

**AMENDMENT TWO TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CAPITAL TRANSIT**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Capital Transit, 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 providing transportation services for San Mateo County Health; and

WHEREAS, the parties wish to amend the Agreement to update Exhibit B and extend the contract to 12/31/2023.

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

1. Section 2, Paragraph 1 of the agreement is amended to read as follows: In consideration of the payments set forth in this Agreement and in Exhibit B (rev. 10/22/2021), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.
2. Section 3, Paragraph 1 of the agreement is amended to read as follows: In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A , County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (rev. 10/22/2021). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Exhibit B is replaced with Exhibit B (rev. 10/22/2021).
4. **All other terms and conditions of the agreement dated 1/19/2021, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Capital Transit

DocuSigned by:
Shiraz Mir
E10F9CD93F894A3...

11/4/2021

Shiraz Mir

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit B**(Rev. 10/22/2021)**

In consideration of the services provided by Contractor described in Revised Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

I. AMOUNT AND METHOD OF PAYMENT FOR PARATRANSIT SERVICES

- A. In consideration of the paratransit services provided by Contractor pursuant to Section I, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

In County		
Flat Rate	\$153	per round trip
Wait Time	\$50	per hour if needed (includes time to move clients' personal belongings, if needed)
Additional Aide	\$41	per hour if needed

Out of County		
Flat Rate	\$76	per one way trip
Flat Rate	\$153	per round trip
Out of County Mile (with passenger)	\$2.50	per mile with passenger, out of County, multiple location pick up/drop off
Out of County Mile (without passenger)	\$1.25	per mile without passenger, out of County, before picking up passenger or after dropping off passenger
Wait Time	\$50	per hour if needed (includes time to move clients' personal belongings, if needed)
Additional Aide	\$41	per hour if needed

Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month.

B. Price Adjustment

The County will review and adjust rates on an annual basis. The rates will be adjusted annually in an amount equal to the Consumer Price Index-all urban consumers (CPI-U) for the geographic region encompassing San Mateo County (currently the San Francisco-Oakland-San Jose region), 12 – month percentage change, published by the US Bureau of Labor Statistics (BLS) effective on the first day of each fiscal year. The applicable CPI-U shall be rounded to the nearest tenth of one percent, and if there is no increase, or the rounded increase is zero, there will be no increase to the rates.

C. Payment Penalty

Payment penalties that are incurred by Contractor, as described in Paragraphs

I.A.c.ii. and I.B.2. of Revised Exhibit A, shall be reimbursed to the County through reductions in subsequent payment of invoices.

II. AMOUNT AND METHOD OF PAYMENT FOR TAXISERVICES

- A. In consideration of the taxi services provided by Contractor pursuant to Revised Exhibit A Section II, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:
- B. The following rates are for services provided throughout San Mateo County.

Taxi: Countywide

- i. Rates shall be based on distance to be traveled from pickup to destination, meter reading, and each city's approved meter rates for transportation services
- ii. \$3.20 flag drop (1st 1/10 of a mile)
- iii. \$0.31 each 1/10 of a mile thereafter
- iv. \$100.00 maximum one-way limit per voucher

III. Departments and Payment Information:

The invoice shall include a summary of services and charges for the month of service:

- A. Aging and Adult Services (AAS)
 - i. AAS shall be obligated to pay the Contractor in an amount not to exceed FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000) for the term of this Agreement.
 - ii. Invoices and copies of fully completed AAS vouchers shall be sent to: Aging and Adult Services; ATTN: AAS-AFSU (Budget Accounting); PO Box 5892, San Mateo, CA 94402; Email for invoice E-submission: HS_AAS_AP@smcgov.org
- B. Behavioral Health and Recovery Services (BHRS)
 - i. BHRS shall be obligated to pay the Contractor in an amount not to exceed ONE HUNDRED AND SIXTY TWO THOUSAND DOLLARS (\$162,000) for the term of this Agreement.
 - ii. Invoices and copies of fully completed BHRS vouchers shall be sent to: Behavioral Health and Recovery Services; ATTN: Accounting/ Rick Stelmack; 2000 Alameda de Las Pulgas, San Mateo, CA 94403; Email for invoice E-submission: rstelmack@smcgov.org
- C. Family Health Services (FHS)
 - i. BHRS shall be obligated to pay the Contractor in an amount not to exceed TWENTY SEVEN THOUSAND DOLLARS (\$27,000) for the term of this Agreement.
 - ii. Invoices and copies of fully completed FHS vouchers shall be sent to: Family Health Services; Accounting; 2000 Alameda de las Pulgas, Suite 230, San Mateo, CA 94403; Email for invoice E-submission:

Diana Lao at dlao@smcgov.org;

- D. Correctional Health Services (CHS)
 - i. CHS shall be obligated to pay the Contractor in an amount not to exceed FORTY FIVE THOUSAND DOLLARS (\$45,000) for the term of this Agreement.
 - ii. Invoices and copies of fully completed CHS vouchers shall be sent to: rkapadia@smcgov.org and Ichua@smcgov.org for E-submission (Preferred method) or as an alternative send to Correctional Health Services ATTN: Accounting; 300 Bradford Street, 2nd Floor Redwood City, CA 94603
- E. San Mateo Medical Center (SMMC)
 - i. SMMC shall be obligated to pay the Contractor in an amount not to exceed TWO HUNDRED AND SIXTEEN THOUSAND DOLLARS (\$216,000) for the term of the Agreement.
 - ii. Invoices and copies of fully completed SMMC vouchers shall be sent to: San Mateo Medical Center; ATTN: Accounts Payable; SMMC-Accounts- Payable@smcgov.org; or 222 W 39th Avenue San Mateo, CA 94403
- IV. Contractor shall not charge the Program Clients for services rendered to them; the compensation to be paid to Contractor by San Mateo County under this Agreement shall be the Contractor's total compensation for such services.
- V. The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to the policies, guidelines, and requirements of AAS, BHRS, FHS, CHS, and SMMC. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion, provided that Contractor coordinates with County departments as needed.
- VI. Method of Payment and Invoicing: Contractor shall submit monthly invoices for services performed provided by the fifteenth (15th) day following the end of the invoiced month with the exception of the June invoice which must be received by the first Monday in July or before the July 4th Holiday, whichever is earliest. Invoices will list details of the services provided.
- VII. Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.