

**RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
EVERYONE'S HARVEST
FOR
THE OPERATION AND MANAGEMENT OF THE CERTIFIED FARMERS' MARKET**

This Renewal and Amendment No. 1 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Everyone's Harvest (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Everyone's Harvest had previously entered into an Agreement for Services (hereinafter "Agreement") on July 1, 2019 through June 30, 2022 to provide services for the certified Farmers' Market to NMC with a three-year term and a total Agreement amount not to exceed \$130,080; and

WHEREAS, the Agreement expired on June 30, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning July 1, 2022 and to extend the term for an additional three (3) year period (July 1, 2022 through June 30, 2025) for a revised full Agreement term of July 1, 2019 through June 30, 2025 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 as per Renewal and Amendment No. 1" and to increase the amount payable by \$133,480 for a total Agreement amount of \$263,560.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from July 1, 2019 through June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:
"COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$263,560."
3. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:
***"The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
Exhibit A: Scope of Services/Payment Provisions"***

Exhibit A-1: Additional Scope of Services/Payment provisions as per Renewal and Amendment No. 1.”

4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.
5. This Renewal and Amendment is effective retroactively on July 1, 2022.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris MD, CEO

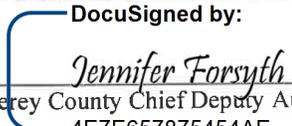
Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 6/23/2022

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By:  _____
Monterey County Chief Deputy Auditor-Controller
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Date: 6/27/2022 | 11:57 AM PDT

CONTRACTOR

EVERYONE'S HARVEST

CONTRACTOR's Business Name
Signature instructions below

By: **Terri-Jean Pyer, President** _____
(Signature of Chair, President, or Vice-President)

Name and Title

Date: _____

6-13-22P

By: **Genevieve LeBlanc** _____
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

Genevieve LeBlanc

*****SIGNATURE INSTRUCTIONS****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. (2 signatures required)

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)



Everyone's Harvest

Mailing Address: 31 Upper Ragsdale Dr. Ste. 4 Monterey, CA 93940

Phone: (831) 384-6961 • www.everyonesharvest.org

Exhibit A-1 as per Renewal & Amendment No. 1: Scope of Services/Payment Provisions

Everyone's Harvest ("CONTRACTOR"), a not-for-profit organization will create a vibrant, healthy Certified Farmers' Market ("Farmers' Market") for Natividad Medical Center ("NMC") and Fresh Produce Prescription (Fresh Rx) Program on NMC campus located at 1441 Constitution Blvd. Salinas, CA 93906 for fiscal years 2022-2025 from July 1, 2022 to June 30, 2025.

The Farmers' Market will include certified California growers and prepared food. The Farmers' Market will include a Market Information Booth to provide service to CalFresh/EBT shoppers, healthy recipes, and other nutrition information. Under this scope of work, all fees collected by CONTRACTOR at the Farmers' Market will go to Farmers' Market expenses.

The Fresh Produce Prescription (Fresh Rx) Program is an innovative partnership between healthcare providers and farmers' markets focused on preventive health care in the fight against the rise of chronic diseases related to nutrition insecurity affecting communities in Monterey County. Doctors identify and "prescribe" fresh fruits and vegetables to nutrition insecure patients at risk for chronic diet-related diseases and direct them to the farmers' markets where they can redeem that "prescription," which is \$25 worth of fresh produce weekly.

CONTRACTOR will, under this scope of work, provide the following services to NMC:

CONTRACTOR anticipates providing the following identified projects and services to NMC a total of 72 markets over 85 weeks of service from July 1, 2022 to June 30, 2025:

- **Weeks of service:**
 - July 1, 2022 to Nov. 11, 2022(19 weeks of service)
 - Apr. 26, 2023 to Nov. 1, 2023 (28 weeks of service) (or May 3 - Nov 8)
 - May 1, 2024 to Nov. 6, 2024 (28 weeks of service)
 - Apr. 23, 2025 to June 29, 2025(10 weeks of service)
- **Farmers' Market schedule:**
 - July 6, 2022 to Oct. 26, 2022 (17 days) (1 day less than 2019)
 - May 17, 2023 to Oct. 25, 2023 (24 days)
 - May 22, 2024 to Oct. 30, 2024 (24 days)
 - May 14, 2025 to June 25, 2025 (7 days)
- **Each Farmers' Market season includes:**
 - 3 weeks to prepare for Farmers' Market re-opening
 - 1 week to collect Farmers' Market and Fresh Rx data after Farmers' Market closing
- **Farmers' Market Grand Opening dates:**

- Wednesday, July 6, 2022
 - Wednesday, May 17, 2023
 - Wednesday, May 22, 2024
 - Wednesday, May 14, 2025
 - Open Farmers' Market hours are: Wednesday from 11:00 am to 3:30 pm.
 - Farmers' Market set-up is from 9:30 am to 11:00 am
 - Breakdown is from 3:30 pm to 5:00 pm.
- A total of 10 cooking demonstrations and coordination of the Fresh Produce Prescription (Fresh Rx) Program.

Internal Systems Management will provide the following for the Farmers' Market:

- EBT (Electronic Benefit Transfer): CONTRACTOR's redemption system will allow low-income families on the Temporary Assistance for Needy Families (TANF) program to use their EBT card at the Farmers' Market. No power needed for this activity.
- Market Match (incentive program): CONTRACTOR will participate in the Ecology Center Market Match program. This will allow an EBT customer to receive a match of up to \$10 in produce for every \$10 spent per day at the Farmers' Market through Market Match fund incentives. The program runs when funding is available from the Ecology Center or other funders.
- WIC (Woman, Infants, and Children): CONTRACTOR will provide WIC voucher program involvement. This will allow low-income families on Temporary Aid to Needy Families (TANF) the ability to use their WIC vouchers at the Farmers' Market.
- Fresh Produce Prescription Program (Fresh Rx) including:
 - Design, plan, and implement internal Program details, in partnership with Monterey County Clinics ("MC Clinics"), including the development of Program yearly timelines, protocol, attendance chart, and patient's information sheet, waiver, and statement of understanding.
 - Partner with MC Clinic physicians who will identify patients in need of the Program, evaluate their "willingness to change", provide them with Program details (verbally and through the information sheet provided by CONTRACTOR) and direct them to the Farmers' Market to start the Program.
 - Reconcile and record the Fresh Rx voucher amounts redeemed weekly by two (2) CONTRACTOR staff members.
 - Provide with monthly invoice (or weekly upon request) reconciled documentation to NMC for Fresh Rx vouchers redeemed, reviewed and approved by two (2) CONTRACTOR staff members.
- CONTRACTOR Rules and Regulations, Rule Sign-Off Form and Vendor Application to ensure all Farmers' Market vendors and participants are safe and follow governmental rules and regulations (including but not limited to California State Agricultural Commissioner and Monterey County Health Department rules and regulations).
- CONTRACTOR Information Booth and Children's Activities Table at every Farmers' Market.
- Use of CONTRACTOR equipment and supplies at every Farmers' Market.

- Coordination, communication, goal setting, and evaluation with CONTRACTOR Farmers' Market staff.
- Collaboration with NMC staff to determine Farmers' Market vendors and participants.
- Involve and manage other non-profit organizations including students from the Service Learning Institute of California State University Monterey Bay with Service Learning volunteer students.
- Monthly Farmers' Market reports and deposits from vendor fees collected.
- Monthly payment of bills pertaining to the Farmers' Market.
- Annual submission of Farmers' Market project's profit and loss reports to NMC or upon request.

Market Program Manager will provide the following for the Farmers' Market:

- Coordination of all Farmers' Market set-up and take-down activities.
- Enforcement of all CONTRACTOR Rules and Regulations and governmental rules and regulations (including but not limited to California State Agricultural Commissioner and Monterey County Health Department rules and regulations).
- Facilitate all current participants' documents (collect, copy, and file): Participants' Applications, Rule-Sign-Off Forms, Hold Harmless Agreements, and current required government permits.
- Distribute and collect participants' Certified Producer Load Lists.
- Collect all fees and receipts from Farmers' Market vendors. Under this scope of work all Participants' fees from the Farmers' Market will go to CONTRACTOR for Farmers' Market expenses.
- Collect, track and redeem the Fresh Rx vouchers from the Farmers' Market vendors.
- Purchase all Farmers' Market supplies.
- Determine all Participants' roles and limitations, if any, for the Farmers' Market to ensure produce variety and the Farmers' Market success.
- Organize Participants' space at the Farmers' Market.
- Keep in communication with Farmers' Market vendors and participants.

Market Program Manager Fresh Rx & Edible Ed Coordinator will provide the following for the Farmers' Market:

- Conduct outreach and advertising for the Farmers' Market including coordinating advertisements and the distribution of the Farmers' Market posters and postcards throughout NMC grounds, Health Department, and local area.
- Coordinate a total of ten (10) cooking demonstrations at the Farmers' Market conducted by a professional chef and distribute produce coupon incentives at these events.
- Recruit, facilitate, and file paperwork pertaining to cooking demonstrations.
- Coordinate Fresh Rx Program details including:
- Greet, welcome, orientate, track, provide free healthy recipe cards, and distribute weekly Fresh Rx incentive vouchers to Program patients.
- Assist Program patients, if needed, when they use their Fresh Rx vouchers to purchase fresh fruits and vegetables with the individual farmers at the Farmers' Market.

- Track and record patients' attendance. If a patient is absent, then CONTRACTOR staff will call them to check-in and inquire about their absence. If a patient cannot continue with the Program, then CONTRACTOR staff will coordinate with MC Clinics physicians to enroll another patient if there is at least three months left of the Program to participate in.
- Collect before and after health and lifestyle data of Fresh Rx participants to check and track Program progress.
- Work with NMC to promote and publish the Fresh Rx Program successes.
- Provide assistance to the Market Manager with set-up and take-down of the Farmers' Market.

Project Details of the Farmers' Market:

- CONTRACTOR estimates employees will spend an average of 34 hours a week between four (4) employees for the Farmers' Market on and off site to provide the following services:
 - Continue management and outreach for the Farmers' Market
 - Coordinate Fresh Rx Program details with MC Clinics and the Farmers' Market reopening details (including confirming and recruiting farmers and prepared food vendors).
 - Coordinate and start the on-going process of the Farmers' Market outreach and advertising and assist with MC Clinic physicians signing up Fresh Rx Program patients.
- Between Nov. 1st and Jan. 30th meet annually with NMC and CONTRACTOR administrative staff to reflect on the Farmers' Market and Fresh Rx Program season successes and challenges to plan for the season to come.

FLAT RATE FOR FARMERS' MARKET SERVICE:

The flat rate for CONTRACTOR to run Farmers' Market including market preparation and market operation of 72 markets over 85 total weeks of service is:

\$855 per week for 85 weeks of service to equal a total of \$72,675.00

The flat rate includes:

On-site services, total of 18 hours spent per week when the market is open and approximately 8 hours per person;

- Market Program Manager/Edible Ed Coordinator for 8 hours a week
- Market Program Manager/Fresh Rx Coordinator for 10 hours a week

Off-site services, total of 16 hours spent and approximately 3-5 hours per person;

- Executive Director for 3 hours a week
- Office Manager for 2 hours a week
- Market Program Manager/Edible Ed Coordinator for 5 hours a week
- Market Program Manager/Fresh Rx Coordinator for 6 hours a week

ADDITIONAL COSTS FOR THE FARMERS' MARKET:

Additional costs for this scope of work not included in the flat rate to run the Farmers' Market include:

- Outside contract services (professional chefs for cooking demos) not to exceed \$1,000.00
- Permits and fees cost not to exceed \$3,750.00
- Project supply cost not to exceed \$1250.00
- Sanitation (trash service) cost not to exceed \$500.00
- Printing cost not to exceed \$1,500.00
- Market coupons cost not to exceed \$1,125.00
- Fresh Produce Prescription Program incentive vouchers \$54,750.00
- Advertising and promotions cost not to exceed \$1,500.00
- Indirect costs (20%) not to exceed \$26,930.00

Total additional costs not to exceed \$92,305.00

VENDOR FEES COLLECTED AT THE FARMERS' MARKET:

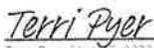
It is estimated the Farmers' Market will collect from vendors \$31,500 from July 1, 2022 to June 30, 2025. These fees will be reported and credited to the Farmers' Market run by CONTRACTOR when CONTRACTOR invoices NMC. CONTRACTOR estimated cost to run the Farmers' Market is **\$164,980.00 with an estimated gross income of \$31,500.00 for a total cost of \$133,480.00 to NMC.**

PAYMENT SCHEDULE/ REIMBURSABLE EXPENSES FOR ALL PROJECTS:

Invoices shall be sent to NMC by CONTRACTOR by the 10th day of every month. Payment shall comply with Monterey County policies and accordance with the County of Monterey Agreement for Services ("Agreement"). Reimbursable expenses will be billed in accordance. Expenditures made are to be in-the direct interest of the project including, but not limited to expenses of postage and handling, telecommunication, and mileage.

Signature: 
Genevieve LeBlanc | Jun 13, 2022 1:52 PDT

Email: genevieve.leblanc@sharecare.com

Signature: 
Terri Pyer | Jun 13, 2022 1:14 PDT

Email: terripyer@gmail.com