

AGREEMENT FOR SERVICES #323-S1810

Registered Dietitian

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Natalie Patterson, an individual, duly qualified to conduct business in the State of California whose principal place of business is 3481 Meder Road, Shingle Springs, CA 95682 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide the services of a registered dietitian in support of Health and Human Services Agency (HHS) Community Services Division (CSD), and to ensure compliance with nutrition, sanitation, and related requirements of Title 22, California Code of Regulations (CCR) at CSD facilities; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, the parties hereto have mutually agreed that the existing Agreement for Services #156-S1611 shall automatically terminate upon execution of this Agreement for Services #323-S1810.

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services.

A. Contractor's Responsibilities:

1. Contractor shall hold a current credential as a Registered Dietitian, or Registered Dietitian Nutritionist from the Commission on Dietetic Registration, and shall be in compliance with California Business and Professions Code Section 2585 et seq. Said credential must be considered clear, in that:
 - a. Renewal fees have been paid.
 - b. Continuing education requirements, if applicable, have been maintained.
 - c. There have been no actions or revocations placed against Contractor by the certifying agency.
2. Contractor shall notify County within five (5) business days of any pending federal, state, County, city, including licensing/certifying agency investigations or investigation findings; disciplinary actions; or administrative actions found against Contractor or Contractor's employees professional credential. This includes, but is not limited to, formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of credential, or formal public reprimand.
3. Contractor agrees to furnish the personnel and equipment necessary to provide services on an "as requested" basis as specified below:
 - a. Menu Development: Contractor shall develop a monthly menu that meets California of Code of Regulations (CCR) Title 22 requirements for the Title IIIC Elderly Nutrition Program and Program Memo guidance from the California Department of Aging. Contractor shall also, as needed, provide guidance and training on menus to the County of El Dorado Senior Nutrition staff. Menu development shall incorporate Senior Nutrition Program participant feedback regarding menu preferences.
 - b. Nutrition Education: Contractor shall:
 - i. Develop an annual nutrition education plan based upon the needs assessment of congregate and home-delivered meal participants.
 - ii. Develop and present nutrition education program at least quarterly at each Senior Nutrition Site, including but not limited to, Placerville Senior Center, Pioneer Park Community Center, Pollock Pines Community Center, El Dorado Hills Senior Center, Greenwood community Center, South Lake Tahoe Senior Center, Cameron Park Community Center, and Diamond Springs Lions Hall.
 - 1) Present said nutrition education program at alternate sites, upon request by HHSA.
 - 2) Maintain records of nutrition education presentations including the number of participants present at each nutrition education presentation.
 - c. Develop twelve (12) informational articles relative to nutrition and/or food safety for publication on the back of the monthly Senior Nutrition Menu and for the Senior Times Newsletter. The article on the back of the Senior Nutrition Menu shall meet the nutrition education requirement for the home-delivered meal participants.
 - d. Develop additional nutrition education materials as needed and/or requested by HHSA.
4. Food Service Management: Contractor shall:
 - a. Monitor two (2) central kitchens at least quarterly.

- i. Develop written reports based on the monitoring visit and discuss findings, as needed with the Manager of the Senior Nutrition Program. The written report shall include findings, as well as follow up and a corrective action plan, if applicable.
 - b. Monitor nutrition services at all Senior Nutrition Sites, and alternate sites if applicable, at least once per quarter.
 - i. Develop written reports based on the monitoring visit and discuss findings as needed with the Manager of the Senior Nutrition Program. The written report shall include findings, as well as follow up and corrective action plan, if applicable.
 - c. Work with the Home-Delivered Meal Program Coordinator to schedule monitoring food safety and sanitation of home-delivered meal routes, on no less than once per quarter basis.
 - i. Develop written reports based on the monitoring visit and discuss findings, as needed, with the Manager of the Senior Nutrition Program. The written report shall include findings as well as follow up and a corrective action plan, if applicable.
 - d. Monitor the “Home-Delivered Meal Temperature Monitoring Reports.”
 - i. Develop written reports based on the information and discuss findings, as needed, with the Manager of the Senior Nutrition Program. The written report shall include findings, as well as follow up and a corrective action plan, if applicable.
 - e. Maintain standardized recipes as needed.
- 5. Staff Training: Contractor shall:
 - a. Work with the Senior Nutrition Program to develop a yearly written plan for paid and volunteer food service staff training. The training plan shall identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled. Training shall include, at a minimum: 1) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Point (HACCP) principles; and (2) accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
 - b. Annually, provide a minimum of four (4) hours of staff in-service, per Title 22 requirements for Title III C Elderly Nutrition Program. Said training shall include both paid and volunteer food service staff. Training sessions shall be evaluated by those receiving the training. Documentation of training shall include: The training topic, handouts provided, completed participant evaluations, and attendance records. All documentation shall be provided to the Manager of the Senior Nutrition Program.
- 6. California Department of Aging Monitoring Visits: Contractor shall prepare and assist with the monitoring visits by the California Department of Aging. Contractor shall assist in addressing corrective actions that arise from the monitoring visit, related to nutrition and food safety.
- 7. Maintenance of Policies and Procedures: Contractor shall maintain, update, and revise the nutrition and food service policies and procedure manuals on an “as needed,” or “as requested” basis.
- 8. Senior Nutrition Program Request for Proposals: Contractor will participate, on an “as requested” basis in the development and evaluation of any Request for Proposals

pertaining to the Senior Nutrition Program, other than those pertaining to Registered Dietitian services.

9. Area Plan Development: Contractor shall participate in the development of the Senior Nutrition Program Area Plan, as requested.
 10. Nutrition Screening Scores: On or before March 31st of each year of this Agreement, Contractor shall provide written verification that nutrition screening scores collected from congregate and home-delivered meal participants are correct, in accordance with Section 339 of the Older Americans Act.
 11. Technical Assistance: Contractor shall provide technical assistance as requested in areas related to nutrition services and food service management for the Senior Nutrition Program.
 12. Additional Terms and Conditions: All services provided pursuant to this Agreement shall be in accordance with the terms and conditions as outlined in the Article titled "Additional Terms and Conditions."
 13. Reports: On or before May 1st of each year of this Agreement, Contractor shall submit a report covering the period May 1st of the prior year through April 30th of the current year to the Contract Administrator essentially similar to Exhibit A "Sample Report – Deliverables for Registered Dietitian Agreement, attached hereto and made a part hereof. This annual report shall be the basis for the Contract Administrator to recommend a one-year extension of this Agreement for Services 323-S1810 as described in the Article titled "Term."
- B. **County's Responsibility**: Upon receipt of an annual report prepared by Contractor in accordance with Article I, Paragraph A, Section 13, Contract Administrator will make a recommendation whether to extend this Agreement for Services by one year to the HHSA Director.

ARTICLE II

Term: The term of this Agreement shall become effective when fully executed by all parties hereto through June 30, 2018, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided in accordance with the Articles titled "Default, Termination, and Cancellation" and "Fiscal Considerations." Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, and subject to availability of federal, State, and local funding, contracts may be renewed up to a maximum of three (3) additional one-year periods following annual review and determination by County that services rendered are in accordance with requirements.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be \$65 per hour.

Total amount of this Agreement shall not exceed \$147,160.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Health and Human Services Agency
Attn: Fiscal Unit
3057 Briw Road, Suite B
Placerville, California 95667

Or to such other location as County directs.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party

giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- E. County may allow this Agreement to expire on June 30th of the current year of the Agreement if Contractor does not submit an annual report to the Contract Administrator as described in the Article titled "Scope of Services" and/or the Contract Administrator does not recommend that the Agreement be extended for an additional year as described in the Article titled "Term."

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

Natalie Patterson
3481 Meder Road
Shingle Springs, CA 95682

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. 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.
- J. Any deductibles or self-insured retentions must be declared to and approved by 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 procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and

representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Michelle Hunter, Program Manager, Health and Human Services Agency, or successor.

ARTICLE XXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXX

Additional Terms and Conditions:

A. Contractor agrees to administer this Agreement in accordance with the California Department of Aging's (CDA) Standard Agreement AP-1718-29, and with all applicable

local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law. A copy of CDA's Standard Agreement AP-1718-29 and successive agreement(s) may be provided upon request.

- B. The Contractor agrees that the performance of work and services pursuant to the requirements of this CDA's Standard Agreement AP-1718-29 and successive agreement(s) and shall conform to accepted professional standards.
- C. Contractor certifies to the best of its knowledge and belief, that it:
 - 1. Is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - 2. Has not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3. Is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - 4. Has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- D. Contractor shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
- E. Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. County's decision is final and Contractor has no right of appeal to CDA.
- F. Contractor shall ensure that it will complete all reporting and expenditure documents requested by County and/or CDA.
- G. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, general ledgers, all books, records and documentation. All records pertaining to this Agreement must be made available for inspection and audit by County and/or the State or its duly authorized agents, at any time during normal business hours.
 - 1. All such records, including confidential records, must be maintained and made available by Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, and (3) for such longer period as County and/or CDA deems necessary.

2. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section G above. Contractor shall ensure that any resource directories and all client records remain the property of County upon termination of this Agreement, and are returned to County or transferred to another contractor as instructed by County.
 3. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
 4. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement.
- H. Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.
- I. Pursuant to the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the Agreement is awarded. The following are CFDA numbers and program titles for programs administered by the County on behalf of CDA that may apply to this Agreement.

CFDA Number	Federal Award Identification Number	Award Period	Program Title	Subrecipient Data Universal Numbering System Number
93.045	17AACAT3CM	July 1, 2017 – June 30, 2018	Congregate Meals	079994297
93.045	17AACAT3HD	July 1, 2017 – June 30, 2018	Home-Delivered Meals	079994297

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ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Michelle Hunter
Program Manager
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Patricia Charles-Heathers, Ph.D., MPA
Director
Health and Human Services Agency

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____, Chair
Board of Supervisors
"El Dorado"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

By: Natalie Patterson
Natalie Patterson
Registered Dietitian
"Contractor"

Dated: 1/8/18

Exhibit A

Sample Report - Deliverables for Registered Dietitian Agreement

Deliverable (from the Article titled "Scope of Services")	4 Q 2016	1 Q 2017	2 Q 2017	3 Q 2017
3. a. - Menu Development:				
Monthly menu developed in accordance with CCR Title III,C.?				
Guidance and training provided, if needed?				
Menu development incorporated participant feedback, if any?				
3. b. - Nutrition Education:				
Annual nutrition education plan submitted.				
Quarterly - nutrition education presentation.				
Monthly informational articles.				
Submit nutrition education records.				
4. - Food Service Management:				
Quarterly - monitor two central kitchens.				
Submit reports about the visits and discuss with Program Manager.				
Quarterly - monitor County nutrition services site(s) and submit report(s).				
Quarterly - monitor food safety and sanitation of home-delivered meal routes and submit report(s).				
Monitor the "Home-Delivered Meal Temperature Monitoring Reports."				
5. - Staff Training:				
Annual - written plan for paid and volunteer food service staff training.				
Annual - four hours of staff in-service training.				
10. - Nutrition Screening Scores:				
Written verification, submitted on or before March 31st, that the screening scores from congregate and home delivered meal participants were accurately collected.				