

**AMENDMENT NO. 4 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
UltraEx**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and UltraEx 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 transportation services on January 6, 2009; and

WHEREAS, the Agreement was subsequently amended on January 20, 2010, to extend the term of the Agreement and replace Exhibits A and B; on February 26, 2010, to replace Exhibit B; and on June 8, 2010, to increase the amount of this Agreement to cover two new components that were added to the routine driving schedule; and

WHEREAS, the parties now wish to amend the Agreement by increasing the maximum amount of the Agreement by \$700,000 for a new not to exceed amount of \$1,740,670 and replacing Exhibits A and B in their entirety.

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

1. **Paragraph 3. Payments, is amended to read as follows**

**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 the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION SEVEN HUNDRED FORTY THOUSAND SIX HUNDRED SEVENTY DOLLARS (\$1,740,670).

2. Exhibits A and B are replaced with the revised attached Exhibits A (Exhibit A Rev 10/05/2010) and B (Exhibit B Rev 10/05/2010) in their entirety.
3. **All other terms and conditions of the Agreement dated January 6, 2009, including any subsequent Amendments, 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

UltraEx

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

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

## Exhibit "A"

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

1. The Contractor shall provide transportation services for the Meals-on-Wheels Program, five days a week (Monday-Friday). There are 10 routes: 5 morning routes and 5 afternoon routes. The contractor will provide vehicles and drivers to achieve these routes.
2. The Contractor shall provide back up transportation service for the delivery of non-patient San Mateo Medical Center (SMMC) business as needed.
3. Contractor shall provide transportation of pharmacy items from SMMC to BLTC as scheduled.
4. Contractor will also pick up and deliver supplies as needed at SMMC, its clinics, and BLTC.
5. The Contractor will pickup patient cash co-pays collected by Accounts Payable at SMMC and take them to the Controller's office daily.
6. The Contractor will pickup patient cash co-pays collected by Accounts Payable at the Coastside Location and deliver them to Controller's office daily.
7. The Contractor will pick-up bi-weekly payroll checks from Controllers office and deliver them to SMMC.

Exhibit A Rev 10/05/2010

Exhibit "B"	
In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:	
Driver per hour	\$32.50
<b>SC:</b> Fuel Surcharge (15%) not to exceed	\$200,000/ contract term
<b>WA:</b> additional weight	59 lbs included in rate, additional \$0.10 per pound thereafter
<b>W1:</b> wait time at point of pick up – 8 min grace period	\$10.00 each 15 minute increment
<b>W2:</b> Waiting time at destination – 8 min grace period	\$10.00 each 15 minute increment
<b>NOW</b>	Fixed rate based on city destination 2 hour delivery time within 30 miles 3 hours delivery time within 31 to 61 miles.
<b>EXPRS:</b> Express	Fixed rate based on city destination Within 4 hours delivery time up to 60 miles Within 5 hours delivery time within 61 to 150 miles.
<b>SMDY:</b> Same day	Fixed rate based on city destination. Called in and ready by 11:00AM, delivered by 5:00 PM, Mons=day through Friday only
<b>OVN:</b> Overnight	Fixed rate based on city destination. Call and ready by 1:00 PM, delivered by 10:30 AM next business day, Monday through Friday only
<b>FL:</b> Miscellaneous	Fixed rate based on city destination. Residential fee applies to ON DEMAND orders only
<b>BT:</b> Bridge Toll	Fixed rate based on current tolls
After Hours	Percentage of rate cost
<b>EXC:</b> Direct Services	Percentage, add 50% to the NOWE service charge
<b>Pharmacy to BLTC</b> 11 AM, Monday through Friday, 2 hour turn around.	\$36.75
<b>Pharmacy to BLTC</b> 7 PM, Monday through Friday, 2 hour turn around.	\$56.96
<b>Pharmacy to BLTC</b> 5 PM, Saturday and Sunday, 2 hour turn around.	\$56.96
<b>Pharmacy to BLTC</b> STAT Rates 11 AM Monday – Friday 7 PM, Monday – Friday 5 PM Saturday, Sunday	\$55.13 \$85.45 \$85.45
Exhibit B Rev 10/05/2010	