

**AMENDMENT NO.1 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CERTIFIED LANGUAGES INTERNATIONAL, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Certified Languages International, 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 translation services on February 28, 2017; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the Agreement by \$223,000 to an amount not to exceed \$2,448,000.

**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 FOUR HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$2,448,000). 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 Agreement 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 Chief of Health System or his/her designee and paid within thirty (30) days of receipt of the invoice. Invoices must be sent to: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org) . Processing time may be delayed if invoices are not submitted electronically.

3. Original Exhibit B is replaced in its entirety with Revised Exhibit B, (rev. 6/15/17) copy of which is attached to this Amendment and incorporated herein by reference.

- 4. All other terms and conditions of the Agreement dated February 28, 2017, 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: CERTIFIED LANGUAGES INTERNATIONAL, LLC

  
Contractor Signature

7/3/17  
Date

  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit B**  
**(rev. 6/15/17)**

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:

**Rate:**

County shall pay Contractor at a rate of \$0.73 per minute for all languages through June 30, 2017, regardless of language or time request.

County shall pay Contractor at a rate of \$0.82 per minute for all languages, regardless of language or time of request beginning July 1, 2017 through February 29, 2020

**Invoicing:**

**Health System**

**Health System Administration**

Contractor will invoice the San Mateo County Health System Administration by the tenth (10<sup>th</sup>) of the month after rendered services, along with Contractor's monthly report indicating the date of each call, the time the call was initiated, the duration in minutes, the language requested, the originating site of the request, the cost of each call, and the time elapsed from call initiation to interpreter access.

County shall pay Contractor monthly upon receipt of report and invoice. Services under this Agreement for San Mateo County Health System Administration shall not exceed **\$220,000**, including taxes and fees, for the term of the agreement, unless agreed upon by all parties and unless this agreement is amended in writing and signed by both County and Contractor.

Contractor shall also send appropriate invoices and monthly reports to:

**San Mateo County Health System Administration**  
**Attn: Chief Financial Officer**  
**225 West 37<sup>th</sup> Avenue**  
**San Mateo, CA 94403**

**San Mateo Medical Center**

Contractor will invoice electronically the San Mateo Medical Center Interpreter Program Manager by the tenth (10<sup>th</sup>) of the month after rendered services, along with Contractor's monthly report indicating the date of each call, the time the call was initiated, the duration in minutes, the language requested, the originating site of the request, the cost of each call, and the time elapsed from call initiation to interpreter access.

County shall pay Contractor monthly upon receipt of report and invoice. Services under this Agreement for San Mateo Medical Center shall not exceed **\$1,320,500**, including taxes and fees, for the term of the agreement, unless agreed upon by all parties and unless this Agreement is amended in writing and signed by both County and Contractor.

Contractor shall also send appropriate invoices and monthly reports to:

**San Mateo Medical Center**  
**Attn: Accounts Payable,**  
[HS\\_SMMC\\_Accounts\\_Payable@smcgov.org](mailto:HS_SMMC_Accounts_Payable@smcgov.org)  
**222 W. 39<sup>th</sup> Ave**  
**San Mateo, CA 94403**

### **Human Services Agency**

Contractor shall invoice Human Services Agency separate from Health Services as follows:

Contractor will invoice electronically the Interpreter Program Manager by the tenth (10<sup>th</sup>) of the month after rendered services with the Contractor's monthly report as outlined in Exhibit A.

County shall pay Contractor monthly upon receipt of reports and invoices. Services under this Agreement for Human Services Agency shall not exceed the amount of **\$907,500**, including any taxes or fees for the term of the Agreement unless agreed upon by all parties and this Agreement is amended in writing and signed by both the County and Contractor.

Contractor shall send invoice along with monthly reports to:

**Human Services Agency**  
**Attention: Maria Castro**  
**400 Harbor Blvd, Bldg. B**  
**Belmont, CA 94002**