



County of San Mateo
Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY		
Contract No: 55000-20-D005	Contractor Name: Avantpage Inc.	Amendment No:4

THE AGREEMENT HAS CHANGED AS FOLLOWS:			
Agreement Amount			
Original Amount:	\$100,000		
Amendment 1 Amount:	\$100,000		
Amendment 2 Amount:	\$160,000		
Amendment 3 Amount:	\$200,000		
Amendment 4 Amount:	\$350,000		
Current Amount: \$200,000	Addition or Reduction: \$150,000	New Total: \$350,000	
Agreement Term			
Original Start Date:	07/01/2019	Original End Term:	06/30/2022
Amendment 1 Start Date:	11/08/2019	Amendment 1 End Date:	06/30/2022
Amendment 2 Start Date:	12/01/2020	Amendment 2 End Date:	06/30/2022
Amendment 3 Start Date:	05/01/2022	Amendment 2 End Date:	06/30/2022
Amendment 4 Start Date:	07/01/2022	Amendment 2 End Date:	06/30/2024

Paragraph Changes:

1. Section 1 Exhibits and Attachments
 - a. Exhibit A:
 - i. Service Requirements
 - b. Exhibit B:
 - i. Amount and Method of Payment
 - ii. Payments and Rates

2. Section 4 Term

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
Avantpage Inc.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Avantpage 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 on July 1, 2019 for language translation services for the term of July 1, 2019 through June 30, 2022, in an amount not to exceed \$100,000; and

WHEREAS, the parties amended the Agreement on November 8, 2019 to add scope of work instructions for rapid fire translation services with no change to the contract amount and agreement term; and

WHEREAS, the parties amended the Agreement on December 1, 2020 to increase the amount payable by \$60,000 to an amount not to exceed \$160,000 with no change to the agreement term; and

WHEREAS, the parties amended the Agreement on May 1, 2021 to increase the amount payable by \$40,000 to an amount not to exceed \$200,000 with no change to the agreement term; and

WHEREAS, the parties wish to amend the Agreement to increase the contract amount payable by \$150,000 to an amount not to exceed \$350,000 and extend the agreement through June 30, 2024.

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

1 Section 1 Exhibits and Attachments, of the Agreement is amended to read as follows:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements

Attachment I—§ 504 Compliance

Attachment IP—Intellectual Property

2. Original Exhibit A is replaced with Revised Exhibit A1, (rev. April, 2022) attached hereto.
3. Original Exhibit B is replaced with Revised Exhibit B1, (rev. April, 2022) attached hereto.
4. Section 4 Term, of the Agreement is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2024.

All other terms and conditions of the agreement dated July 1, 2019, between the County and the 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: [AVANTPAGE INC.]

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A1 (April 2022)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Service Requirements:

Contractor will provide the following services:

- Translation of documents in Spanish, Chinese (Simplified or Traditional), Tagalog, Tongan, Russian, Arabic, Vietnamese, Portuguese (BR), Samoan or any of the 150+ languages Contractor is qualified for
- Full desktop publishing services and support for all requested languages
- Contractor's AvantFlow (online translation management system): County will submit projects for translation via this system
- Provide annual training on AvantFlow for County gatekeepers via Web-Ex
- Rapid-Fire translations for true emergency work in Spanish, Chinese (Traditional) and Tagalog.

Note: Jobs can be cancelled at any time. Contractor will only charge for the actual work performed up to the time of cancellation.

Service Expectations:

- High quality, exact translations, accessible to the residents of San Mateo County
- Strict quality assurance to minimize errors
- On time delivery to meet the County's needs
- Ability to meet high volume in all requested languages simultaneously
- Ability to handle and deliver files in electronic formats like Acrobat, XML, InDesign, Illustrator, HTML, Word, and others

Contractor will incorporate the glossary of healthcare-related terminology provided by the respective County for each language. Contractor also provides editing, proofing, reviewing, and linguistic quality assurance services. Contractor will provide translations according to a pre-determined timeline to ensure all translated materials can be printed and mailed to the County on time.

Customer Service & Support:

- Contractor hours of operation 8:00 am to 5:00 pm Pacific Standard Time, Monday to Friday
- Additional support will be available through AvantFlow and dedicated account manager
- Items should be directed and addressed immediately, and the account manager will be available for urgent situations within the same business day via cell phone
- No advance notice requirement for projects
- Contractor will provide time estimates and price quotes for both standard and rush projects

Linguistic Quality Assurance:

All translation jobs will be reviewed by high trained and qualified experts based on 6 categories:

- Mistranslation
- Omission/Addiction
- Grammar
- Spelling
- Style/Readability: Sentence sounds unnatural or does not follow the required style and tone
- Readability level: Different register between source and target, per County's submitted source documents

County may request round of changes for translation projects they find error in, which will be added to the Translation Memory (TM) to be used as preferred vocabulary and phrasing for future projects.

Contractor will create a customer issue log that includes and involves account and project managers, quality, vendor managers and translators, and gives strict guidelines for investigating, reporting, and mediating issues in a timely, transparent, and professional manner.

Cultural Competency Requirements & Training:

Contractor ensures that all translators who work on County projects have been thoroughly screened and tested for training and experience in providing culturally competent translations. In addition, they will require annual completion of cultural training.

Exhibit B1 (April 2022)

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:

I. Amount and Method of Payment

A. Payment and Rates

County shall pay Contractor for direct project expenses as agreed upon in advance via project quote. Contractor will quote/bill by the work in written translation, plus addition fees as outlined below.

Note: Chinese often distinguishes between Mandarin and Cantonese, but written Chinese does not make the distinction. In written translation, the distinction is between Simplified and Traditional Chinese.

Language	Per English Word
Spanish	\$0.17
Chinese (Simplified or Traditional)	\$0.19
Tagalog	\$0.21
Tongan	\$0.28
Arabic	\$0.22
Vietnamese	\$0.23
Russian	\$0.24
Portuguese (BR)	\$0.24
Samoan	\$0.28
Other Languages	\$0.26

Description	Cost
Minimum Fee	\$65/language
Project Management	5% per project
Rush (24-hour turnaround)	25%
Desktop Publishing, Graphic Editing (per hour)	\$65/hour
Editing/Proofing/Reviewing (per hour)	\$65/hour
Materials Review (cultural competency)	\$65/hour
Linguistic Quality Analysis: This is a separate service that evaluates a translation not completed at Avantpage based on a clear set of criteria	\$65/hour
Website Localization: Website translation services if County would need to translate a website, the cost would be a combination of per word rate and hourly fee for html formatting, testing, and reviewing	\$85/hour
Glossary and Style Guide: Only applied if County would want to create a new or non-existing glossary or generate a style guide that would be specific to SMCHS	\$65/hour
Translation Certificates (Attestations): If needed, Contractor can provide a certificate for each translation project that is signed and attests to the quality of the translation and the qualifications of the contractor, for compliance	\$10/certificate

reasons	
Transcription Services	\$4.50/minute
Reports and Audit Trails: This fee would apply if County were being audited and required an extensive report from us outside of regular provided reports	\$65/hour
Translation Memory (TM): Savings applied to only editable content that can be loaded into Contractor's system. Scanned images and PDFs would not usually be able to receive TM savings. The system analyzes each editable file and the quote and invoice would detail the match breakdown (if any) and the corresponding rate	<p>TM Discounts / Percentage of Base Rates</p> <p>No Match (New Content) / 0% savings, standard base per-word rate</p> <p>75%-99% Matches / 50% savings</p> <p>100% Matches and Repetitions / 70% savings</p>

Contractor offers a separate set of Translation Services for true emergency work called Rapid-Fire. This service is available for Spanish, Chinese (Traditional), and Tagalog Translations, and follows these general parameters:

Language and Word Count	Deliverable Time and Price per Incident
Spanish up to 50 words	Deliver in >= 6 hours \$175
Spanish up to 150 words	Deliver in >= 24 hours \$125
Chinese (Traditional) up to 50 words	Deliver in >= 6 hours \$175
Chinese (Traditional) up to 150 words	Deliver in >= 24 hours \$125
Tagalog up to 50 words	Deliver in >= 6 hours \$175
Tagalog up to 150 words	Deliver in >= 24 hours \$125

*Incident means an occurrence that could include more than one file per language as long as the aggregate was within the word count threshold.

Features:

- Extended business hours availability
- Submission of translation requests via Avantpage website
- Translated file delivered via email
- Guaranteed on-time delivery
- Translations according to client terminology and specifications
- Immediate receipt confirmation to requester via email
- Optional Avantpage proofing of posted online translation on the next business day

B. County shall make payments for services by the Chief of San Mateo County Health of her/his designee monthly and no later than the tenth (10th) working day after receipt of a monthly statement services provided to County by Contractor.

C. Total payment to Contractor shall not exceed THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000).

D. County shall have the right to withhold payment if County determines that the quantity or quality or the work performed is unacceptable.

