

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MEALS ON WHEELS OF SAN FRANCISCO, INC. DBA MEALS ON WHEELS SAN FRANCISCO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____. 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Meals on Wheels of San Francisco, Inc. DBA Meals on Wheels San Francisco, hereinafter called "Contractor";

WITNESSETH:

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 an Agreement for providing home delivered meals for the County's Second Course home delivered meal program on July 22, 2023; and

WHEREAS, the parties wish to amend the Agreement to update exhibits and increase the contract amount.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A (Rev. 3/12/2025), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (Rev. 3/12/2025). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SEVEN HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED AND FORTY DOLLARS (\$782,640). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

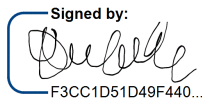
2. Exhibit A (Rev. 12/9/2024) is replaced by Exhibit A (Rev. 3/12/2025)

3. Exhibit B (Rev. 12/9/2024) is replaced by Exhibit B (Rev. 3/12/2025)

4. All other terms and conditions of the agreement dated July 22, 2023, amendment one dated January 2, 2025, and amendment two dated April 1, 2025 between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Meals on Wheels of San Francisco, Inc. DBA Meals on Wheels San Francisco

Signed by:

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4/2/2025

Jennifer Steele

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A (Rev. 3/12/2025)
Meals on Wheels of San Francisco, Inc.
FY24-25 DESCRIPTION OF SERVICES

In consideration of the payments set forth in Exhibit B, County shall provide funding supporting the Second Course Home Delivered Meals program to eligible individuals.

DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR

Program Requirements

The San Mateo County sponsored Second Course program will provide home delivered meals to former Great Plates Delivered individuals 60 years of age and older and is expanding to include meals for adults with disabilities who meet the program's eligibility criteria. Meals will also be available to address short term meal delivery needs for those being discharged from hospitals and care facilities and for those on waiting lists. Homebound older individuals and adults with disabilities will receive meals, nutrition education and nutrition risk screenings. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans [22CCR 7135, 22CCR 76383.7 ©].

Contractor agrees to:

- 1.** Conform to the appropriate federal, State and local nutrition requirements, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures.
- 2.** Operate the program Monday-Friday to provide one main meal a day for each service week.
- 3.** Submit menus for approval by the AAS registered dietitian that comply with the most current Dietary Guidelines for Americans by the US Department of Health and Human Services and the US Department of Agriculture.
- 4.** Ensure each food preparation site (central kitchen and caterer) is physically inspected on a quarterly basis by the County Registered Dietitian. Generally accepted standards for food safety, County policies and procedures must guarantee the following:
 - I. Inspection of non-food preparation nutrition sites at least every year and
 - II. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.

5. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds to the site manager.
6. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the home delivery service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer.
7. Providers are required to conduct eligibility and status reassessment of all participants every three months. The assessment tool used will be approved by AAS and assessments will be conducted by trained intake and social services staff.
8. Prioritize services for short term requests and to address waiting lists based on the following priority order:

First Priority – Acute Care: A person newly released from hospital with no caregiver;

Second Priority – Limited Caregiver Assistance: A person with acute or chronic medical conditions or physical disability and with less than adequate caregiver support;

Third Priority – Other: All other homebound adults with disabilities.

9. Frozen meals produced in a nutrition services provider kitchen shall:
 - I. Be packaged and frozen within two (2) hours of the end of food production, according to the requirements of the California Retail Food Code(CRFC);
 - II. Have temperatures taken and recorded at the end of food production, at the time of packaging and throughout the freezing process. Temperatures shall be recorded and kept on file by the caterer and the nutrition services provider for audit;
 - III. Be packed in individual trays, tightly sealed, and labeled with the date, contents and instructions for storage and reheating;
 - IV. Be frozen throughout storage, transport, and delivery to the home delivered meal participant; and
 - V. Be discarded according to the USDA and FDA guidelines;

10. Ensure participants receive written instructions in the language of the majority of participants for handling and reheating meals.

11. To receive a home delivered meal, an individual must meet **all** of the following criteria:

- I. Be an individual 60 years of age or older or an adult with a disability;
- II. Be homebound because of incapacitating disability and/or illnesses;
- III. Lack needed caregiver assistance from family or other resources that can aid in the provision of meals;
- IV. Be able to live at home if meals are provided, but unable to prepare or obtain nutritious meals;

Units of Service

Contractor agrees to provide 9,900 meals at the rate of \$15 per meal from April 1, 2025 to June 30, 2025.

Unit Definitions

A meal provided to an eligible individual in his or her place of residence that meets all of the requirements of State/local laws and assures a minimum one-third of the current Dietary Reference Intake (DRI), and complies with the most current Dietary Guidelines for Americans.

Unit of Service: One meal

Administrative Requirements

- 1. Contractor agrees to provide demographics on clients served upon request.
- 2. Contractor agrees to provide nutritional risk assessment and reassessment data upon request.
- 3. Contractor agrees to submit monthly invoices for payment of meals provided.
- 4. The data and narrative reports describing program outcomes and status of performance toward goals, may be used for press releases, County dashboards and other public documents.

EXHIBIT B (Rev. 3/12/2025)
MEALS ON WHEELS OF SAN FRANCISCO, INC.
FY24-25 PAYMENT AND RATES

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor will follow the County provided data reporting system to report meals served to participants. Contractor will submit monthly invoices within 10 business days after the end of the month meals are provided.

Data received from contractor will be entered into county data portal and invoice will be generated and sent to contractor for signature.

After signed invoice is received by county, payment will be processed.

Period	Deliverables
April 1, 2025 – June 30, 2025	9,900 meals reimbursed at a rate of \$15 per meal for meal production and delivery with a total of \$148,500. Total contract: prior year expenses (\$634,140) + new allocation (\$148,500) = \$782,640