

# ORIGINAL

## COUNTY OF EL DORADO FACILITY USE AGREEMENT #277-O1511 AMENDMENT I

This Amendment I to that Facility Use Agreement #277-O1511 is made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "County," and **TELECARE CORPORATION**, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1080 Marina Village Parkway, Alameda, CA 94501, and whose Agent for Service of Process is Marshall Langfeld, 1080 Marina Village Parkway, Alameda, CA 94501, hereinafter called "Telecare."

### RECITALS

**WHEREAS**, Telecare has been engaged by County to operate the County's Psychiatric Health Facility (PHF), in accordance with Facility Use Agreement #277-O1511 (Agreement), dated November 4, 2014, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to allow Telecare the use of the County's existing equipment and furniture contained within the PHF facility, thereby amending Section 4 "Use of Premises."

**NOW, THEREFORE**, the parties do hereby agree that Facilities Use Agreement #277-O1511 shall be amended a first time as follows:

**Section 4** is amended in its entirety to read as follows:

#### **4. USE OF PREMISES, EXISTING EQUIPMENT, AND FURNITURE**

The Premises shall not be rented to or used by persons or organizations other than Telecare, except where such use by the non-Telecare entity or person is in conjunction with and related to a Telecare activity or event as approved or scheduled by the County Facility Manager. Any and all uses other than those specifically provided in this Agreement, including but not limited to advertising, fund raising, or showcasing are prohibited, in light of the County's assumption of responsibility for maintenance of the Premises and payment of utility costs.

Telecare may use existing County equipment and furniture currently contained on the Premises. The provision of this equipment and furniture shall be "as is." The County does not warrant its condition or its suitability for the purposes Telecare intends. County shall not be responsible for normal, routine, emergency, or on-going maintenance, repair, or replacement of said equipment or furniture. The purchase or lease of any new or replacement equipment or furniture shall be the sole responsibility of and expense of Telecare. Telecare shall not make or permit any other person to add any equipment to the Premises without the written consent of the County Facility Manager.

Except as herein amended, all other parts and sections of that Facilities Use Agreement 277-O1511 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to that Facilities Use Agreement 277-O1511 on the day and year first below written.

**TELECARE CORPORATION**

12-22-14  
Dated: \_\_\_\_\_  
[Signature]  
Faith Richie, Senior Vice President for  
Development, Telecare Corporation

12/18/14  
Dated: \_\_\_\_\_  
[Signature]  
Marshall Langfeld, Senior Vice President and  
Chief Financial Officer, Telecare Corporation

**COUNTY OF EL DORADO**

1-6-15  
Dated: \_\_\_\_\_  
[Signature]  
Brian K. Veerkamp, Chair  
Board of Supervisors

**ATTEST:**

James Mitrison, Clerk of the Board of Supervisors

By: [Signature]  
Deputy Clerk

Dated: 1-6-15