

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: DEPARTMENT: PHONE NUMBER: REQUESTED BY:	TYPE OF AGENDA ITEM: REGULAR CONSENT TIMED SUPPORTIVE DOCUMENT ATTACHED: RESOLUTION MEMO AGREEMENT OTHER _____
AGENDA ITEM:	
BACKGROUND INFORMATION:	
FUNDING SOURCE: GENERAL FUND IMPACT:	OTHER FUND: AMOUNT: \$
ARE ADDITIONAL PERSONNEL REQUIRED? YES NO TYPE OF EMPLOYEE	IS THIS ITEM ALLOCATED IN THE BUDGET? YES NO IS A BUDGET TRANSFER REQUIRED? YES NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: APPROVED APPROVED AS AMENDED ADOPTED ADOPTED AS AMENDED DENIED OTHER NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
COMMENTS:	

CLERK OF THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors

From: Rhonda Grandi, Director

Reference: Agenda Item

Date of memo: January 16, 2026

Date of Board Meeting: February 3, 2026

Requested Action: Agreement between the County of Nevada and the County of Sierra for the provision of WIC (Women, Infants and Children) nutrition counseling, training, and technical assistance services in an amount not to exceed \$12,000 for the term October 1, 2025, through September 30, 2026.

Mandated by: According to the California WIC Policy & Procedure Manual (WPPM #130-00), each local agency must have on staff at least one Registered Dietitian (RD), a Competent Professional Authority (CPA) at each site, and a Breastfeeding Coordinator.

Funding

Budgeted? Yes **XX** No

Revenue	\$12,000	WIC
Expenses	\$12,000	WIC
Difference	0	

Background Information: Following the retirement of Sierra County's previously contracted dietitian, the County does not currently have in-house Registered Dietitian (RD) staffing to meet WIC program requirements for high-risk participant counseling and technical oversight. This agreement allows Sierra County to fulfill these state-mandated obligations while leveraging Nevada County's existing qualified personnel and expertise.

To maintain program continuity and compliance with WIC requirements, Sierra County proposes to enter into an agreement with Nevada County to provide the services of Degreed Nutritionists (DNs), Registered Dietitians (RDs), and International Board-Certified Lactation Consultants (IBCLCs). Under this agreement, Nevada County will provide services including participant education, nutrition counseling, therapeutic formula referrals, lactation consultant services, technical assistance and training, electronic data management system reporting, nutrition education coordination, staff training coordination, review and approval of the Continuous Quality Improvement Plan, and electronic scheduling.

Nevada County will furnish the required professional oversight and nutrition services to Sierra County's WIC program beneficiaries in accordance with all applicable state and federal statutes and contractual obligations.

This collaboration will ensure uninterrupted delivery of WIC services to Sierra County participants and maintain the County's compliance with the requirements of the State WIC contract.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: If this agreement is not approved, Sierra County will not have access to the Registered Dietitian (RD), Degreed Nutritionist (DN), and International Board-Certified Lactation Consultant (IBCLC) services required to meet the California Department of Public Health (CDPH) WIC Program standards. Without these qualified personnel, Sierra County's WIC program would be unable to provide required high-risk nutrition counseling, therapeutic formula oversight, or meet mandated program quality assurance and staff training requirements.

Failure to meet these obligations could result in noncompliance with the State WIC contract, potentially leading to program findings, corrective action requirements, or reductions in funding. In addition, the absence of these professional services would interrupt care for high-risk WIC participants, negatively impacting the County's ability to support the health and nutrition of local women, infants, and children.

AGREEMENT BETWEEN THE COUNTY OF NEVADA AND COUNTY OF SIERRA

This agreement is entered into between the County of Nevada, through the Nevada County Public Health Department, a political subdivision of the State of California, (“County”), and County of Sierra, through its Health and Human Services Agency, Public Health, a political subdivision of the State of California, (“Sierra”), (collectively, the “Parties” and individually a “Party”), for the purpose of County providing training and technical assistance to Sierra regarding California Women, Infants and Children’s (WIC) regulations.

Section 1. RESPONSIBILITIES OF SIERRA

- A. Pursuant to the terms and conditions of this agreement, Sierra shall:
1. Compensate County as prescribed in Sections 3 and 4 of this agreement.
 2. Provide County personnel with non-exclusive workspace, meeting room, office supplies, a telephone with access to long-distance calling, and a WIC-approved virtual meeting room (i.e. Zoom, Microsoft Teams) to be used when meeting with Sierra participants.
 3. Provide County personnel with access to the WIC data management system utilized for Sierra.
 4. Schedule Sierra WIC participants for nutrition counseling services and coordinate meeting times with County personnel.
 5. Attend WIC meetings and/or trainings, when needed.
 6. Obtain approval from State of California, Department of Public Health, WIC Program (State) for Sierra contract with County for services provided pursuant to this agreement and provide State’s written approval to County prior to County continuing services pursuant to this agreement.

Section 2. RESPONSIBILITIES OF COUNTY

- A. Pursuant to the terms and conditions of this agreement, County shall:
1. Assist Sierra WIC staff in the development, implementation, and/or evaluating the following CDPH defined roles and activities of Nutrition Education Coordinator, and Staff Training Coordinator:
 - a. A nutrition services plan development and implementation;
 - b. Ongoing quality assurance plan;
 - c. WIC Nutrition Assistant (WNA) training and certification process for staff;
Participant education teaching outlines; and
 - d. Protocols for participant education by non-registered dietitian staff.
 2. Provide direct, telephone, or approved online, nutrition counseling services by a County Public Health Nutritionist to high-risk Sierra WIC participants in need of Registered Dietitian (RD) or Degreed Nutritionist (DN) counseling.

3. Provide therapeutic formula referrals and follow-up to high-risk Sierra WIC participants by a DN or RD.
4. Provide the services of a DN and RD for the purpose of additional technical assistance and training, including but not limited to electronic data management system reports, nutrition education coordination (performed by an RD), staff training coordination, review and approval of a Continuous Quality Improvement Plan (performed by an RD) and electronic scheduling.
5. Provide International Board Certified Lactation Consultant (IBCLC) services.
6. Attend monthly Sierra County Staff meetings, via approved online platform, when appropriate and available.

Section 3. COMPENSATION

- A. Sierra shall compensate County for the services provided pursuant to this agreement at the current hourly rates (not to exceed \$135 with a maximum increase of 10% to account for possible collectively bargained cost of living increases) for County RD's, IBCLC's, and Degreed Nutritionists; salary and benefits including, but not limited to, overhead and per diem rates as are in effect on dates such costs were incurred. In addition, Sierra shall reimburse County any expenses incurred during the provisions of the services to Sierra pursuant to this agreement. Sierra shall reimburse County for mileage, lodging, and per diem at same rates established by the CA Department of Human Resources.
- B. In no event shall compensation paid by Sierra to County pursuant to this agreement exceed \$12,000 to County. County shall have no obligation to perform any services pursuant to this agreement if the compensation for those services would cause the contract maximum to be exceeded.

Section 4. BILLING AND PAYMENT

County shall submit to Sierra County Health and Human Services, [Address], quarterly, an invoice for services rendered. Sierra shall make payment within 60 days of receipt of County's invoice. For the purpose of effectuating compensation, this Section 4 shall survive the termination, expiration, or cancellation of this agreement.

Section 5. TERM OF AGREEMENT

This agreement shall commence on October 1, 2025 and shall end September 30, 2026.

Section 6. TERMINATION OF AGREEMENT

- A. If either Party materially fails to perform its responsibilities under this agreement, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then either Party shall have the right to terminate this agreement for cause effective immediately upon giving written notice thereof to the other Party. If termination for cause is given by either Party to the other Party and it is later determined that Party was not in default or the default was excusable, then

the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

- B. Either Party may terminate this agreement without cause on 30 days written notice to the other Party.
- C. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this agreement may be exercised by County Executive Officer or their designee, County's Public Health Director or their designee.
- F. Sierra County's right to terminate this agreement may be exercised by the Public Health Director or their designee.
- G. If this agreement is terminated, County shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Neither Party shall be entitled to no other benefits other than those specified herein. Both Parties specifically acknowledges that in entering into and executing this agreement, both Parties relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Sierra and the Public Health Director or their designee , provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Nevada County Contracts Manual (Administrative Policy 6-101)*.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

The waiver by either Party of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF EITHER PARTY

Nothing in this agreement is intended nor shall be construed to be an employer-employee relationship, a joint venture relationship, or to allow Sierra to exercise discretion or control over the professional manner in which County performs the work or services that are the subject matter of this agreement. Nothing in this agreement shall be construed to create an employment relationship between County and any employee of Sierra. Except as specifically provided for in this agreement, neither Party's employees shall be entitled to any employee benefits from the other Party.

Section 10. INDEMNIFICATION

Sierra shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of County) arising from or related to the services provided to Sierra pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Sierra shall also, at Sierra's own expense, defend County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. The indemnification and defense obligations of this section are intended to be as broad as permitted by law. Sierra acknowledges that County is performing these services solely to accommodate Sierra's need to have training and technical assistance regarding California Women, Infants and Children's (WIC) regulations. It is the intent of this agreement that any costs, damages, judgments, decrees, expenses including, but not limited to, any litigation expenses of whatever nature will be paid by Sierra. This provision shall survive the termination expiration, or cancellation of this agreement.

Section 11. INSURANCE REQUIREMENTS

Without limiting the indemnification of either Party to this Agreement, each Party shall maintain or cause to be maintained the following insurance coverage: (1) a policy of Commercial General Liability with limits of liability of not less than \$2 million per claim or occurrence; (2) a policy of Workers' Compensation providing statutory coverage; and (3) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Each Party to this Agreement shall provide the other Party a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a participation in a self-insurance program.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Sierra County or if any lawsuit is instituted concerning County's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Sierra shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Nevada County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Both Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Both Parties shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Both Parties represent that they are in compliance with and agrees that both Parties shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. In addition to any other provisions of this agreement, Sierra shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Sierra's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of County and Sierra that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Sierra or County. Except where longer retention is required by federal or state law, Sierra shall maintain all records for five years after final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Both Parties shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Both Parties shall maintain records providing information that account for all funds and expenses related to the provision of

services provided pursuant to this agreement. Access to these records shall be provided to either Party during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by either Party, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Both parties agree to maintain and preserve, until three (3) years after termination of 25-10225 and final payment from the CDPH/WIC Division to the Contractor, to permit the CDPH/WIC Division or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

Section 15. LICENSES AND PERMITS

Both Parties' officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Nevada, the County of Sierra, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.

Section 16. CONFLICTS OF INTEREST

Both Parties' officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 17. NOTICES

- A. Except as provided in Section 6.C. and 6.D. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Kathy Cahill
Public Health Director
500 Crown Point Circle, Suite 110
Grass Valley, CA 95945

If to Sierra: Rhonda Grandi
Public Health Director
PO Box 7
Loyalton, CA 96118

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 17.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notice on behalf of County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 18. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 19. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 20. CONFIDENTIALITY

Both Parties shall comply with, and require all employee, volunteers, agents, and officers to comply with the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 21. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement.

Section 22. USE OF SIERRA PROPERTY

County shall not use Sierra premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of County's obligations under this agreement.

Section 23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (CUETA) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically

associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Sierra have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF NEVADA

By: 
Name: Alison Lehman
Title: Chief Executive Officer

Date: 12/19/2025

APPROVED AS TO FORM:
County Counsel

By: Jamie Hogenson, Deputy
Name: Jamie Hogenson, Deputy
Title: Deputy County Counsel

COUNTY OF SIERRA

By: _____
Name: Lee Adams, Chairman
Title: Sierra County Board of Supervisors

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Andrew Plett
Title: County Counsel

ATTEST:

By: _____
Name: Heather Foster
Title: Clerk of the Board

Sierra County HHS Subcontract Draft CDPH + PH2

Final Audit Report

2025-12-19

Created:	2025-12-19 (Pacific Standard Time)
By:	Ashleigh Koski (Ashleigh.Koski@nevadacountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAfzCA-bhIsbfvxlVounB05ITNZlpHbZG

"Sierra County HHS Subcontract Draft CDPH + PH2" History

-  Document created by Ashleigh Koski (Ashleigh.Koski@nevadacountyca.gov)
2025-12-19 - 10:03:17 AM PST - IP address: 192.252.8.14
-  Document emailed to Shannon Molloy (shannon.molloy@nevadacountyca.gov) for delegation
2025-12-19 - 10:03:47 AM PST
-  Email viewed by Shannon Molloy (shannon.molloy@nevadacountyca.gov)
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-  Document signing delegated to Alison Lehman (alison.lehman@nevadacountyca.gov) by Shannon Molloy (shannon.molloy@nevadacountyca.gov)
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-  Document e-signed by Alison Lehman (alison.lehman@nevadacountyca.gov)
Signature Date: 2025-12-19 - 12:16:35 PM PST - Time Source: server - IP address: 192.252.8.14
-  Document emailed to County Counsel (county.counsel@nevadacountyca.gov) for delegation
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-  Document signing delegated to Jamie Hogenson (Jamie.Hogenson@nevadacountyca.gov) by County Counsel (county.counsel@nevadacountyca.gov)
2025-12-19 - 3:10:41 PM PST - IP address: 192.252.8.14



 Document emailed to Jamie Hogenson (Jamie.Hogenson@nevadacountyca.gov) for signature

2025-12-19 - 3:10:41 PM PST

 Email viewed by Jamie Hogenson (Jamie.Hogenson@nevadacountyca.gov)

2025-12-19 - 4:11:24 PM PST- IP address: 192.252.8.14

 Signer Jamie Hogenson (Jamie.Hogenson@nevadacountyca.gov) entered name at signing as Jamie Hogenson, Deputy

2025-12-19 - 4:12:45 PM PST- IP address: 192.252.8.14

 Document e-signed by Jamie Hogenson, Deputy (Jamie.Hogenson@nevadacountyca.gov)

Signature Date: 2025-12-19 - 4:12:48 PM PST - Time Source: server- IP address: 192.252.8.14

 Agreement completed.

2025-12-19 - 4:12:48 PM PST

