

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
VOYCE, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Voyce, 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, the parties entered into an Agreement for video interpretation services on June 8, 2021 for the term of July 1, 2021 through June 30, 2026, in an amount not to exceed \$4,900,000; and

WHEREAS, the parties wish to amend the Agreement to amend Section 9 (Assignability and Subcontracting), add EPIC EHR integration services, and increase the amount of the agreement by \$4,900,000, to an amount not to exceed \$9,800,000.

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

1. Original Exhibit A and Exhibit B are replaced with Revised Exhibit A (rev.12/3/24) and Revised Exhibit B (rev. 12/3/24) respectively, copies of which are attached hereto and incorporated into the Agreement by this reference.
2. Parties hereby amend and restate Section 9 (Assignability and Subcontracting) of the Agreement to read as follows:

County hereby acknowledges and consents that the nature of the Services provided under the Agreement requires Contractor to utilize a global network of interpreters. Contractor shall (i) ensure that the PHI resides at all times on servers located in the United States, (ii) not be recorded offshore, and (iii) provide a secure connection to interpreters outside jurisdiction of the United States.

3. Section 3, Payments of the agreement is amended to read as follows:

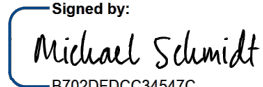
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County may withhold payment only for the portion of work that is determined, in good faith and with reasonable justification, to be non-compliant with the agreed-upon specifications or quality standards as outlined in this Agreement. The County shall provide the Contractor with written notice specifying the deficiencies and allow the Contractor a reasonable period of fifteen (15) days to cure such deficiencies. Payment for satisfactorily completed work shall not be withheld, delayed, or conditioned on unrelated matters. In no event shall County's total fiscal obligation under this Agreement exceed NINE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$9,800,000). 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. All invoices must be approved by the Manager of Office of Diversity, Equity & Inclusion or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

- 4. All other terms and conditions of the agreement, 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: Voyce, Inc.

<div>Signed by:  B702DFDCC34547C...</div>	2/22/2025 10:11 AM PST	Michael Schmidt
Contractor Signature	Date	Contractor Name (please print) Michael Schmidt

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit A

(rev. 12/3/24)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services: Contractor will provide high quality phone and video interpretation services for American Sign Language (ASL) and other languages between SMC Health employees, patients, and qualified interpreters via a secure two-way connection to a video and phone interpreter 24 hours per day, 7 days per week, including holidays and 24/7 on-call IT support. (Appendix A for list of languages)

Contractor interpreters will have capability of joining SMC Health's video/web conference platform on the following:

1. Doxy.me, now currently live
2. Zoom (when it is launched in second quarter 2021)
3. Microsoft Teams (still in development phase)
4. Via browser-based video conferencing (desktop, laptop, etc.)
5. Via app on mobile devices (Android, iOS iPhone, etc.)
6. Epic EHR via API connection to Voyce on-demand medical interpreter platform and app

SMMC's staffed interpreter/s will have the capability to join the Contractor network of video and audio interpreters. SMMC staffed interpreters will only provide services to SMMC staff, employees and providers.

Contractor(s) will collect and make monthly data available to SMC Health by video and phone interpretation service:

1. Date
2. Initiation time
3. Length of session (minutes)
4. Cost per session
5. Department & specific location
6. Language requested

Contractor will offer the ability to access video and audio interpreter via multiple pathways:

1. Audio only interpreters via standard telephone lines (including cell phones)
 - a. Contractor will provide SMC Health with a toll-free dedicated phone number. Information that will be collected from SMC Health requestor will include specific department code, language requested and patient MRN
2. Vendor supplied or County purchased tablets on carts with an app for video and audio interpreters:
 - a. Information that will be collected via the app, from SMC Health requestor will include audio or video session, language requested and patient MRN
3. County supplied laptops populated with a customized SMC Health link for video and audio interpreters:
 - a. Contractor will provide SMC Health with a SMC Health universal link with specific Department codes. Information that will be collected from SMC Health requestor will include audio or video session, language requested and patient MRN
4. Video and audio interpreters via doxy.me - Information that will be collected from SMC Health requestor will include specific department code, language requested and patient MRN
5. Scheduled video and audio interpretations – Scheduled interpretations may only be requested by a limited number of specified SMC Health users including but not limited to the SMMC Language Services department. Information that will be collected from SMC Health requestor will include language requested, department code, audio or video session, time and duration (patient MRN?)

Contractor shall provide technical project integration with the Epic EHR platform and application.

Revised Exhibit B

(rev. 12/3/24)

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

On Demand Remote Interpretation Service Fees:

On Demand Audio (Int'l)	English <-> All Spoken Languages	\$0.75 per minute
On Demand Video (Int'l)	English <-> All Spoken Languages	\$0.80 per minute
On Demand Audio (Domestic)	English <-> All Spoken Languages	\$0.85 per minute
On Demand Video (Domestic)	English <-> All Spoken Languages	\$0.85 per minute
On Demand Video (Domestic)	English <-> American Sign Language	\$1.35 per minute
On Demand Audio (Int'l)	English <-> Spanish	\$0.70 per minute
On Demand Video (Int'l)	English <-> Spanish	\$0.75 per minute

Prescheduled Remote Interpretation Service Fee:

International	English <-> All Spoken Languages	\$45 per hour, one hour minimum with 30 minutes incremental after first hour \$45 cancellation fee if canceled within 24 hours
Domestic English	English <-> All Spoken Languages	\$50 per hour, one hour minimum with 30 minutes incremental after first hour \$50 cancellation fee if canceled within 24 hours
ASL (Domestic Only)	English <-> American Sign Language	\$60 per hour, one hour minimum with 30 minutes incremental after first hour \$60 cancellation fee if canceled within 24 hours

In cases where Contractor supplies tablet with Heavy-duty rolling floor stand, the rental cost is US\$99 per unit per month. Contractor ensures Contractor provided tablet functions as designed and is fully supported by Contractor. Any non-functioning Contractor supplied tablets shall be replaced with a functional unit at Contractor's expense. Contractor supplied hardware remains the property of Contractor. SMC Health will return all Contractor hardware to Contractor at Contractor's expense when the Agreement is terminated. Monthly rental cost will be waived if the month's utilization meets or exceeds 15 minutes per day per device for any given month.

Technical project integration with the Epic EHR platform and application cost: \$0

Contractor will invoice by the tenth (10th) of the month after rendered services, along with Contractor's monthly report indicating the monthly data requested in Exhibit A.

For services provided at SMMC (hospital & clinics) locations under this agreement, in no event shall the total fiscal obligation exceed \$4,250,000. Invoices along with supporting documents including monthly reports shall be sent to:

San Mateo Medical Center

Attn: Accounts Payable, SMMC-Accounts-Payable@smcgov.org
222 W. 39th Ave
San Mateo, CA 94403

For services provided at Non-SMMC locations under this agreement, in no event shall the total fiscal obligation exceed \$650,000. Invoices along with supporting documents including monthly reports shall be sent to:

San Mateo County Health – Health Administration
Attn: Administrative Services Manager; HealthAdmin@smcgov.org
225 37th Avenue
San Mateo, CA 94403