

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ULTRAEX, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ULTRAEX, 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, on March 30, 2012, the parties entered into an agreement for the term of April 1, 2012 to March 31, 2013, under which Contractor would provide the San Mateo Medical Center (SMMC) with courier and transportation services including deliveries for the "Meals on Wheels" program, transportation of laboratory specimens and patient cash deposits, and other deliveries as needed, with a maximum amount payable thereunder of \$266,000; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable thereunder by \$166,000 to \$266,000.

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

1. Paragraph 2. Contract Term

2. **Contract Term** The term of this Agreement shall be from April 1, 2012 to November 30, 2012, unless terminated earlier by the County.

2. Paragraph 3 of the Agreement is amended to read as follows:

3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "B". 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. 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 total payment for services

3. The current Exhibit A to the Agreement is deleted and replaced in its entirety with the attached revised Exhibit A (Rev. 09/17/12) and Exhibit B (Rev. 09/17/12), which are incorporated by reference into the Agreement as if fully set forth therein.
4. **All other terms and conditions of the Agreement dated March 30, 2012, 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, Inc.


Contractor's Signature

Date: 9/19/2012

Exhibit "A"

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

1. Contractor shall provide transportation services for the Meals-on-Wheels Program, one day a week. There are 5 delivery routes: Contractor will provide vehicles and drivers to accomplish each of these routes.
2. Contractor shall provide back-up transportation services 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 Burlingame Long Term Care (BLTC) as scheduled.
4. Contractor will also pick up and deliver supplies from and to SMMC, its clinics, and BLTC as needed.
5. Contractor will provide daily transportation of patient cash co-pays from SMMC's Accounts Payable departments in San Mateo and the Coastside location to the San Mateo County Controller's office.

Exhibit A Rev 09/17/12

Exhibit "B"

County will pay Contractor for services provided pursuant to the Agreement and Exhibit A in accordance with the following fee schedule:

Driver per hour	\$32.50
SC: Fuel Surcharge (20%) not to exceed	\$53,200.00/contract term
WA: additional weight	\$0.10 per pound after 50 pounds
W1: wait time at point of pick up – 8 min grace period	\$10.00 per each 15-minute increment
W2: Waiting time at destination	\$10.00 per each 15-minute increment
NOW (Fixed Rate)	Fixed rate based on city destination 2 hours delivery time within 30-miles 3 hours delivery time 31-60 miles
EXPRS: Express (Fixed Rate)	Fixed rate based on city destination Within 4 hours delivery time up to 60 miles Within 5 hours delivery time 61-150 miles
SMDY: Same day (Fixed Rate)	Fixed rate based on city destination Call in and ready by 11:00 AM, delivered by 5:00 PM same day. Monday through Friday only, Holidays excluded
OVN: Overnight (Fixed Rate)	Fixed rate based on city destination Call in and ready by 1:00 PM for a delivery the next business day by 10:30 am, Monday through Friday only, Holidays excluded
FL: Miscellaneous (On Demand)	Fixed rate based on city destination Residential fee applies to "on-demand" shipments only
BT: Bridge Toll	\$5.00 (based on current tolls)
After Hours	Percentage of rate cost
EXC: Direct Services	Percentage, add 50% to the Now service rate (on-demand orders only)
Burlingame Long Term Care (BLTC) 11 AM, Monday through Friday, 2 hour turn-around.	\$36.75
Pharmacy to BLTC 7 PM, Monday through Friday, 2 hour turn around.	\$56.96
Pharmacy to BLTC 5 PM, Saturday and Sunday, 2 hour turn around.	\$56.96

Pharmacy to BLTC STAT Rates	
11 AM Monday – Friday	\$55.13
7 PM, Monday – Friday	\$85.45
5 PM Saturday, Sunday	\$85.45
Coastside Cline	\$64.97
Specimen pick-up	
4 PM Saturday	
Meals On Wheels	\$32.50 Per Hour
One Day Per Week	

- B. Contractor will provide monthly invoices to County for services rendered. Invoices must be Approved by the Director of Materials Management and Contracting or his/her designee. Approved invoices will be paid within 30 days of receipt.

Exhibit B Rev 09/17/12