

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Telecare Transitions**

THIS REVENUE AGREEMENT, entered into this ____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
Telecare Transitions, hereinafter called "Telecare";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that the County's Catering Connection be engaged by Telecare for the purpose of catering evening meals to Telecare's residents at the Veteran's Affairs location in Menlo Park.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Services

Exhibit B – Payments and rates

2. Services to be performed by County

In consideration of the payments set forth herein and in Exhibit "B," County shall perform services for Telecare in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by County in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," Telecare shall make payment to County based on the rates and in the manner specified in Exhibit "B." In no event shall Telecare's total fiscal obligation under this Agreement exceed **three hundred thousand dollars (\$300,000)** unless agreed upon by both parties in the form of an amendment to this Agreement.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **March 1, 2010 through February 28, 2013**.

Telecare shall guarantee the contract for a period of one year or pay a service fee equal to the amount that the County would receive in the first year of the Agreement unless County services become unavailable due to the termination of the County's program. After the first year, either party may terminate the Agreement at any time with thirty (30) days written notice.

5. Relationship of Parties

County agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of Telecare and that the County acquires none of the rights, privileges, powers, or advantages of Telecare employees.

6. Mutual Indemnification

Telecare shall indemnify and save harmless County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Telecare, its officers, agents, employees and/or servants.

County shall indemnify and save harmless Telecare, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by County, its officers, agents, employees and/or servants.

7. Assignability and Subcontracting

County shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Telecare under this Agreement without the prior written consent of Telecare. Any such assignment or subcontract without Telecare's prior written consent shall give Telecare the right to automatically and immediately terminate this Agreement.

8. Compliance with laws; payment of Permits/Licenses

All services to be performed by County pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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.

County will timely and accurately complete, sign, and submit all necessary documentation of compliance.

9. Merger Clause

This Agreement, including the Exhibits 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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 parties.

10. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

11. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Carmen O'Keefe
550 Quarry Road
San Carlos, CA 94070

In the case of Telecare, to:

Kevin D. Jones
795 Willow Road, Bldg 323 – A
Menlo Park, CA 94025

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

Telecare Transitions

Title:

Date: _____

Exhibit A

Description of Services County of San Mateo and Telecare Transitions March 1, 2010 to February 28, 2013

In consideration of the payments set forth in Exhibit "B", County shall provide the following services.

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 five days per week to the Telecare Transitions location at a time to be agreed upon by the County and Telecare;
- Any other related services agreed upon by the County and Telecare as set forth in writing and signed by authorized representatives of the parties.

Exhibit B

Rates and Payments County of San Mateo and Telecare Transitions March 1, 2010 to February 28, 2013

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

- Telecare shall guarantee the Agreement for the first year of the Agreement as described herein and in section four (4) of the Agreement.
- The cost to Telecare for the preparation and delivery of food shall be \$6.75 per meal with a minimum of 25 meals ordered. When ordering 24 or fewer meals, each meal will be charged at \$8.50. Taxes and any other associated fees will be added to those charges at the time of invoice. Taxes are subject to change.
- Number of meals will be based upon a weekly order placed by Telecare.
- Telecare will notify County of weekly fluctuations to the number of meals.
- Telecare 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.

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title