

AMENDMENT # 1
TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
LANCASTER-LEBANON INTERMEDIATE UNIT 13
AND
Manheim Township School District

WHEREAS, the Lancaster-Lebanon Intermediate Unit 13 (IU13) and Manheim Township School District ("Contractor") entered into an Independent Contractor Agreement, numbered C167-7103, effective August 23, 2016, [as previously amended] (the "Original Contract"); and

WHEREAS, both IU13 and Contractor now wish to amend that original Contract.

NOW, THEREFORE, IU13 and Contractor, intending to be legally bound, hereby agree as follows:

1. Section 1 A Services to the Original Contract, which currently reads:

"As outlined in the attached Exhibit A Statement of Work attached."
is hereby amended and restated to read in its entirety as follows:

"Exhibit B Statement of Work replaces in its entirety Exhibit A Statement of Work to include additional services at Mulberry Street School and Project Search Lancaster".

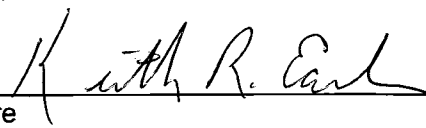
2. Except as otherwise expressly provided herein, all terms and conditions of the Original Contract shall remain in full force and effect. All capitalized terms used but not otherwise defined herein shall have the same meanings as are ascribed to them under the Original Contract. In the event of any inconsistency between this Amendment and the Original Contract, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment is hereby agreed to by IU13 and Contractor, effective as of , 8/23/16.

Contractor: Manheim Township School District

Lancaster-Lebanon Intermediate Unit 13:

Signature



Signature

Date

8/10/16

Date

**Exhibit B
Statement of Work
2016-2017**

SERVICES PROVIDED:

1. Manheim Township School District will provide meals for the following IU 13 locations:
 - a. **Fairland**, 8 Fairland Rd, Manheim, Pa 17545 (Meals delivered by IU 13)
 - b. **Community School West**, 1713 Newport Rd, Manheim, Pa 17545 (Meals delivered by IU 13)
 - c. **Valley Road Education Center**, 25 Valley Road, Lancaster, PA 17601
 - d. **School-to-Work (STW)** at Burle
 - e. **Community School Southeast**, at Burle
 - f. **Mulberry Street School**, 47 S. Mulberry Street, Lancaster, PA
 - g. **Project Search**, 554 N Duke Street, Lancaster, PA
2. All meals will meet or exceed requirements of the Traditional Lunch Meal Pattern.
3. Meals will be provided to IU 13 schools according to the approved IU 13 calendar.
4. Foods will be delivered hot at 135°F or hotter and cold at 41 °F or lower in insulated transport containers with the packing time and temperature marked on each container.
5. Manheim Township School District will provide a list of available ala Carte foods meeting current PDE Wellness Policy regulations and Healthy Hunger Free Kid Act's Smart Snacks guidelines.
6. A copy of the Manheim Township School District Wellness Policy will be provided to all IU 13 schools. Nutrition education materials for parents and teachers will be shared with IU 13 staff.
7. Manheim Township School District will supply IU 13 location with an electronic version of the menus and IU 13 will copy and distribute to students.
8. Manheim Township School District will provide meals through the Community Eligibility Provision (CEP). Per USDA this provision is in place for the current school year plus three (3) years. It provides a daily free breakfast and lunch to each student in lieu of a Free/Reduced Application.
 - a. Annual Verification of CEP will be completed by Manheim Township School District.
 - b. Manheim Township School District maintains and provides student meal database, updates roster, processes edit checks, produces monthly qualifying reports.
 - c. IU 13 will sell all meals in compliance with NSLP and NSBP regulations.
9. Manheim Township School District submits meal claims and retains all State and Federal reimbursements.

10. Manheim Township School District will maintain production records, nutrition analysis, HACCP Food Flow Process requirements, temperature report forms, required semi-annual health inspections and all reports/records in compliance with Federal and PDE guidelines (except for 12, 13 and 14 below).
11. Manheim Township School District will forward all NSF checks to the attention of Sabrina Lenz at IU 13's Business Office. IU 13 will be responsible for collection efforts regarding NSF checks.
12. IU 13 will collect the money from the students and provide paperwork to Manheim Township School District for verification. This paperwork will include these items that the Manheim Township School District will need to verify and sign off:
 - a. Number of meals ordered
 - b. Number of meals delivered
 - c. Cash enclosed to be given to Manheim Township School District
 - d. A register reflecting to which individual accounts cash should be credited.
13. IU13 will e-mail Manheim Township School District with a roster indicating exactly which students received meals at the point of service. Roster must be emailed day of service to accurately enter meals into POS system.
14. IU 13 will update the enrollment form indicating current and withdrawn students and e-mail to Amy Frey at the beginning of each month. IU13 will notify Amy Frey as soon as possible after a new student has enrolled.
15. IU 13 provides demonstrated training to their staff regarding proper meal Counting and Claiming following Offer vs Serve.
16. IU 13 verifies and demonstrates that their staff is monitoring proper meal service at the point of sale in compliance with all Federal and PDE regulations.
17. IU 13 conducts periodic on-site monitoring during service time to verify that procedures are being followed correctly, and IU 13 provides remediation if needed.
18. To be in compliance with PDE regulations one on-site monitoring must be conducted and documented prior to February 1, of each year.
19. Meals ordered by IU13 but not sold/served to students will be paid for by IU 13 at the full meal price.

COSTS:

1. If an IU13 school is not eligible for CEP, Manheim Township School District will invoice IU 13 on a monthly basis, showing the following items (a-e) after a reconciliation has been done by Manheim Township School District:
 - a. Meals delivered at prices stated here, (or current Manheim Township meal pricing), excluding the costs applicable to students covered under the Free and Reduced Lunch Program. All meals will be sold to IU 13 on a per-meal basis. Current meal prices are \$2.45 for lunch; \$.40 for reduced lunch; \$1.35 for breakfast; no charge for students eligible for reduced breakfast and \$3.40 for adult lunch. Ala Carte milk sold at \$.70 per carton
 - b. Delivery Personnel's time will be billed to IU 13 at a rate of \$15.42 or current rate as approved by both parties, which includes salary and benefits. Estimate of 4 hours per day.

- c. \$750.00 billed monthly as a surcharge August through June. Total yearly administrative fee is \$7,500.
 - d. Mileage will be billed to IU 13 and calculated at current IRS cost per mile showing location and mileage traveled.
 - e. Amount of money collected from IU 13 at each location
 - f. Reconcile and maintain balances by student.
- 2. Extra items will be sold to IU 13 at cost plus 15%. Pre-approval of the charge for these additional items will be made by the Program Supervisor (Heather Frey, Gina Guatta, Bonnie Rudi and/or Larry Locker).
 - 3. Transport equipment will be provided by Manheim Township School District from their current supply. Additional equipment needs will be a shared expense and negotiated as needed.