

## DIETICIAN NUTRITIONIST AGREEMENT

THIS AGREEMENT is entered into by and between Champaign County Regional Planning Commission, herein called the Commission, and Rowan Crozier, Registered Dietician Nutritionist, herein called Nutritionist, as of the latest date of execution by either of the parties.

### WITNESSETH

WHEREAS, the Commission, through its Early Childhood Education Program, desires to engage Nutritionist to provide sound nutritional and health advice to staff, children and families. Some of the job duties that Nutritionist will perform include (but are not limited to):

- Educate staff, children, and families about their dietary and nutritional needs to promote health and wellness
- Assess children and family needs and create a realistic nutrition plan
- Develop nutrition questionnaires for weight management and an associated action plan
- Facilitate group sessions on nutrition and dietetics
- Provide individual counseling on dietetics and nutrition
- Assist in creating nutrition forms and procedures
- Collect nutrition data and prepare reports
- Facilitate grocery store tours to education families on nutrition labels
- Participate in the Health Services Advisory Committee
- Provide nutrition counseling, menu review, and general consulting to the Child and Family Services Manager
- Provide other nutrition or dietetics support as needed to advance the health of children and families

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Contractor Engagement:** The Commission agrees to engage the Nutritionist, and the Nutritionist agrees to provide support for a comprehensive, high quality nutrition program and develop methods to promote a healthy diet through proper eating habits for Commission staff, children, and families.
2. **Cooperation of the Commission:**
  - A. The Commission will make available to the Nutritionist any information and relevant data in its possession and will cooperate with the Nutritionist in the course of the work specified. To that end, the Nutritionist agrees to maintain records documenting training, service provision, time and effort, nutrition plans and outcomes, family contacts, and evidence of certification, licensure and liability insurance.
3. **Personnel:** The Nutritionist agrees that she has the professional expertise and required certification, licensure, and insurance to provide comprehensive nutrition services in an effort to foster responsibility for healthy choices among children and families. Nutritionist agrees that she has the

expertise to create substantive action plans aimed improving the health and wellness of staff, children, and families.

4. **Scope of services:** The Nutritionist will independently facilitate an effective service delivery plan consistent with goals of the Early Childhood Education Program.
5. **Compensation:**
  - A. The Commission agrees to pay the Nutritionist \$25 per hour not to exceed 30 hours per month without prior written approval of the Early Childhood Education Director or Child and Family Services Manager. Designated work hours will be at the discretion of the Nutritionist with the authorization of the Commission to ensure expedited nutrition services. The Nutritionist will be paid documented mileage at the established IRS standard mileage rate.
  - B. The Nutritionist will submit a monthly invoice for payment detailing time and effort by date/location/participant. Reimbursements will be processed on a bi-weekly basis. The Nutritionist, as an independent contractor, will complete and submit to the Commission a signed W-9 prior to receiving payment.  
  
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
6. **Period covered:** This agreement commences on the date of agreement execution and terminates on February 28, 2023. Based on satisfactory performance and availability of funding, the agreement may be extended in one-year increments upon mutual agreement of the parties.
7. **Termination of Contract for Cause:**
  - A. If the Nutritionist fails to fulfill its contractual obligations or otherwise violates any of the terms of this Agreement and/or any applicable local, state, or federal laws related to this Agreement, the Commission may terminate the Agreement by giving a written notice of the cause for termination to the Nutritionist at least thirty days prior to the effective date of termination.
  - B. Upon termination, all finished or unfinished materials, including files, documents, data, and reports prepared by the Nutritionist pursuant to this Agreement will become the sole and exclusive property of the Commission.
8. **Termination of Contract for Convenience:**
  - A. This Agreement may be terminated by either party at any time during the period of this Agreement by written notice at least 30 days prior to termination.
9. **Entire Agreement:** This Agreement represents the entire agreement between parties with respect to the project and may not be modified except in writing.
10. **Findings Confidential:** The Nutritionist may not make available to any individual or organization any reports, information, data, etc., produced under this agreement.
11. **Hold Harmless:** Nutritionist shall fully defend, indemnify, and hold harmless Commission from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind whatsoever whether brought by an individual or other entity or imposed by a court of law or administrative action of any federal, state, or local government body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Nutritionist..

12. **Non-Discrimination:** The Commission will not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, order of protection status, genetic information, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran and will comply with all federal and state non-discrimination, equal opportunity, and affirmative action laws, orders and regulations. This non-discrimination policy applies to Commission employees, contractors, consultants, and subgrantees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers as of the date indicated by the signatures of the respective parties.

BY: Rowan Crozier  
Rowan Crozier, Independent Contractor

DATE: 3/30/22

BY: Elizabeth Murphy  
Elizabeth Murphy, Chief Operating Officer  
Champaign County Regional Planning Commission

DATE 3-31-2022