

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
TELECARE TRANSITIONS**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TELECARE TRANSITIONS, 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; and

WHEREAS, the parties entered into an Agreement 73300-05-C213 on March 1, 2005 for the purpose of Vocational Rehabilitation Services providing meal service for Telecare Transitions residents for the term of February 28, 2005 through March 1, 2007, with Telecare Transitions paying VRS for such service; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of Telecare's payments under the Agreement and to update the meal service rates for the second year of the Agreement.

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

1. Section 1: Services to be performed by County is hereby amended and restated in its entirety to read as follows:

In consideration of the payments hereinafter set forth, County shall perform services for Contractor in accordance with the terms, conditions and specifications set forth herein and in **Exhibit "A" revised 06/06** attached hereto . County and the Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

2. Section 3: Payments is hereby amended and restated in its entirety to read as follows:

In consideration of the services rendered in accordance with all terms, conditions

and specifications set forth herein and in **Exhibit "A" revised 06/06**, Contractor shall make payment to County in the manner specified herein and in **Exhibit "A" revised 06/06**. In the event that the Contractor makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the Contractor at the time of contract termination. In no event shall total payment for services under this Agreement exceed **Three Hundred Thousand Dollars, (\$300,000) for the term of this Agreement** unless negotiated and put in writing by form of an Amendment.

3. Section 10: Termination of Agreement is hereby amended and restated in its entirety to read as follows:

Termination of this Agreement, in whole or in part, by either party must be given in written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. Notwithstanding the foregoing, Contractor acknowledges and agrees that should it terminate this Agreement for any reason during the period from July 1, 2006 through March 1, 2007, Contractor shall pay the County the balance of the \$160,000 to be paid during said period.

4. Section 12: Non-Discrimination is hereby amended to add the following provision:

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.

5. Section 15: Merger Clause is hereby amended and restated in its entirety to read as follows:

This Agreement, including **Exhibit "A" revised 06/06** 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. 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 County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in **Exhibit "A" revised 06/06** attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the

Contractor's performance under this contract.

6. Exhibit A is hereby deleted and replaced by **Exhibit A revised 06/06**, which is attached hereto and incorporated by reference therein.
7. All other terms and conditions of the agreement dated March 1, 2005, between the County and Contractor shall remain in full force and effect.
8. This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First Amendment shall not be effective unless set forth in a writing executed by both parties.

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

TELECARE TRANSITIONS

Contractor's Signature

Date: _____

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Revised Exhibit "A" 06/06
Resolution Number _____

Agreement between the County of San Mateo and Telecare Transitions

I. Description of Services to be Performed by the County:

The County, through its Vocational Rehabilitation Program, shall provide food services and delivery services as follows:

- Prepare and deliver evening meals to the Telecare Transitions location at a time to be agreed upon by the County and Contractor;
- Provide the evening meals for a total of 5 days per week;
- Saturday and Sunday meals will be delivered on Saturday when requested;
- Any other related services agreed upon by the County and the Contractor as set forth in a writing signed by authorized representatives of the parties.

II. Contractor's Responsibilities:

The Contractor shall:

- Guarantee the Agreement through March 1, 2007, or pay the balance of the \$160,000 to be paid for the period from July 1, 2006 through March 1, 2007 as described herein and in section ten (10) of the Agreement;
- Notify County of weekly fluctuations to the number of meals. Payment for those meals is pursuant to the terms under Amount and Method of Payment.
- Pay all applicable taxes and any other fees associated with the services provided under this Agreement. Taxes are not included in the cost for services shown in Exhibit A, section IV.

III. Other Exhibits and Attachments:

Attachment I: Section 504 Compliance

Attachment J: Equal Benefits Compliance Declaration

IV. Amount and Method of Payment

The Contractor shall pay County based on the following:

- For the period of March 1, 2005 through June 30, 2006: The cost for the preparation and delivery of food is \$6.00 per meal for 26 or more meals; \$8.00 per meal for 25 or fewer meals. The parties acknowledge and agree that, pursuant to this payment structure, as of the date of the First Amendment to the Agreement, Contractor owed County the sum of \$140,000 for meals provided during the period from March 1, 2005 through June 30, 2006.
- For the period of July 1, 2006 through February 28, 2007 the cost for the preparation and delivery of food shall be \$6.25 per meal with a minimum of 30 meals ordered. When ordering 29 or fewer meals on or after July 1, 2006, each meal will be charged at \$8.25. Payment to the County for services under this Agreement during the period from July 1, 2006 through February 28, 2007, shall not exceed \$160,000 unless agreed upon by both parties and in the form of a written Amendment to this Agreement.
- Number of meals will be based upon a weekly order placed by the Contractor.
- Contractor shall pay County monthly upon receipt of invoice.
- Payment to the County for all services under this Agreement shall not exceed \$300,000 for the term of the Agreement unless agreed upon by both parties and in the form of a written Amendment to this Agreement.

Revised 6/03

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

_____ Contractor's Signature	_____ Date	_____ Contractor's Name (Please Print)	_____ Date
_____ Department or Division Head	_____ Date	_____ Department or Division Head Name (Please Print)	_____ Date
_____ Purchasing Agent, County of San Mateo	_____ Date		_____ Budget Unit