

Amendment Number Five

WHEREAS, A'viands, LLC ("Contractor") and Milwaukee County Department of Health and Human Services, Behavioral Health Division ("County") are parties to an Agreement dated the 15th day of May, 2009 for the provision of dining services by Contractor to the County ("Contract"); and

WHEREAS, the parties desire to amend said Agreement under the terms and conditions contained herein.

NOW, THEREFORE, the Agreement is amended as follows:

1. AGREEMENT IN GENERAL. The Contract shall be extended through December 31, 2014.
2. The pricing for meals served through December 31, 2014 shall be in accordance with the attached schedule titled Pricing Schedule. The rate per day for the Behavioral Health Division Hospital Long Term Care units shall be based upon the census count, as determined by the MOTH report. For all other units, the Avatar report shall be used. The final report shall be run no sooner than the 5th of the following month. The BHD Dietician Supervision and A'viands Manager shall agree on the total census. In the event of any change in this manner and method, the parties hereto agree to negotiate in good faith a comparable rate structure for the new manner and method. In the event there is a unit closed, the minimums and rates shall be adjusted as provided in the Pricing Schedule. In the event there is other substantial change in programs, the parties agree to negotiate, in good faith, a revised pricing structure.
3. County will pay A'viands \$7,733 per month as additional consideration for additional supply expenses incurred by A'viands.
4. County will pay all utilities (Food Service Building only), pest control and cleaning bills related to the tray line and Food Service Building. Contractor will reimburse County for these services annually for the total amount of the bills unless otherwise agreed to. Effective April 1, 2013, A'viands will pay for repairs to the equipment in the new kitchenettes. At the end of each calendar year, A'viands will submit a report detailing such expenses. The expenses will be split on a 50/50 basis and such split shall be accounted for by a reduction in the reimbursement to the County for the utility bills.

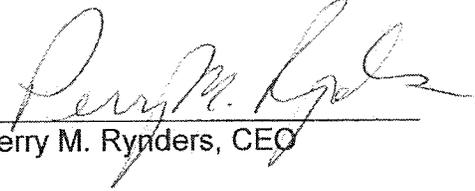
IN WITNESS WHEREOF, the parties to the Agreement caused this instrument to be executed by their respective proper officers.

FOR MILWAUKEE COUNTY



Héctor Colón, Director
Department of Health and Human Services

FOR A'VIANDS, LLC



Perry M. Rynders, CEO

4/2/13
Date

3/29/13
Date

Pricing Schedule - Effective April 1, 2013 through December 31, 2014

Behavioral Health Division Hospital

Rate will be based upon a rate per day based on the average daily census for the month

Average Census	2013	2014
202 and over	\$8,448/day	\$8,617/day
201 – 179	\$8,271/day	\$8,436/day
178 - 159	\$7,831/day	\$7,988/day
158 and below	TBN*	
 Day Treatment Program	 \$14.06/meal	 \$14.34/meal

Milwaukee County Department on Aging Meals on Wheels and Senior Meal Program Pricing

Senior Meal (Congregate) Per Meal Price	From 4/1/2013 – 12/31/2014: \$4.79
 Home Delivered Per Meal Price	 From 4/1/2013 – 12/31/2014: \$4.79
 Frozen Meals Per Meal Price	 From 4/1/2013 – 12/31/2014: \$4.44
 Evening Bag Per Meal Price	 From 4/1/2013 – 12/31/2014: \$4.44
 Soup Charge:	 \$0.37 per serving
Ensure:	\$1.00 per serving
Ice Cream (when in addition to 1 regular dessert)	\$0.28 per serving

Children's Court Center

Meal Count Range

<u>From</u>	<u>To</u>	<u>2013 Price</u>	<u>2014 Price</u>
Under 60	N/A	TBN*	TBN*
60	85	\$ 9.10	\$ 9.28
86	109	\$ 7.44	\$ 7.58
110	134	\$ 5.77	\$ 5.88
135	159	\$ 5.23	\$ 5.33
160	Or more	\$ 4.68	\$ 4.77

*TBN - To be negotiated

The above pricing does not include any supplements, floor stocks, thickened liquids or nourishments costs. Those items will be separately tracked and paid for directly by the County or, where necessary, paid for by the Contractor and billed back to the County in addition to the above pricing. In addition, any specifically requested food or supply items, as well as any catering, will also be separately tracked and, if paid for by the Contractor, billed back to the County in addition to the above.

The parties understand that due to the nature of the "cook-chill" production system, meals are often prepared well in advance of the actual meal service time and date. Consequently, in order to assure that

an adequate number of meals are prepared for each meal period Contractor may prepare more meals than may actually be served at the meal period. County agrees to pay Contractor for actual meals prepared so long as this does not exceed the actual census or meals served (whichever is greater) by the following:

Behavioral Health Division Hospital	8%
Milwaukee County Department on Aging Meals on Wheels	3%
Milwaukee County Department on Aging Senior Meals Program	4%
Children's Court Center	8%