

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ALLIANCE PDMS, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Alliance PDMS, LLC, hereinafter called "Contractor";

W I T N E S S E I 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 outreach call services on May 30, 2024 for the term of June 1, 2024 through May 31, 2026, in an amount not to exceed \$175,000; and

WHEREAS, the parties amended the Agreement on June 26, 2025, to increase the amount of the agreement by \$25,000 to an amount not to exceed \$200,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement by 6 months through November 30, 2026, and increase the amount of the agreement by \$25,000, to an amount not to exceed \$225,000.

**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 HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000). 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 PCMH Manager or their designee. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. Section 4, Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2024, through November 30, 2026.

3. Original Exhibit B is hereby replaced in its entirety with Revised Exhibit B (rev. 5/5/26), a copy of which is attached hereto and incorporated into the Agreement by this reference.
4. **All other terms and conditions of the agreement, 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: Alliance PDMS, LLC

  
\_\_\_\_\_  
Contractor Signature

5/11/20  
Date

Donald L. Williams  
Contractor Name (please print)  
MANAGING  
MEMBER

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Revised Exhibit B**  
(rev. 5/5/26)

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:

**Outbound Calling**

Health Survey, IHA and Year End Special Projects – 1 FTE.

	<b>Weekly</b>	<b>Annual</b>
June 1, 2024 – May 31, 2025	\$1,557.88	\$81,009.50
June 1, 2025 – November 30, 2026	\$1,604.61	\$83,439.79

**SMS Well Child/Stanford Obesity Study SMS Texting**

Per campaign per month. Estimated annual SMS budget based on historical usage is \$12K - \$15K. SMS Service is only offered as an add-on service with the above Outbound Calling.

	<b>1st setup</b>	<b>Subsequent setups each</b>	<b>Per Record</b>
June 1, 2024 – May 31, 2025	\$275.00	\$35.00	\$.15 - \$.25
June 1, 2025 – May 31, 2026	\$275.00	\$35.00	\$.15 - \$.25

**IT Services**

\$100.00 per hour