

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

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
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, it is necessary and desirable that Contractor be retained for the purpose of Administering and Managing the Food Assistance Program and the Operation Brown Bag Program.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Program/Project Description
- Exhibit B—Method and Rate of Payment
- Exhibit C—Contractor’s Declaration Form
- Exhibit D—Program Monitoring
- Exhibit E—Outcome Based Management (OBM) Initiative
- Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." 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 One Hundred Ninety Five Thousand Five Hundred Seventy Dollars, (\$195,570).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010 through June 30, 2013.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of

the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor’s equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

County of San Mateo Human Services Agency
Ali Shirkhani, Analyst
262 Harbor Boulevard, Building A
Belmont, CA 94002
FAX: (650) 596-3478

In the case of Contractor, to:

Second Harvest Food Bank
Kathy Jackson, Executive Director
750 Curtner Avenue
San Jose, CA 95125-2118
FAX: (408) 266-9042

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SECOND HARVEST FOOD BANK
Kathy Jackson, Executive Director
750 Curtner Avenue
San Jose, CA 95125-2118

Contractor's Signature

Date: _____

Exhibit A
Program/Project Description

Second Harvest Food Bank
FY 2010-13

In consideration of payments herein provided, Contractor shall, under the general direction of the Director of the Human Services Agency, or her authorized representatives, provide for the following services to benefit the citizens of San Mateo County:

The Second Harvest Food Bank of Santa Clara and San Mateo Counties is located at 1051 Bing Street, San Carlos, California 94070. The business phone number is (650) 610-0800. Business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday.

FOOD ASSISTANCE PROGRAM and OPERATION BROWN BAG

I. CLIENT SERVICES

The Contractor will provide the following services, supporting activities, and related information from July 1, 2010 through June 30, 2013. The numbers specified below are intended to serve as minimums, but variations within 10% may occur and will not be considered breach of this Agreement.

Services Provided:

Contractor will:

- A. Provide at least 4,000,000 pounds of food to nonprofit agencies serving low-income individuals in San Mateo County.
- B. Serve an average of 40,000 San Mateo County residents per month through the Food Assistance Program.
- C. Provide grocery bags for the San Mateo County's Operation Brown Bag Program, which is a program that gives low-income seniors a weekly bag of groceries.
- D. Partner with a minimum of 220 San Mateo County nonprofit agencies and distribution sites.
 1. Schedule agencies to pick-up food at the San Carlos distribution center.

2. Maintain monthly reports of the unduplicated clients served, reports are submitted by San Mateo County nonprofit agencies who participate in the Food Assistance Program.
 3. Research food assistance service needs throughout the County to determine where gaps in services exist.
 4. Survey new and existing agencies to determine ways to provide additional food and nutrition services.
- E. Advocate for expanded government food and nutrition services which will assist low-income residents by providing information to the media and informing the public of hunger issues in San Mateo County.

Effects of Services

The overall health of thousands of low-income individuals in San Mateo County will be improved by providing the above services.

II. OUTCOMES

Collect and report on a quarterly basis, outcomes of various program activities. The following outcomes are anticipated for the services provided pursuant to this Agreement:

1. Distribute 4.0 million pounds of food during fiscal year 2010-2013 at 220 sites in San Mateo County, including the Core Service Centers and their referrals.
2. Provide food to an average of 40,000 low-income residents in the County each month.
3. Recruit and utilize the services of volunteers.

III. SUPPORTING ACTIVITIES

Program Evaluation

Computerized records of food collection and distribution, numbers of agencies and clients served, and volunteer support shall be maintained monthly, along with other activity reports.

Resource Development

1. **Food** Collect food from donors to assure ongoing and expanded food donations by maintaining careful computerized data on each donor, contacting them on a regular basis, providing prompt service in picking up food, and recognizing each donor for their support.

2. **Funds** Conduct direct mail campaigns to secure needed support from the community. Foundation and corporation funding will be secured through grants and sponsorships.

Community Coordination During the term of the Agreement, Contractor shall participate in the California Hunger Action Coalition, California Association of Food Banks, Commission on Aging, Meals on Wheels Coalition, FEMA Board, Thrive The Alliance of Nonprofits for San Mateo County and Feeding America.

Outreach, Marketing, and Publicity

1. During the term of the Agreement, Contractor shall conduct outreach activities in San Mateo County to promote food programs and inform the public of the hunger needs of the client population.
2. Coordinate regional meetings to focus on the specific needs of each region, to eliminate duplication of services, and to establish programs as needed.
3. Survey new and existing agencies and build new partnerships with County agencies to provide additional food and nutritional services.
4. Contact agencies providing services to the elderly population to inform each agency of the Brown Bag Program.
5. Publish three newsletters per year for Brown Bag Program and three newsletters per year for Food Assistance Program.

IV. DESCRIPTION OF THE SERVICE ENVIRONMENTS

Clients Served:

1. Every year San Mateo County residents turn to private agencies in order to obtain sufficient food for themselves and their families. Some reasons residents seek assistance are: high housing costs, cutbacks in government funded services, confusion regarding eligibility for government assistance, the reluctance to use food stamps, layoffs, and the growing disparity between the cost of living and low salaries.

Board of Directors

The Contractor's Board of Directors meets quarterly. The bylaws stipulate that at least three of the members are residents of San Mateo County.

V. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

- A. Provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
- B. Keep the San Mateo County Human Services Agency informed about its services and activities under this contract, and to accept appropriately referred clients from the San Mateo County Human Services Agency for its contract services as part of its client base.
- C. Establish a procedure to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k).
- D. Provide the Human Services Agency with a current budget which clearly states both the program budget and the total agency budget, if different. In addition, the contractor will maintain all pertinent records and data collection forms that reflect activities listed in this contract for a period of three (3) years.

VI. CONFIDENTIALITY

Require all employees to comply with the provision of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the State Department of Social Service Manual of Policies and Procedures.

OPERATION BROWN BAG PROGRAM DESCRIPTION

I. CLIENT SERVICES

Administer a food give-away program to eligible low-income seniors (60 years of age and older and disabled individuals 55 to 59 years of age). The groceries shall be made available to participants of the program in accordance with a regular schedule established by Contractor. Provide free delivery to home-bound participants. Set the pick-up sites in such a manner as to make sites conducive to social interaction among participants.

Services Provided:

Contractor will provide the following:

1. Weekly distribution of food to 25 “Brown Bag” distribution sites serving a total of 2,828 low-income households (5050 elderly individuals).
2. Direct home delivery of groceries each week to program participants who are homebound.
3. Recruitment, training, and supervision of volunteers to carry out “Brown Bag” program distribution and record keeping activities.

II. CONFIDENTIALITY

Require all employees to comply with the provision of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the State Department of Social Service Manual of Policies and Procedures.

Exhibit B
Method and Rate of Payment

Second Harvest Food Bank
FY 2010-13

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule for FY 2010-2013:

Food Assistance Program:

In full consideration of the services provided by the Contractor pursuant to this Agreement, County shall pay the Contractor according to the payment schedule described below on a quarterly basis with a reconciliation of the payments and expenditures, not to exceed **\$52,152** per Fiscal Year:

1 st Quarter	\$13,038.00
2 nd Quarter	\$13,038.00
3 rd Quarter	\$13,038.00
4 th Quarter	\$13,038.00

Operation Brown Bag:

In addition, the County shall make the following payments, according to the payment schedule described below, on a quarterly basis to contractor for the program known as Operation Brown Bag with a reconciliation of the payments and expenditures, not to exceed **\$13,038**, per Fiscal Year:

1 st Quarter	\$3,259.50
2 nd Quarter	\$3,259.50
3 rd Quarter	\$3,259.50
4 th Quarter	\$3,259.50

The County shall pay the Contractor within thirty (30) working days following receipt of invoice at the rate of payment set forth in above pursuant to the criteria set forth in Exhibit A of this Agreement.

In any event the total amount of the Agreement shall not exceed **\$195,570**, (\$65,190 per Fiscal Year).

County may terminate this Agreement or a portion of the services referred to in Exhibit A, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payments if the County determines that the quantity or quality of the work performed is unacceptable.

Invoices will not be paid without Quarterly Reports. Copies of Quarterly Reports are to be sent to San Mateo County Human Services Agency - 262 Harbor Boulevard - Belmont, CA 94002. Attn: Ali Shirkhani: (Phone (650) 802-7675).

**Exhibit C
County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Second Harvest Food Bank	Phone:	(408) 266-8866
Contact Person:	Kathy Jackson, Executive Director	Fax:	(408) 266-9042
Address:	750 Curtner Avenue San Jose, CA 95125-2118		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

**Exhibit D
Program Monitoring**

**Second Harvest Food Bank
Services FY 2010-13**

Contractor will provide to County on demand, all requested income and demographic data about the recipients of services under this Agreement. This data may include race, family size, income, sex and handicap status, if any, of the head of household.

Contractor will participate in regular meetings with HSA-designated staff to develop and monitor Contractor's progress by providing to HSA monthly financial statements and other required information.

Contractor will provide County with an Annual Audit Report. The Audit report must include a statement of compliance with OMB Circular A -133 "Audits of States", Local Governments and Non-Profit Organizations".

Exhibit E
Outcome Based Management Initiative

Second Harvest Food Bank
Services FY 2010-13

Responsibilities relating to the County's OBM Initiative:

Contractor Responsibilities

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information; and
- Complying with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.
- Contractor will participate in HOPE (Housing Our People Effectively) activities as mutually agreed upon. HOPE is a ten-year action plan that brings together the business, nonprofit, and public sector communities to address the challenging issue of homelessness at its core, rather than manage it at the margins.

County Responsibilities

County, through the Human Services Agency, will

- Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative;
- Issue and review OBM Implementation Guidelines; and
- Conduct review of performance and outcome information.

ATTACHMENT I
Assurance of Compliance with Section §504
of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor (s)" hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor (s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor (s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor (s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person (s) to coordinate its efforts to comply with the DHHS regulations.

Name of 504 Person - Type or Print

Second Harvest Food Bank
Kathy Jackson, Executive Director
750 Curtner Avenue
San Jose, CA 95125-2118

Name of Contractor(s) – type or Print

I certify that the above information is complete and correct to the best of my knowledge.

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."