

3-10-15
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AGREEMENT FOR SERVICES #487-S1511
Consulting Services for Public Health Accreditation Project

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Barbara M. Aved, RN, PhD, MBA, President of Barbara Aved Associates, a sole proprietor duly qualified to conduct business in the State of California, whose principal place of business is 23 Chicory Bend, Sacramento, CA 95831, (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to assist in developing and formalizing the Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), Public Health Strategic Plan, and Performance Management System for the County of El Dorado; and

WHEREAS, the County issued a Request for Proposal No 15-918-013 to select a Consultant to assist in the development and formalization of specific Public Health projects to support the Public Health Division application for Public Health Accreditation; and

WHEREAS, Consultant 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, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this contract to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement; and

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

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

ARTICLE I

Scope of Services:

- A. County shall provide the following:
1. Quantitative data including but not limited to vital statistics, graduation rates, morbidity and mortality numbers and rates, and rates of behavioral risks, such as tobacco use. Data may also include gender, race, age, socioeconomic factors, income, disabilities, mobility, educational attainment, home ownership, employment status, immigration status, etc.
 2. Staff availability for such things as data compilation, working with community resources to identify appropriate meeting locations/times, attendance at community meetings and town forums.
- B. Consultant agrees to furnish the personnel and equipment necessary to assist in developing and formalizing the following four primary components of the Health and Human Services Agency (HHS), Public Health Division (PHD) preparation for Public Health Accreditation, in accordance with the Public Health Accreditation Board (PHAB) Standards and Measures 1.5 or as amended thereafter¹, available at the Public Health Accreditation Board website www.phaboard.org.
1. Develop the Community Health Assessment (CHA).
 - i. Document the process for the development of a community health assessment includes participation of partners outside of the health Division that represent Tribal/community populations and health challenges. The consultant must also document that the partnership meets and communicates on a regular basis to consider new data sources, review newly collected data, consider assets and resources that are changing, and conduct additional data analysis as well as the collaborative process used to identify and collect data and information, identify health issues, and identify existing Tribal or local assets and resources to address health issues. This is referenced in PHAB Standards and Measures 1.5, Standard 1.1.1.
 - ii. The CHA must include evidence that comprehensive, broad-based data and information from a variety of sources were used to create the health assessment. Qualitative as well as quantitative data must be utilized and may address the community's perception of health, factors that contribute to higher health risks and poorer health outcomes, or attitudes about health promotion and health improvement. Data collection methods should include, but may not be limited to surveys, asset mapping, focus groups, town forums, and community listening sessions. The assessment must also include both primary and secondary data. There shall be included a description of health issues and specific descriptions of population groups with particular health issues and inequities; a description of demographics; a description of factors that contribute to specific populations' health challenges; and a description of existing assets or resources to address health issues.
 - iii. Documentation shall demonstrate that community input was sought both in the development of the CHA, as well as review and feedback following development.
 - iv. Documentation shall include how partners, stakeholders, other agencies, associations, and organizations will be informed of the CHA, as well as how the information will be communicated to the public.
 - v. Document the gathering of information, collection of data, conduct of community dialogues, and/or identification of community assets specific to populations and/or geographic areas in the community where health inequities and poorer health indicators were identified in the community health assessment (ii., iii., iv., and v. are referenced in PHAB Standards and Measures 1.5, Standards 1.1.2 T/L and 1.1.3 A).
 2. Community Health Improvement Plan (CHIP).
 - i. Develop a Community Health Improvement Plan.
 1. Lead the Public Health Division's collaborative community health improvement process (using the national model, Mobilizing for Action through Planning and Partnerships (MAPP) and the broad participation of partners and stakeholders.

¹ <http://www.phaboard.org/accreditation-process/public-health-department-standards-and-measures/>

2. Develop a written CHIP that documents the collaborative community improvement planning process in accordance with the PHAB Standards & Measures.
 - a. Document that the CHIP planning process included participation by a wide range of community partners representing various sectors of the community; that data and information from the CHA was provided to participants in the CHIP for use in their deliberations; evidence that community and stakeholder discussions were held; that they identified issues and themes with community members' definition of health and of a healthy community; community assets and resources were identified and considered in the CHIP; a description of the process used by participants to develop a set of priority state health issues. These are referenced in PHAB Standards and Measures 1.5, Standard 5.2.1
 - b. Provide documentation that the CHIP includes the desired measurable outcomes or indicators of the health improvement plan and priorities for action from the perspective of community members. The CHIP must include community health priorities, measurable objectives, improvement strategies and activities with time-framed targets that were determined in the community improvement planning process. In establishing priorities, the plan must include consideration of addressing social determinants of health, causes of higher health risks and poorer health outcomes of specific populations, and health inequities. Strategies may be evidence based, practice-based, or may be innovative to meet the needs of the community. I
 - c. The CHIP must include policy changes needed to accomplish the identified health objectives. Policy changes must include those that are adopted to alleviate the identified causes of health inequity and may address social and economic conditions that influence health equity including housing, transportation, education, job availability, neighborhood safety, access to recreational opportunities, and zoning, for example.
 - d. The CHIP must include designation of individuals and organizations that have accepted responsibility for implementing strategies outlined in the CHA. This may include assignments to staff or agreements between planning participants, stakeholders, health care providers (community benefit), other local governmental agencies, or other community organizations.
 - e. Demonstrate that the CHIP process has considered both national and state health improvement priorities where they have been established (b., c., d., and e are referenced in PHAB Standards and Measures 1.5, Measure 5.2.2 L).
3. Public Health Strategic Plan.
 - i. Development of the Public Health Strategic Plan must be documented to demonstrate the membership of the strategic planning group. A list of the individuals who participated in the strategic planning process and their titles must be provided. Participants must include various levels for staff as well as representatives of the health Division's governing entity. Documentation must include a summary or overview of the strategic planning process, including the number of meetings, duration of the planning process, and the methods used for the review of major elements by stakeholders. Steps in the planning process must be described, for example, opportunities and threats analysis or environmental scanning process, stakeholder analysis, story-boarding, strengths and weaknesses analysis, and scenario development. This is referenced in PHAB Standards and Measures 1.5, Measure 5.3.1 A.
 - ii. The Strategic Plan shall include, but may not be limited to the following topics specific to the Health and Human Services Agency Public Health Division (referenced in PHAB Standards and Measures 1.5, Measure 5.3.2 A):
 1. Mission, vision, and guiding principles/values.
 2. Strategic priorities for the Division.
 3. Goals and objectives with measurable and time-framed targets.
 4. Capacity for and enhancement of information management, workforce development, communication, and financial sustainability.

5. The communication of external trends, events, or other factors that may impact community health or the health Division.
 6. Analysis of the Division's strengths and challenges.
 7. Identification of the linkages between the health improvement plan and the Public Health Division's quality improvement plan.
4. Performance Management System.
- i. Development of a Division-wide performance management system, in collaboration with PHD staff. (referenced in PHAB Standards and Measures 1.5, Measures 9.1.1 A, 9.1.2 A, 9.1.3 A.)
 1. Must document the leadership's engagement in setting a policy for and/or establishing a performance management system for the Division.
 2. Must document engagement of staff at all levels of the department in determining the nature of a performance management system for the Division and implementing the system.
 3. Provide a written description of the Division's adopted performance management system that includes: Performance standards, including goals, targets, and indicators and the communication of expectations; performance management including data systems and collection; progress reporting including analysis of data, communication of analysis results, and a regular reporting cycle; and a process to use data analysis and manage change for quality improvement and towards creating a learning organization.
 4. Provide documentation of a Division committee, team, council, executive team, or some other entity that is responsible for implanting the performance management system.
 5. Document setting of goals and objectives with the identified time frames for measurement and the monitoring of performance towards the objectives selected. Documentation must also include an analysis according to the time frames.
 6. Document that performance results, opportunities for improvement, and next steps for the identified goals and corresponding objectives were documented and reported.
 - ii. Develop a written quality improvement plan that is integrated into all programmatic and operational aspects of the Public Health Division and includes all requirements delineated in Measure 9.2.1A of the PHAB Standards and Measures, or as may be amended during the term of this Agreement.
5. Additionally, throughout the development and execution of the four aforementioned primary areas, Consultant shall develop and implement various communications strategies to share findings of the process.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire December 31, 2016.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant 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 inclusive of all direct costs associated with these services including consultant activities, subcontractor to consultant activities, office support costs, travel, and support for community engagement. Reimbursement shall be paid at the rate of \$132.00 per hour. Indirect charges may be included at the rate of 9.5% of overall cost, not to exceed \$7,750.00 (rounded) for the term of the Agreement, chargeable on a monthly basis.

Schedule of Deliverables/Payment: Consultant shall submit invoices, in a form and format approved by HHSA, within thirty (30) days of completion of activities as shown below up to the allowable amount, with the final billing per deliverable being submitted within 30 days of completion of that Project.

Project	Target Completion Date	Deliverable	Amount
1		Conduct a comprehensive, collaborative Community Health Assessment (CHA) of qualitative data collection, analysis, and report preparation, including implementing multiple community engagement strategies.	
		Payable in monthly invoices.	\$28,001
		Payable upon sign-off by Contract Administrator that Project 1 has been completed in its entirety.	\$7,000
		Project 1 Total	\$35,001
2		Assist in developing and formalizing a Community Health Improvement Plan (CHIP), including forming and co-leading a Performance Improvement Advisory Council.	
		Payable in monthly invoices.	\$14,113
		Payable upon sign-off by Contract Administrator that Project 2 has been completed in its entirety.	\$3,528
		Project 2 Total	\$17,642
3		Develop a Strategic Plan for the Public Health Division, based on the outcomes of Projects 1 and 2 above.	
		Payable in monthly invoices.	\$15,807
		Payable upon sign-off by Contract Administrator that Project 3 has been completed in its entirety.	\$3,952
		Project 3 Total	\$19,759
4		Develop the Public Health Division Performance Management System, and Quality Improvement Council.	
		Payable in monthly invoices.	\$7,339
		Payable upon sign-off by Contract Administrator that Project 4 has been completed in its entirety.	\$1,835
		Project 4 Total	\$9,174
Indirect Charges chargeable on a monthly basis			\$7,750
TOTAL			\$89,326

ARTICLE IV

Maximum Obligation: The maximum obligation for all services rendered during the term of this Agreement shall not exceed \$89,326.

ARTICLE V

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

ARTICLE VI

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 VII

Consultant 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, Consultant

shall act as Consultant only to County and shall not act as Consultant 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 Consultant's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. County acknowledges that Consultant subcontracts with specific individuals as delineated in Consultant's response to Request for Proposal No 15-918-013. Those individuals delineated in Consultant's response to RFP No 15-918-013 notwithstanding, Consultant 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 IX

Independent Consultant/Liability: Consultant 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. Consultant 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.

Consultant 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 Consultant or its employees.

ARTICLE X

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 XI

Audit by California State Auditor: Consultant 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, Consultant 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 XII

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 Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant 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 Consultant, 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, Consultant 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.

ARTICLE XIII

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 A
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
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

BARBARA M. AVED, RN, PHD, MBA
23 CHICORY BEND
SACRAMENTO, CA 95831

or to such other location as the Consultant directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant 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.

In the event of a change in address for any County office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a part of this Agreement 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 XV

Indemnity: The Consultant 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 attorneys 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 Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, 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 Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant 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 Consultant in the performance of the Agreement.
- D. In the event Consultant 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. Consultant 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. Consultant 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,

Consultant 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 Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant 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 Consultant'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 Consultant'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 Consultant 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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 XVII

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 Consultant 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 XVIII

Interest of Consultant: Consultant covenants that Consultant 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. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XIX

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. Consultant 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 Consultant 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 XX

California Residency (Form 590): If Consultant is a California resident, Consultant 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 Consultant 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 Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Consultant is not a California resident, Consultant 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 Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant 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 Consultants 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

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

ARTICLE XXV

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 XXVI

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 XXVII

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 XXVIII

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 XXIX

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:  _____ Dated: 5/11/15 _____
Chris Weston, Program Manager
Health and Human Services Agency, Public Health Division

Requesting Department Head Concurrence:

By:  _____ Dated: May 11, 2015 _____
Don Ashton, M.P.A., Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 487-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5-27-15

By: B.K. Veerkamp Board date 3-10-15

Briah Veerkamp, Chair
Board of Supervisors
"County"

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

By: James S. Mitrison
Deputy Clerk

Dated: 5-27-15
Board date 3-10-15

-- CONSULTANT --

By: Barbara M. Aved
Barbara M. Aved, RN, PhD, MBA
Sole Proprietor
"Consultant"

Dated: 5/18/15

kgf