

**AMENDMENT ONE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
SECOND HARVEST FOOD BANK**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the SECOND HARVEST FOOD BANK, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into Agreement 67461 for Brown Bag Program services on July 26, 2005; and

WHEREAS, the parties wish to amend the Agreement increasing the units of service and funding for Brown Bag Program services by \$23,020 for a total of \$47,389:

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3 of the agreement is amended to read as follows:

**3. Payments.**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A (revised 02/06), County shall make payment to Contractor based on the rates and in the manner specified in Schedule B (revised 02/06). The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FORTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS (\$47,389).

2. Schedule A and Schedule B of the Original Agreement are deleted and replaced and incorporated herein as Schedule A (revised 02/06) and Schedule B (revised 02/06) as attached.
3. **All other terms and conditions of the agreement dated July 26, 2005, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

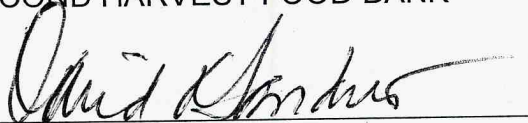
By: \_\_\_\_\_  
Jerry Hill, President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

SECOND HARVEST FOOD BANK

  
\_\_\_\_\_  
Contractor's Signature

Date: 2/17/06

## SCHEDULE A – AMENDMENT ONE

### SECOND HARVEST FOOD BANK

#### FY 2005-2006 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Brown Bag Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2005 through June 30, 2006. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. A monitoring will be conducted annually and onsite, in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

#### I. BROWN BAG PROGRAM

##### 1. Units of Service

Contractor agrees to provide 2,500 unduplicated clients with the following services: 102,000 bags of food. Contractor agrees to use funding to secure donations of produce, provide 22,500 pounds of meat (three pounds per client) and identify sustainable resources for ethnically appropriate foods.

##### 2. Unit Definitions

To distribute bags of purchased surplus and donated edible fruits, vegetables and other unsold food products on a weekly basis to supplement the nutritional needs of low-income older individuals.

**Unit of Service: One bag, average weight seventeen pounds**

##### 3. Program Requirements

Contractor agrees to:

- a. Provide the program in accordance with the Brown Bag Program Manual as incorporated in the Community-Based Services Program Contract and Chapter 7.5 Programs Contract for the administration and operation of the Brown Bag Program. It establishes the basic requirements for Brown Bag Program organization, facilities, fiscal and program reporting, food standards, participation, volunteer utilization and other procedures that affect the composition and quality of the program.

Second Harvest Food Bank – Schedule A

- b. Coordinate and track annual distribution of Senior Farmers Market Nutrition Program coupons to Brown Bag Program participants.

## **SCHEDULE B – AMENDMENT ONE**

### **SECOND HARVEST FOOD BANK**

#### **FY 2005-2006 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Brown Bag Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2005 through June 30, 2006. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County.

#### **I. BROWN BAG PROGRAM**

Aging and Adult Services will pay the contractor the rate of one twelfth per month for providing 2,500 clients with 102,000 bags of food over the entire term of the Agreement. Aging and Adult Services will also pay the contractor a total of \$23,020 between the approval of this amendment and the end of the contract term in consideration of services rendered through OAA funds.

The maximum reimbursement for the Brown Bag Program during the contract term July 1, 2005 through June 30, 2006 shall not exceed FORTY-SIX THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS (\$46,445).

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Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program.

A mid-year review, scheduled for January, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

In addition, Contractor agrees to:

- a. Submit client intake forms as appropriate, monthly program reports and invoices by the tenth (10<sup>th</sup>) of each month. (Invoices submitted more than two months past the month of service may not be reimbursed. Statistical reports submitted more than one month past the month of service may result in withholding of payments until reports are brought current.);
- b. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services; and

Second Harvest Food Bank – Schedule B

- c. Submit a closing report by July 31, 2006.

The maximum reimbursement for contracted services between San Mateo County Aging and Second Harvest Food Bank is \$46,445 in Older Americans Act funds and \$944 in County General Funds for general program support for a total amount of FORTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS (\$47,389) for the contract term July 1, 2005 through June 30, 2006.