

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HEALTH CARE INTERPRETER NETWORK**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2013, 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, the parties entered into an Agreement for Interpreter services on April 3, 2012; and

WHEREAS, the parties amended the Agreement on June 4, 2012, to change the contract number to reflect the correct fiscal year;

WHEREAS, the parties wish to further amend the Agreement to extend the term by two years to June 30, 2015, and increasing the maximum amount by \$400,000, for a new maximum amount not to exceed \$500,000.

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

1. Section 2 Contract term of the agreement is amended to read as follows:

The term of this Agreement shall be from July 1, 2012 through June 30, 2015, unless terminated earlier by the County.

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

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed FIVE HUNDRED THOUSAND DOLLARS, (\$500,000).

performed is unacceptable. In no event shall total payment for services under this Agreement exceed FIVE HUNDRED THOUSAND DOLLARS, (\$500,000).

2. The original Exhibit A to the Agreement is deleted and is replaced in its entirety with Revised Exhibit A (Rev. 01/24/13), a copy of which is attached to this Amendment No. 2, in order to reflect the changes described above.
3. **All other terms and conditions of the Agreement between the County and Contractor, dated April 3, 2012, shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Health Care Interpreter Network



Contractor's Signature

Date: 2-4-13

Agreement between the County of San Mateo ("County") and Health Care Interpreter Network ("Contractor" or "HCIN")

I. Description of Services to be Performed by the Contractor

- A. County wishes to continue its participation, with Contra Costa County Health Services and San Joaquin County Health Services (collectively, the "Owners"), in a Regional Health Care Interpreter Network. In consideration of the payments described in paragraph II of this Exhibit "A", Contractor will provide the following services:
1. Administer the automated processes for the provision of voice and video medical interpretation on a regional basis.
 2. Administer the HCIN's contracts with the MPLS provider (AT&T) and the Network Operating Center (Quest).
 3. Maintain communication and institute help and troubleshooting functions with AT&T and Quest.
 4. Provide (or otherwise procure) routine maintenance of the IPCC and CCM protocols, including those related to programming rules changes, production of standard reports, production or ad hoc reports on request from participating entities, and responses to changes in interpreter supply and demand.
 5. Convene technical workgroups.
 6. Develop agendas and provide logistical support for advisory council meetings.
 7. Implement advisory council policies involving, for example, documentation of training requirements, administration of changes in standards and certification processes, administering pricing agreed to by the support council, and implementing standard reports.
 8. Maintain contracts with required support services providers.
 9. Maintain communication and resolve issues with support service providers.
 10. Maintain contracts with participating entities.
 11. Administer routing and rule change requests approved by advisory councils.
 12. Process new participating entities.
 13. Contractor shall assure access to the HCIN servers twenty-four (24) hours per day, seven days per week, including, but not limited to, Saturdays, Sundays, and holidays.

II. Amount and Method of Payment

- A. In consideration of the services described in Paragraph I of this Exhibit "A", County will pay Contractor, FORTY THOUSAND DOLLARS (\$40,000) per year for the three year term of this Agreement on a payment schedule to be determined by HCIN and the County. In addition, the County agrees to pay \$.75 per minute for each minute of interpreter service provided through the HCIN by another participating entity. In cases where hearing impaired patients require American Sign Language (ASL) vendor will provide interpretation at a rate of \$2.90 to \$3.35 per minute based on the complexity of the translation. Any amounts due will be offset by a credit of \$.75 per minute for each minute of interpreter service provided by County personnel to other entities through the HCIN. The Contractor will bill the County quarterly for any amounts due for interpreter services.
- B. The term of the Agreement is July 1, 2012 through June 30, 2015. The maximum amount payable under the Agreement is FIVE HUNDRED THOUSAND DOLLARS, (\$500,000).