

**AMENDMENT ONE TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
TELCOR, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Telcor, Inc., 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, the parties entered into an Agreement for the purpose of providing laboratory billing computer software system and software maintenance services to the Public Health Lab; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$68,000 from \$262,284 for a new maximum of \$330,284 and extend the term through April 30, 2012.

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

1. **Paragraph 3 is hereby deleted in its entirety and replaced with the following:**

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 work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed THREE HUNDRED THIRTY THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS (\$330,284).

2. **Paragraph 4 is hereby deleted in its entirety and replaced with the following:**

4. **Term and Termination**

Subject to compliance with all terms and conditions, the term of this agreement shall be from May 1, 2006 through April 30, 2012.

This Agreement may be terminated by Contractor, the Health Department Director 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.

**3. Paragraph 10 is hereby deleted in its entirety and replaced with the following:**

**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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," 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. 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. 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.

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

**4. Exhibit B of the original Agreement is deleted in it's entirety and replaced**

with the version of Exhibit B that is attached.

5. All other terms and conditions of the agreement dated May 23, 2006, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Telcor Inc.

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

**EXHIBIT B – PAYMENTS AND RATES**  
**AGREEMENT BETWEEN COUNTY OF SAN MATEO**  
**AND TELCOR, INC.**

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*In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:*

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**1. SCHEDULE OF CHARGES.**

County shall make payment to Contractor based on the rates and in the manner specified below. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED THIRTY THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS (\$330,284). Contractor shall be paid based on invoices submitted at the milestones for items 1.1 through 1.3 and monthly for items 1.4 through 1.7. County will be considered delinquent if payment is not received within 60 days of receipt of invoice. All amounts unpaid for more than sixty (60) days are subject to an interest charge of 18% per annum, not to exceed the highest rate allowed by law. County shall be responsible for all cost of collection of unpaid invoices.

**The purchase price of \$165,607 will be paid as listed below in sections 1.1 – 1.3:**

**1.1 MILESTONE 1: CONTRACT EXECUTION (\$56,306.38)**

34% (\$56,306.38) of purchase price upon full execution of agreement.

**1.2 MILESTONE 2: SOFTWARE DELIVERY (\$54,650.31)**

33% (\$54,650.31) of purchase price upon County's acceptance of software delivery.

**1.3 MILESTONE 3: FIRST PRODUCTIVE USE (\$54,650.31)**

33% (\$54,650.31) of purchase price upon First Productive Use as defined in Exhibit A.

**1.4 ANNUAL PRODUCT SUPPORT FOR YEARS 2006-09 (BILLED MONTHLY IN ADVANCE) (\$56,070)**

Monthly support will be invoiced at a rate of ONE THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS (\$1,869) upon First Productive Use as defined in Exhibit A. Support may be invoiced for a maximum of thirty months for the term May 1, 2006 through April 30, 2009.

**1.5 ANNUAL PRODUCT SUPPORT FOR YEARS 2009-12 (BILLED MONTHLY IN ADVANCE (Maximum \$68,000)**

For the period May 1, 2009 through April 30, 2010, monthly support will be

invoiced at a rate of ONE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND FIFTY CENTS (1,795.50) per month for a twelve month total of TWENTY-ONE THOUSAND FIVE HUNDRED FORTY-SIX (\$21,546). For the periods May 1, 2010 through April 30, 2011, and May 1, 2011 through April 30, 2012, monthly support rates will be adjusted based on the prior December's Consumer Price Index, All Urban (CPI-U), December to December percentage change. Support may be invoiced for a maximum of thirty-six months for the term May 1, 2009 through April 30, 2012.

1.6 TRAVEL EXPENSE GUIDELINES (\$13,000)

All travel must be pre-approved by County, and in any event, shall not exceed THIRTEEN THOUSAND DOLLARS (\$13,000) for the contract term.

Contractor will use the following general guidelines when arranging travel:

- a) Airfare – Coach Fare only
- b) Rental Car – Compact or midsize depending upon number of Contractor personnel traveling
- c) Hotel – Holiday Inn or equivalent
- d) Meals – FIFTY DOLLARS (\$50) per person, per day

1.7 ADDITIONAL GOODS AND SERVICES (\$27,607)

All additional goods and services must be pre-approved by County and in any event, shall not exceed TWENTY SEVEN THOUSAND SIX HUNDRED SEVEN DOLLARS (\$27,607) for the contract term. Rates for these services are as follows:

- a) Hardware installation and support, training, and additional Form Customizations: ONE HUNDRED THIRTY SIX DOLLARS (\$136) per hour.
- b) Customer programming is calculated at the following consulting rates:
  - i. Technical Support - \$150 Per Hour
  - ii. Senior Technical Consultant - \$172 Per Hour
  - iii. Director, Technical Consultant - \$200 Per Hour
  - iv. Clinical Consultant - \$172 Per Hour
  - v. Senior Clinical Consultant \$200 Per Hour
  - vi. Principal Consultant - \$222 Per Hour
  - vii. OIS Standard Support Agreement Non-Warranty Support - \$136 Per Hour
  - viii. OIS Standard No-Support Agreement Non-Warranty Support - \$163 Per Hour
- c) Current pricing (as of February 2, 2006) will be honored for the following products if purchased within 36 months of full execution of Agreement.
  - i. Quick-Req® Administrator License & Implementation
  - ii. Quick-Req® License
  - iii. OIS Interface Manager and Implementation

- iv. Quick-Scan® or Quick-Order License & Implementation Interface for Fax Server (Client is responsible to provide the fax server)
- v. Set-up for TELCOR Hosted Quick-Web™ Server Data Center
- vii. Associated Maintenance Costs
- viii. Quick-Net, and Quick-Web Usage