

**AMENDMENT NO. 4 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HEALTH CARE INTERPRETER NETWORK**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Health Care Interpreter Network, 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 7, 2015, by Resolution 073908, the parties entered into an Agreement for the purpose of providing voice and video medical interpreting services for the term from July 1, 2015, through June 30, 2018, in an amount not to exceed \$800,000; and

WHEREAS, on August 24, 2016, the parties amended the Agreement to add an addition T-1 line to reduce patient wait times for interpretation; and

WHEREAS, by Resolution 073908, the Board authorized the Chief of the Health System or designee to execute contract amendments which 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 service is/are within the current or revised fiscal provisions; and

WHEREAS, on October 6, 2017, the parties amended the Agreement to increase interpretation services and increase the maximum amount payable under the agreement by \$25,000, to an amount not to exceed \$825,000.

WHEREAS, on June 26, 2018, by Resolution 075982, the parties amended the Agreement to increase interpretation services, extend the term of the agreement by three years through June 30, 2021, and increase the amount of the agreement by \$1,400,000, to an amount not to exceed \$2,225,000.

WHEREAS, the parties wish to further amend the Agreement to increase interpretation services and increase the amount of the agreement by \$550,000, to an amount not to exceed \$2,775,000.

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

1. 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 reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$2,775,000). 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.

2. **All other terms and conditions of the Agreement dated July 7, 2015, as previously amended 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: Heath Care Interpreter Network


Contractor Signature

August 13, 2020
Date

FRANK PUGLISI
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board