

MEMORANDUM OF UNDERSTANDING 523-M1510

Between

THE COUNTY OF EL DORADO

and

THE FOOD BANK OF ELDORADO COUNTY

and

THE CAMERON PARK COMMUNITY SERVICES DISTRICT

Regarding

THE ELDERLY NUTRITION PROGRAM, CONGREGATE MEAL SERVICE

THIS MEMORANDUM OF UNDERSTANDING (MOU) 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”), the Food Bank of Eldorado County (hereinafter referred to as “Food Bank”), and the Cameron Park Community Services District (hereinafter referred to as “District”), hereinafter collectively referred to as “Partners.” This MOU sets forth each party’s role and responsibilities as it applies to participating in the Elderly Nutrition Program congregate meal service weekly on Mondays and Fridays at the District Community Center located at 2502 Country Club Drive, Cameron Park, CA 95682.

RECITALS

WHEREAS, the Older Americans Act Title III-C Elderly Nutrition Program, Congregate Nutrition Services reduce hunger and food insecurity, promote socialization of older individuals, and promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutrition health or sedentary behavior;

WHEREAS, all Partners share a common goal of providing high-quality services to the older adults of El Dorado County; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State, and local laws.

NOW THEREFORE, the entities hereto mutually agree as follows:

ARTICLE I

Purpose and Principles: Established under the Older Americans Act, the federally funded Elderly Nutrition Program provides a vital link in maintaining the health of older persons by preventing premature institutionalization and improving overall quality of life.

There are two components of the program:

- Congregate dining provides meals in a group setting to encourage socialization and recreation.
- Home delivered meal service provides the same nutritious meal to those who are more homebound due to physical or mental limitations. Service is provided on a temporary or more permanent basis.

This MOU covers the congregate dining component of the program and will serve residents 60 years of age and older (including the spouse of someone 60 years or older).

ARTICLE II

Term: This MOU shall become effective when fully executed by all designated Partners hereto for the initial period of one (1) year and shall automatically renew for successive one-year terms, from year to year thereafter unless terminated earlier pursuant to the provisions contained herein this MOU under the Article titled, "Termination of Participation."

ARTICLE III

Compensation: There shall be no remuneration to any of the Partners.

ARTICLE IV

Roles and Responsibilities:

- A. All Partners shall maintain a professional and positive interpersonal working relationship with each other.
- B. All Partners shall identify at a minimum a single point of contact and make that contact known by all Partners.
- C. The roles and responsibilities of each specific Partner are as follows:

Partner	Roles and Responsibilities
<p style="text-align: center;">County of El Dorado Health and Human Services Agency</p>	<ol style="list-style-type: none"> 1. Provide initial and ongoing training, as necessary, that allows for proper administration of Elderly Nutrition Program congregate meal service per Title III C-Elderly Nutrition Program. 2. Provide and deliver at an agreed upon time every Monday and Friday (that is not a recognized as a County holiday) all food necessary to administer an Elderly Nutrition Program congregate meal service. 3. Provide for all pans and serving utensils that will remain on site at the District Community Center that are necessary to prepare certain portions of the Elderly Nutrition Program congregate

Partner	Roles and Responsibilities
	<p>meal service.</p> <ol style="list-style-type: none"> 4. Provide a daily list of instructions necessary to carry out the Elderly Nutrition Program congregate meal service. 5. Provide Elderly Nutrition Program congregate meal service cards and documents necessary for required data collection purposes. 6. Provide a computer and scanner to allow for Elderly Nutrition Program congregate meal service cards to be scanned. 7. Return to site to pick up pans, intake forms, donations, and any other supplies at agreed upon time. 8. Provide a Registered Dietitian to do quarterly nutrition education and site inspection. 9. Provide all cleaning/dishwashing supplies, etc. necessary for operation of the Elderly Nutrition Program congregate meal service. 10. Provide a push cart for items that will be stored on-site for the Elderly Nutrition Program. 11. Promote outreach and marketing of the Elderly Nutrition Program congregate meal service to the community.
<p>Food Bank of Eldorado County</p>	<ol style="list-style-type: none"> 1. Ensure at a minimum, four (4) volunteers are available to fully operate the Elderly Nutrition Program congregate meal service every Monday and Friday (that is not a recognized County holiday). Meal service time will be between the hours of 12:00PM and 12:30PM. 2. Contact the Health and Human Services Agency (HHS) a minimum of 24 hours in advance of each Elderly Nutrition Program congregate meal service with the requested number of meals for the following meal service. 3. Ensure that <u>each</u> Elderly Nutrition Program congregate meal service has an identified “lead” that is ServSafe certified and is responsible for ensuring full compliance with the Title III C- Elderly Nutrition Program and all food health and safety requirements, including but not limited to, storing and preparing food at proper temperatures, food handling, and cleanliness. 4. Provide for and ensure that all volunteers have completed the online safe food handling course¹. 5. Comply with all California Health & Safety Code requirements relative to safe food handling practices during the preparation and service of the Elderly Nutrition Program congregate meal service. 6. Clean, store, and account for all dishes, utensils, pans, and cooking items that remain onsite at the District Community Center necessary to prepare the Elderly Nutrition Program congregate meal service. 7. Provide single use hand wash soap for each Elderly Nutrition

¹ Environmental Health Testing Food Handler Online Program – <http://www.hrtsonline.net/>

Partner	Roles and Responsibilities
	<p>Program congregate meal service.</p> <ol style="list-style-type: none"> 8. Clean and have ready for HHSA to pick up all pans, intake forms, donations, etc. no later than 1:30PM after each Elderly Nutrition Program congregate meal service. 9. Adhere to and sign the daily list of instructions necessary to prepare and administer the Elderly Nutrition Program congregate meal service. 10. Accept and count donations for the Elderly Nutrition Program congregate meal service, adhere to all County policies that pertain to donations, and ensure all donations are delivered daily to HHSA. All donations shall be deposited in a locked, secure depository (a safe, drawer, cabinet or locked box) in accordance with the County Cash Handling Guidelines, incorporated herein by reference in its entirety, and available upon request. All volunteers shall follow processes as outlined in County Cash Handling Guidelines to ensure safe guarding of County assets. 11. Ensure all meals are provided only to participants that qualify for the Elderly Nutrition Program congregate meal service. 12. Obtain and submit to HHSA all necessary Elderly Nutrition Program congregate meal service client data. 13. Ensure all volunteers wear hairnets, closed-toe shoes, and appropriate clothing. Inappropriate clothing includes, but is not limited to, tank tops or strapless shirts, sandals, shorts above mid-thigh. 14. Provide sufficient training to all volunteers necessary for proper administration of Elderly Nutrition Program congregate meal service per Title III C-Elderly Nutrition Program and compliant with all food and health safety requirements including, but not limited to, the California Retail Food Code, California Occupational Safety and Health requirements, environmental health food preparation, handling, and service requirements, etc. 15. Ensure a "lead" volunteer attends the monthly Senior Nutrition Program staff meeting and quarterly in-service training. 16. Set up all tables, chairs, etc. for each Elderly Nutrition Program congregate meal service and adhere to the District Community Center's desired set-up of the main room and kitchen following each Elderly Nutrition Program congregate meal service, including but not limited to, stacking chairs, putting away tables, etc. 17. Ensure telephone access during each Elderly Nutrition program congregate meal service (a volunteer cellular telephone suffices). 18. Promote outreach and marketing of the Elderly Nutrition Program congregate meal service to the community.
<p>Cameron Park Community Services District</p>	<ol style="list-style-type: none"> 1. Make available the "main room" and kitchen between the hours of 10:30AM and 1:30PM every Monday and Friday (that is not a recognized County holiday) for the Elderly Nutrition Program

Partner	Roles and Responsibilities
	<p>congregate meal service.</p> <ol style="list-style-type: none"> 2. Identify a suitable alternate room in the event that the “main room” is unavailable and communicate that to the Food Bank a minimum of 48 hours in advance. A suitable alternative does not include the District gymnasium. 3. Provide all tables, chairs, janitorial, hot and cold running water, utilities, etc. necessary for operation of the Elderly Nutrition Program congregate meal service. 4. Provide information, training, and a diagram that communicates the District Community Center’s desired set-up of the main room and kitchen following each Elderly Nutrition Program congregate meal service, including but not limited to, table configurations, chair storage locations, kitchen equipment storage locations, etc. 5. Provide secure and locked space for a push cart, etc. for items that will be stored on-site by the Elderly Nutrition Program. 6. Promote outreach and marketing of the Elderly Nutrition Program congregate meal service to the community.

There will be no Elderly Nutrition Program congregate meal service on September 11, 2015.

ARTICLE V

Changes to MOU: This MOU 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

Partners 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, Partners shall act as Partners only to County and shall not act as Partners 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 Partner's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Partners are engaged by County for its unique qualifications and skills as well as those of its personnel. Partners 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: Partners are, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which they perform services required by terms of this Agreement. Partners exclusively assume responsibility for acts of its employees, associates, and/or volunteers, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Partners 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 and/or volunteers. 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 Partners or its employees and/or volunteers.

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

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 Partners 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 XI

Interest of Partners: Partners covenant that Partners presently have 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. Partners further covenant that in the performance of this Agreement no person having any such interest shall be employed by Partners.

ARTICLE XII

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. Partners attest that they have 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 Partners 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 XIII

Nondiscrimination:

- A. County may require Partners' services on projects involving funding from various state and/or federal agencies, and as a consequence, Partners shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Partners and its employees, volunteers, 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; Partners 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. Partners and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Partners shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Partners signatures 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 XIV

Confidentiality and Information Security Provisions: Partners shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. Partners shall not use such information for any purpose other than carrying out the Partners obligations under this Agreement. Partners shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Partners shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If any Partner receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, the Partner shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XV

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

The District agrees to indemnify the County from any claims alleging person injury or property damage arising out of the use of the District's premises for the program. The District's duty to indemnify and hold the County harmless includes the duty to defend as set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: District and Food Bank shall furnish to County proof of a policy of insurance issued by an insurance company that is acceptable and satisfactory to County's Risk Manager and

documentation evidencing that the Partners maintains insurance that meets the following requirements:

- A. Commercial General Liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- B. Workers' Compensation and Employers' Liability Insurance covering all employees of Partners as required by law in the State of California.
- C. Property insurance on real property covered by this Agreement under a standard "all Risk" policy. The policy shall insure for not less than ninety percent (90%) of the replacement value of the property.
- D. The certificate of insurance must include a provision stating that insurer will not cancel insured's coverage without thirty (30) days written notice to County.

As to County: The County is self-insured and shall provide the Partners with evidence of said self-insurance by way of a letter signed by the County Risk Manager.

Partners shall maintain the required insurance in effect at all times during the Term of this Agreement. In the event said insurance expires at any time during the Term, Partners agree 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 the Term of the Agreement, or for a period not less than one (1) year. New certificates of insurance are subject to the approval of the County. If Partners fail to maintain in effect at all times the insurance coverage specified herein, County may, in addition to any other remedies it may have, terminate this Agreement.

ARTICLE XVII

Termination of Participation:

- A. Any Partner may cancel their participation in this MOU through their representatives by giving thirty (30) days' notice in writing to the other Partners. In addition, the County may cancel or suspend the Elderly Nutrition Program congregate meal service if the program is not administered in accordance with the Title III C-Elderly Nutrition Program and/or food health and safety requirements at any time.
- B. 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.

ARTICLE XVIII

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

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 HHSA shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

Alternatively, to such other location as HHSA directs.

Notices to the Partners shall be addressed as follows:

CAMERON PARK COMMUNITY SERVICES DISTRICT
2502 COUNTRY CLUB DRIVE
CAMERON PARK, CA 95682
ATTN: GENERAL MANAGER

FOOD BANK OF ELDORADO COUNTY
4550 BUSINESS DRIVE
CAMERON PARK, CA 95682
ATTN: EXECUTIVE DIRECTOR

or to such other location as County directs.

ARTICLE XX

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

ARTICLE XXI

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU 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 XXII

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 XXIII

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 XXIV

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 XXV

Entire MOU: This document and the documents referred to herein are the entire MOU between the parties regarding the Elderly Nutrition Program at the District Community Center and incorporate or supersede all prior written or oral MOUs or understandings about the Elderly Nutrition Program at the District Community Center.

Requesting Contract Administrator Concurrence:

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

Dated: 8/24/15

Requesting Department Head Concurrence:

By: Don Ashton
Don Ashton, M.P.A.
Director
Health and Human Services Agency

Dated: 8/24/2015

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IN WITNESS WHEREOF, the parties hereto have executed this MOU 523-M1510 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____


Brian Veerkamp, Chair
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

FOOD BANK OF ELDORADO COUNTY



Mike Sproull
Executive Director

08/20/15
Date

CAMERON PARK COMMUNITY SERVICES DISTRICT



Scott McNeil
Board President

8-21-15
Date

JA