

**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>
<b>4</b>	<b>GENERAL REQUIREMENTS</b>
<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: [mtroester@co.yuba.ca.us](mailto:mtroester@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

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

**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 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). |
|---|--------------------|---|

**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 worked 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**

**SERVICE**

•

**FEE**

\$

**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: <a href="#">E-mail:</a>		
<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.

<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							