibilities include:

- a. Ability to teach nutritional and physical activity education in a variety of settings, using interactive teaching methods to low-income individuals and families.
- b. Attendance at all required meetings and classes of the SNAP-Ed Program.
- c. Maintain professional competence through attendance at required trainings in nutritional and physical activity education including how to present nutritional and physical activity education classes to SNAP-Ed participants.
- d. Organize nutritional and physical activity education materials needed for community presentations, classes, and activities.
- e. Maintain all materials, equipment and supplies in good condition.

- f. Translate and/or interpret nutritional and physical activity education materials and/or lessons from English to Spanish or Hmong as needed.
- g. Conduct single and/or multi-session nutritional and physical activity education classes to SNAP-Ed individuals.
- h. Conduct community outreach to recruit participants for nutritional and physical activity education classes.
- i. Maintain class participation cards.
- j. Contribute to establishing and developing the County Nutritional Action Plan.
- k. Ability to work cooperatively and independently. All needs, issues and concerns will be communicated with Yuba County Project Coordinator.
- l. Ability and willingness to work a flexible schedule, including evenings and weekends as needed including events which may be held outdoors (i.e. health fairs, etc.).
- m. Possess a valid California Driver's License, automobile insurance, and able to provide own transportation to travel to county locations and out of county trainings as required.
- n. Capable of both professional and personal interactions with a wide variety of health professionals and program participants in a culturally diverse environment. Multiple language skills are preferred.
- o. Develop reports and complete appropriate written documentation for all activities conducted.

### 3. **PROPOSAL DEADLINE**

**NOTE:** All dates and times referenced in this RFP are Pacific Standard Time (PST).

Proposals must be submitted no later than **5:00 p.m. on February 15, 2012**. The Proposal Deadline time and date are detailed in the RFP Section 4, Schedule of Events. A late proposal shall not be accepted, and a Proposer's failure to submit a complete proposal before the deadline shall cause the proposal to be disqualified.

**One (1) original proposal and four (4) copies of the proposal (a total of 5) must be received on or before February 15, 2012, no later than 5:00 p.m. Faxed or electronic proposals will not be accepted.**

Proposals must be submitted to the following address in a sealed envelope clearly labeled **"Peer Educator Proposal in Response to RFP - Do Not Open"**:

Yuba County Health and Human Services  
Administration Department  
5730 Packard Ave, Suite 100  
Marysville, California 95901  
Attn: Marge Troester, Supervising Public Health Nurse

It is the sole responsibility of the applicant to see that the proposal is received by Marge Troester, Supervising Public Health Nurse, prior to the deadline noted above. See Section 7, RFP Communications, for contact information.

**PROPOSALS RECEIVED BEYOND THE DEADLINE WILL NOT BE CONSIDERED**

**4. SCHEDULE OF EVENTS**

The following Schedule of Events represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between **8:00 a.m. and 5:00 p.m., Pacific Standard Time (PST)**.

<b>RFP SCHEDULE OF EVENTS</b>		
<b>NOTICE: The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The County will communicate any adjustment to the Schedule of Events to the applicants from whom the County has received a proposal. Note: <u>ALL</u> dates are County Business Days.</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE</b>
1. County Releases/Posts RFP		Jan. 18, 2012
2. Applicant's Conference	9:00 a.m.	Jan. 25, 2012
3. Written Comments Deadline		Feb. 1, 2012
4. County Responds to Written Comments		Feb. 8, 2012
<b>5. Proposal Deadline</b>	<b>5:00 p.m.</b>	<b>Feb. 15, 2012</b>
6. County Completes Proposal Evaluations		Feb. 22, 2012
7. Applicant Interviews		March 7, 2012
8. County recommends award to successful Applicant; all applicants notified of recommendation.		March 12, 2012

9. Protest Period Begins		<b>March 12, 2012</b>
10. Protest Period Ends		<b>March 19, 2012</b>
11. Contract Signing ( <i>estimated date</i> )		<b>April 19, 2012</b>

## 5. **PROPOSAL REQUIREMENTS**

Proposals must be developed in accordance with the described format. Use forms where provided. Proposals that deviate from this format *will not* be considered for funding. Applicant must submit a completed proposal package in response to this RFP consisting of:

### **A. Application Form**

Using the form titled "**APPLICATION**" (*Attachment 1*) provide all information including company name or individual name, address, contact person, telephone, e-mail, original signature of person authorized to submit the Proposal.

(Value = 5% )

### **B. Curriculum Vitae or résumé**

Submit a curriculum vitae or résumé detailing your previous experience, education and qualifications for the position.

(Value = 20% )

### **C. Bilingual Skills**

Due to the diverse demographics in Yuba County, preference will be given to bilingual applicants. Please submit a letter indicating your ability to translate and/or interpret nutritional and physical activity education material in Spanish or Hmong.

(Value = 40% )

### **D. Supplemental Questionnaire**

Respond to all questions in the form titled "SUPPLEMENTAL QUESTIONNAIRE" (*Attachment 2*). The supplemental questionnaire is an integral part of the selection process. Response will be reviewed and evaluated based on the position requirements. It is important that your responses be as complete and detailed as possible. Applicants with the most relevant experience will be invited to the next phase of the selection process (i.e. applicant interviews). Failure to submit a completed Supplemental Questionnaire by the final filing date will result in rejection of your proposal.

Page requirements: 8.5" x 11" paper, 1" margins, 12 pt. font.

(Value = 20%)

**E. Professional and/or Character References**

Compile a list of the names, titles and contact information of three (3) professional and/or character references.

(Value = 15%)

**F. High School Diploma or GED**

Provide as documentation a High School diploma or General Equivalency Diploma (GED). Applications submitted without evidence of high school diploma or GED will be considered incomplete and will not be accepted.

**G. Insurance Verification**

All applicants must provide documentation or a letter of assurance of the ability to obtain the following insurance requirements:

- General Liability Insurance (Including operations, products and completed operations) with a limit not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance with a limit not less than \$1,000,000 per accident for bodily injury and property damage.

If you are an agency or organization, provide documentation or a letter of assurance of the ability to obtain the following additional insurance requirements:

- Workers' Compensation Insurance as required by the State of California.
- Employer's Liability Insurance with a limit not less than \$1,000,000 each accident, with a \$1,000,000 policy limit for bodily injury by disease.
- Professional Errors and Omissions Liability with a limit not less than \$1,000,000 per incidence and \$1,000,000 annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

**H. 501(c)(3)**

Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including Employer Identification Number (EIN) number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.

## 6. **RFP COMMUNICATIONS**

### A. **RFP Point of Contact**

Please direct all communications, including questions, regarding this RFP to the County's only official point of contact for this RFP:

Marge Troester, Supervising Public Health Nurse  
5730 Packard Avenue, Suite 100  
Marysville, CA 95901  
[mtroester@co.yuba.ca.us](mailto:mtroester@co.yuba.ca.us)

### B. **Written Comments Deadline**

The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than **February 1, 2012**. The Written Comments Deadline is detailed in the RFP Section 4, Schedule of Events.

### C. **Official Responses and Communications**

The County reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The County's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

Only the County's official, written responses and communications shall be considered binding with regard to this RFP.

The County reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting). <http://www.co.yuba.ca>

## 7. **APPLICANTS' CONFERENCE**

The County has attempted to provide all information available with regard to the service components described. It is the responsibility of each applicant to review, evaluate and, where necessary, request any clarification of information.

In order to assist in that process, an Applicant's Conference will be held in the County of Yuba, Health and Human Services Department, in the **Yuba River Conference Room** located at 5730 Packard Avenue, Marysville, California, on **Wednesday, January 25, 2012, from 9:00 a.m. to noon PST**. The purpose of the Conference is to explain program requirements and to answer questions regarding completion of proposals, time frames, and the RFP process.

The County requests that potential applicants register for the conference by sending an e-mail to: [lolsen@co.yuba.ca.us](mailto:lolsen@co.yuba.ca.us) to ensure that adequate accommodations are made for the number of prospective attendees. While attendance to the conference is not required, attendance is highly recommended.

All comments and questions and corresponding county responses will be compiled into an addenda and posted online at <http://www.co.yuba.ca.us>

## **8. GENERAL REQUIREMENTS**

This solicitation does not constitute a contract, offer of employment or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation.

### **A. Applicant Required Review**

Each Applicant must carefully review the RFP and all attachments, for comments, questions, defects, objections or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning this RFP must be made in writing and received by the County no later than the Written Comments Deadline detailed in the RFP Section 4, Schedule of Events.

### **B. RFP Cancellation**

The County reserves the right to withdraw or cancel the solicitation at any time without prior notice.

### **C. Right of Rejection**

The County reserves the right, at its sole discretion, to reject any and all incomplete and/or late proposals.

### **D. Proposal Preparation Costs**

The cost of preparation of a proposal is the obligation of the applicant. Yuba County will not be liable for any costs incurred by the applicant in preparing or submitting a proposal.

### **E. Agreement Approval**

The selected applicant shall agree to and sign an Agreement with the County which shall be substantially the same as the RFP Attachment 4, *Sample Agreement for Professional Services* (insurance provisions of the Agreement will be adjusted to fit the appropriate candidate – i.e. individual vs. organization). County obligations and payment shall commence only after the Agreement is signed by the Contractor and the County Purchasing Agent. Reporting Bi-weekly time logs are required using a specific form provided by the *Network*. Other reporting requirements will be determined by the *Network*.

### **F. Payment**

All payments shall be made in accordance with the Agreement Payment Terms



(refer to RFP Attachment 4, *Sample Agreement for Services - Attachment B, Payment*).

**G. Contractor Performance**

The Contractor shall be responsible for the completion of all work set out in the Agreement. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Agreement.

**H. Federal Funding.**

This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONSULTANTS and sub-consultants must adhere to the provisions of the Copeland "Anti-kickback Act" and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: [www.dol.gov/compliance/guide/cwhssa.htm](http://www.dol.gov/compliance/guide/cwhssa.htm) and [www.dol.gov/compliance/guide/kickback.htm](http://www.dol.gov/compliance/guide/kickback.htm). Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

**9. EVALUATION CRITERIA**

Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.

The contract(s), if awarded, will be awarded to the Peer Educators whose proposal packages are considered the best value to the County. Best value will be determined based on qualifications and experience, bilingual skills, responsiveness to supplemental questionnaire and professional references. The maximum points that shall be awarded for each of the categories are detailed below:

<b>GATEGORY</b>	<b>MAXIMUM POINTS POSSIBLE</b>
Completed Application Form	<b>5%</b>
Curriculum Vitae or résumé	<b>20%</b>
Bilingual Skills in Spanish or Hmong	<b>40%</b>
Supplemental Questionnaire	<b>20%</b>
Professional References	<b>15%</b>

## **10. PROTEST PROCEDURE**

Protests or Appeals with respect to the solicitation or award of the Yuba County Health and Human Services Peer Educator will be required to follow current requirements of the Yuba County Purchasing and Contract Policy Manual. The Yuba County Purchasing Manual states:

### **9.0 PROTESTS AND APPEALS**

*Any actual or prospective bidder, offer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.*

### **9.1 Response to Protests and Appeals**

*The Director of Administrative Services, or in his or her absence the Assistant Director of Administrative Services, shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:*

*(a) State the reason for the action taken.*

*(b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.*

*The Director of Administrative Services shall discuss with County Counsel all protests.*

**Doug McCoy, Director**  
Yuba County Administrative Services  
915 8<sup>th</sup> Street, Suite 119  
Marysville, California 95901

**ATTACHMENT 1 - Application**

<i>(County Use Only)</i>	
<i>RFP Application #:</i> _____	<i>Date &amp; Time received:</i> _____ / _____

**Yuba County Health and Human Services  
Peer Educator  
Request for Proposal**

**Application**

**Interested Party:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Agency Official Authorized to Submit this Proposal:** Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including EIN number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

## ATTACHMENT 2 – Supplemental Questionnaire

### COUNTY OF YUBA SUPPLEMENTAL QUESTIONNAIRE

#### PEER EDUCATOR

PROPOSAL SUBMISSION DEADLINE: February 15, 2012 at 5:00 p.m.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

This supplemental questionnaire is an integral part of the selection process. Your answers to these questions will be thoroughly evaluated in order to determine the most suitably qualified applicants to continue in the selection process. It is important that responses be as detailed as possible. **FAILURE TO SUBMIT A COMPLETE SUPPLEMENTAL QUESTIONNAIRE WITH YOUR APPLICATION PACKAGE WILL ELIMINATE YOUR APPLICATION FROM BEING CONSIDERED FURTHER IN THE SELECTION PROCESS.**

*Please type responses on a separate sheet of 8.5" x 11" paper, using 1" margins and 12 pt. font. Reference responses to the appropriate numbered questions and attach response to this coversheet. Please be as clear and concise as possible.*

1. Why do you want to become involved in this program?
2. Please explain any background experience you have which would relate to the nutritional and physical activity education program (personal, organizational, employment, volunteer work, educational courses, etc.)
3. Do you have past experience as a peer educator? ☐ Yes ☐ No  
If yes, please explain:
4. Have you been involved or participated in health outreach programs or groups? ☐ Yes ☐ No  
If yes, please explain:
5. What qualities/skills would you bring to the team?
6. What skills would you like to develop as a member of the team?
7. This program requires an irregular work schedule. Some of the interventions, educational classes and outreach events may be offered in the evening or on weekends. How do you plan to manage this time into your current schedule? (For example, what work or extracurricular activities are you involved in, how many hours per week are you employed, are you currently enrolled in continuing education courses, etc.?)
8. With regard to question #7, do you anticipate any conflicts that will make this commitment difficult? ☐  
Yes ☐ No If yes, please explain:
9. Do you speak and/or write fluently in Spanish or Hmong?
10. Please add any additional information here concerning your talents, personality and capabilities that you believe would be beneficial to the program.

*I attest that all the statements made in this supplemental questionnaire are true, complete, and correct to the best of my knowledge and are made in good faith. I understand that any misrepresentation and/or falsification of my answers may make me ineligible to continue in this recruitment. My signature authorizes the County of Yuba to make any appropriate investigations to verify information.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT 3 - Checklist

### Proposal Submission Checklist

It is the responsibility of the applicant to review all documents for completeness and accuracy prior to submitting the proposal package to Yuba County Health & Human Services Department.

The following checklist is provided to assist you in preparing your proposal package for submission.

#	Attachment	Check if completed	
1	Application	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Application completely filled out?  Signed and dated by applicant (or authorized representative of your organization)?  If non-profit agency, Board Resolution authorizing submission of proposal with evidence of 501(c)(3) status, including EIN number attached?
2	CV or résumé	<input type="checkbox"/>	CV or résumé attached?
3	Bilingual Skills	<input type="checkbox"/>	Letter indicating your ability to translate and/or interpret nutritional and physical activity education into Spanish or Hmong.
4	Supplemental Questionnaire	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Name printed at top of page where indicated?  All responses were as detailed and concise as possible?  Signed and dated by applicant?
5	Diploma or GED	<input type="checkbox"/>	Copy of High School Diploma or GED attached?
6	References	<input type="checkbox"/>	List of three (3) professional and/or character references attached?
7	Insurance	<input type="checkbox"/>	Documentation or letter of assurance of ability to obtain required insurance attached?

## **ATTACHMENT 4 - Agreement**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional Services (AGREEMENT) is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California, on behalf of its Health and Human Services Department, hereinafter referred to as "COUNTY," and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

The purpose of this Agreement is to provide services to the Yuba County Health and Human Services Department in implementing activities related to the Community Nutritional Local Health Department Expansion Project.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

#### **OPERATIVE PROVISIONS**

##### **1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

##### **2. TERM.**

Commencement Date: DATE (to be determined)

Termination Date: September 30, 2012

The term of this Agreement shall become effective on \_\_\_\_\_ date, and shall continue in force and effect for a period of # of months, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to 90 days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to

this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

### **3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

### **4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

COUNTY shall supply all materials required to provide nutritional and physical activity education and furnish such other facilities, equipment, and materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-4.

### **5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C."

### **6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

### **7. DESIGNATED REPRESENTATIVES.**

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. \_\_\_\_\_ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

### **8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services  
Attachment B - Payment  
Attachment C - Additional Provisions

Attachment D - General Provisions  
Attachment E – Insurance Provisions  
Attachment F – Confidentiality Provisions and Statements  
Attachment G - Service and Fee Schedule  
Attachment H – Invoice Format

**9. TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 20\_\_\_\_.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

\_\_\_\_\_  
Chair, Board of Supervisors

Pursuant to Resolution of the  
Board No. 2011-95

\_\_\_\_\_  
(Printed Name)  
Peer Educator  
Tax I.D. No. \_\_\_\_\_

INSURANCE PROVISIONS APPROVED

\_\_\_\_\_  
Martha K. Wilson,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  
Angil P. Morris-Jones  
County Counsel

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Suzanne Nobles, Director  
Yuba County Health and  
Human Services Department



## **ATTACHMENT A**

### **A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- A.1.1** Attend all required meetings, and classes of the SNAP-Ed Program.
- A.1.2** Receive training in nutritional and physical activity education including how to present nutritional education classes to CalFresh (California's federal Supplemental Nutrition Assistance Program (SNAP)) eligible clients in Yuba County.
- A.1.3** Organize all nutritional and physical activity education materials needed for community presentations, classes, and activities. Maintain all materials, equipment and supplies in good condition.
- A.1.4** Translate nutritional and physical activity education materials and/or lessons from English to Spanish or Hmong as needed.
- A.1.5** Conduct single and/or multiple-session nutritional and physical activity education classes to SNAP-Ed individuals.
- A.1.6** Conduct community outreach to recruit participants for nutritional and physical activity education classes.
- A.1.7** Maintain class participation cards.
- A.1.8** Contribute in establishing and developing the County Nutritional Action Plan.
- A.1.9** Communicate all needs, issues and concerns with Yuba County Project Coordinator.
- A.1.10** Work flexible schedule, including evenings and weekends as needed including events which may be held outdoors.
- A.1.11** Develop reports and complete appropriate written document for all activities conducted.

### **A.2. TIME SERVICES RENDERED.**

Specific dates and times to be determined by the COUNTY and CONTRACTOR.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.4. FACILITIES FURNISHED BY COUNTY.**

COUNTY shall, supply all materials required to provide nutritional and physical activity education including all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

SAMPLE

## **ATTACHMENT B**

### **PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 MAXIMUM AMOUNT PAYABLE.** COUNTY shall pay CONTRACTOR an amount not to exceed \$4,500.00 (Four Thousand Five Hundred Dollars) per the term of this Agreement in accordance with the rates specified in Attachment G, Service and Fee Schedule. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$4,500.00 (Four Thousand Five Hundred Dollars) per the term of this Agreement without a formal written amendment to this Agreement approved by the Yuba County Board of Supervisors.

### **B.2 FISCAL PROVISIONS.**

**B.2.1** CONTRACTOR shall submit a detailed invoice monthly for payment of services rendered no later than the tenth (10<sup>th</sup>) day of the month following the provision of services.

**B.2.2** The detailed invoice submitted shall include the CONTRACTOR's name and address, the date(s) of service delivery and the number of hours delivered (see example in Attachment H).

**B.3.3** Unless other arrangements are made with COUNTY, invoices shall be mailed to:

Yuba County Health and Human Services Department  
Attention: Public Health Division  
5730 Packard Avenue, Suite 100  
P.O. Box 2320  
Marysville, CA. 95901

**B.4 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

**B.5 FULL PAYMENT.** CONTRACTOR agrees that payment for services rendered under this Agreement that is made in accordance to the rates specified in Attachment G, Services and Fee Schedule, represents payment in full for said services. CONTRACTOR shall not seek reimbursement from COUNTY for any services reimbursed in whole or in part by any other payor. CONTRACTOR shall submit no claim to demand or otherwise collect reimbursement from referred clients, or persons acting on behalf of referred clients served under this Agreement, for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment or share of cost.

**B.6 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

SAMPLE

## **ATTACHMENT C**

### **ADDITIONAL PROVISIONS**

**C.1 FUNDING.** CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the state or federal legislatures or any statute enacted by the state or federal legislatures which may affect the provisions, terms, or funding of this Agreement in any manner.

**C.2 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.3 CONFIDENTIALITY.** CONTRACTOR shall protect from unauthorized disclosure the names and other identifying information concerning referred clients receiving services pursuant to this Agreement (except for statistical information) or from identifying any client. CONTRACTOR shall not use such information for any purpose other than for carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of such information made by anyone other than the client. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than COUNTY. For purposes of this paragraph, identity shall include, but not be limited to: name, identifying numbers, or other identifier, such as finger or voice print, or photograph.

**C.4 INSPECTION.** CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

**C.5 RECORD RETENTION.** CONTRACTOR agrees to maintain and preserve accurate and complete records of the dates and types of services provided under this Agreement until three (3) years after termination of Agreement and/or final payment, whichever is later. CONTRACTOR shall permit the State, or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

**C.6 ACCESS.** Authorized federal, state, and/or COUNTY representatives shall have the right to monitor, assess, and evaluate CONTRACTOR's performance pursuant to this Agreement. The monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of CONTRACTOR's premises, inspection of CONTRACTOR's products, inspection of service sites, inspection of food preparation sites when applicable, and interviews of CONTRACTOR's employees, and COUNTY referred clients receiving services. CONTRACTOR shall ensure that reasonable facilities and other assistance are available for the safety and convenience of federal, state, and county representatives in the performance of their duties. All inspections and evaluations shall be performed in a manner which does not disrupt or delay the CONTRACTOR's ongoing work.

**C.7 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code §11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code §15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

**C.8 DRUG-FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code §8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug-Free Workplace.

**C.9 ACCEPTANCE.** All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

## **ATTACHMENT D**

### **GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:

**D.1.1** All acts of CONTRACTOR shall be performed as an independent contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

**D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

**D.1.4** As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

**D.1.5** CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

**D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

**D.1.7** As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

**D.3 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.4 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

**D.5 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.6 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.7 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

**D.9 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the



California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with §107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.10 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

**D.11.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

**D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; 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 Agreement. 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. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon 30 days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

**D.12 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical

or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of §504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify

or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.19.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereupon.

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

**D.31 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Suzanne Nobles,  
Director  
Yuba County Health and  
Human Services Department  
5730 Packard Avenue, Suite 100  
P.O. Box 2320  
Marysville, CA 95901

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONTRACTOR":

Name  
Address  
City, State Zip

## ATTACHMENT E

### INSURANCE PROVISIONS

**E.1 MINIMUM SCOPE OF 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 and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

**E.1.1 Coverage shall be at least as broad as:**

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with coverage form subject to COUNTY approval.

**E.1.2 Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than the following:

- |   |   |  |
|---|---|--|
| 1. General Liability:<br>(including operations,<br>products and<br>completed operations.) | <b>\$1,000,000</b>                      | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | <b>\$1,000,000</b>                      | Per accident for bodily injury and property damage.  |
| 3. Workers' Compensation:   | As required by the State of California. |  |
| 4. Employer's Liability:  | <b>\$1,000,000</b>                      | Each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.  |
| 5. Professional Errors and Omissions Liability (if required):                             | <b>\$1,000,000</b>                      | Per incidence and <b>\$1,000,000</b> annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).  |

**E.1.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E.1.4 Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of 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 shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days prior written notice has been provided to the COUNTY.

**E.2 Waiver of Subrogation.** CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

**E.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the COUNTY.

**E.4. Verification of Coverage.** CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the

requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**E.6 Sub-contractors.** CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

SAMPLE

## ATTACHMENT F

### CONFIDENTIALITY PROVISIONS AND STATEMENTS

#### F.1. INTRODUCTION.

For the purposes of carrying out a contract for nutritional intervention and education services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and \_\_\_\_\_ (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statement sets forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

#### F.2 DEFINITIONS.

**F.2.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

**F.2.2 PERSONALLY IDENTIFIABLE INFORMATION** is Confidential Information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

**F.2.3 BREACH** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.

**F.2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any Confidential Information.

#### F.3 BACKGROUND.

The COUNTY maintains Confidential Information to perform functions, activities, and/or services directly related to the administration of a public health and/or social service program. Such Confidential Information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of Confidential Information in



any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for Confidential Information can limit the potential exposure of Confidential Information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or Breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or Breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

#### **F.4 PROVISIONS.**

**F.4.1** The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

**F.4.2** The COUNTY requires at least the following minimum standards of care in handling the Confidential Information:

**F.4.2.1** Securing all areas where Confidential Information is maintained and/or stored;

**F.4.2.2** Utilizing all industry standard encryption and methodology through which Confidential Information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

**F.4.2.3** Limiting the removal of Confidential Information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

**F.4.2.4** Ensuring only the minimum necessary amount of Confidential Information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

**F.4.2.5** Not leaving Confidential Information unattended or accessible to unauthorized individuals; and

**F.4.2.6** Disposing of Confidential Information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

**F.4.3** Confidential Information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

**F.4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

**F.4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

**F.4.6** If there is an incident involving theft, loss, compromise, and/or Breach of Confidential Information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

**F.4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the Confidential Information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

#### **F.4.8 NOTIFICATION OF BREACH.**

**F.4.8.1** Upon the suspicion or discovery of a Breach, Security Incident, intrusion, or unauthorized use or disclosure of Confidential Information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

**F.4.8.2** Notification of any Breach, Security Incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer  
Phone: (530) 749-6311  
E-Mail: [securityincidents\\_hhsd@co.yuba.ca.us](mailto:securityincidents_hhsd@co.yuba.ca.us)  
Fax: (530) 749-6281

**F.4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected Breach, Security Incident, or unauthorized access of Confidential Information. Within seventy two (72) hours of the discovery, if an actual Breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or Confidential Information;
- (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

**F.4.8.4** The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the Breach, which may include notification to the individual or other authorities.

**F.4.8.5** All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

**F.4.9** The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's Confidential Information.

**F.4.10** The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the Confidential Information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's Confidential Information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing Confidential Information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

**F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the Confidential Information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

## ATTACHMENT G

### SERVICE AND FEE SCHEDULE

<u>SERVICE</u>	<u>FEE</u>
<ul style="list-style-type: none"><li>Conduct nutritional and physical activity education classes, recruiting participants through community outreach, translation of materials, attend trainings and meetings, implementing nutritional interventions, preparing reports,</li></ul>	\$25.00 per hour (not to exceed 180 hours during term of agreement)

# ATTACHMENT H

## INVOICE FORMAT

<b>Contractor's Name and Address</b>		<b>Contact Name and Phone Number</b>		
Interested Party Address City, State Zip		Interested Party Phone: FAX: E-mail:		
<b>Program</b>		<b>Period of Service/Invoice Number</b>		
SNAP-Ed Peer Educator				
<b>Date</b>	<b>Service</b>	<b>Rate/HR</b>	<b># of Hrs of Service</b>	<b>Amount</b>
				\$
				\$
				\$
				\$
				\$
<b>GRAND TOTAL \$</b>				

### Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

<b>Authorized Signer</b>		<b>Date</b>
<b>Mail original and back-up documentation to:</b>		
Yuba County Health and Human Services Department		
Attention: Administration/Finance		
P.O. Box 2320		
Marysville, CA 95901		