

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
TELECARE CORPORATION**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Telecare Corporation, 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 July 26, 2011, under Resolution 071555, this Board approved an Agreement with Telecare Corporation for the provision of inpatient and residential psychiatric treatment services at the Cordilleras Mental Health Center; residential care services for non-adherent tuberculosis patients under the State/Local Program for Regional Civil Detention of Persistently Non-Adherent Tuberculosis; and provision of additional bed-capacity for conserved clients of Aging and Adult Services (AAS) at the Garfield Neurobehavioral Center under the Public Guardian program for the period July 1, 2011 through June 30, 2012 for a maximum obligation of \$7,597,582; and

WHEREAS, on July 26, 2011, this Board also authorized the Chief of the Health System or designee to execute contract amendments with modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, on February 17, 2012, the Chief of the Health System approved a First Amendment to the Agreement to add language to Exhibit A - Scope of Services to include one-to-one services to AAS' conserved clients and to designate a fee for these services in Exhibit B - Payments and Rates. There was no change to the Agreement maximum or term; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement a second time to add funding for the purchase and installation of a Video Monitoring System for the Cordilleras Mental Health Center, increasing the maximum obligation by \$37,000 to \$7,634,582 with no change to the Agreement term.

NOW, THEREFORE, the Original Agreement is hereby amended as follows:

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A2, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2. 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 SEVEN MILLION SIX HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-TWO (\$7,634,582).

2. Exhibit A is hereby deleted and replaced with the Exhibit A2 attached hereto.
3. Exhibit B is hereby deleted and replaced with the Exhibit B2 attached hereto.
4. Exhibit D is hereby deleted and replaced with the Exhibit D2 attached hereto.
5. Exhibit E is hereby deleted and replaced with the Exhibit E2 attached hereto.
6. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

Signature page follows

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 CORPORATION

Contractor's Signature

Date: _____