

**AMENDMENT NO.4 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PACIFIC INTERPRETERS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pacific Interpreters, 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 interpreting services on April 22, 2014, by Resolution 073110; and

WHEREAS, the parties amended the Agreement by Resolution 073152 also authorizing the Chief of the Health System to execute an amendment to include services for Human Services Agency and add an additional \$800,000, resulting in an agreement not to exceed \$1,400,000; and

WHEREAS, the parties amended the Agreement by Resolution 074268, increasing the amount payable for the San Mateo Medical Center and Clinics by \$350,000 to an amount not to exceed \$950,000, increasing the total not to exceed amount to \$1,750,000; and

WHEREAS, the parties amended the Agreement on November 15, 2016, increasing the amount payable for the San Mateo Medical Center and Clinics by \$100,000 to an amount not to exceed \$1,050,000, and increasing the amount payable for Human Services Agency by \$25,000 to an amount not to exceed \$825,000, increasing the total not to exceed amount to \$1,875,000.

WHEREAS, the parties wish to further amend the agreement extending the term through February 28, 2017 and increasing the amount payable for the San Mateo Medical Center by \$100,000, to an amount not to exceed \$1,150,000 and increasing the amount payable for Human Services Agency by \$50,000, to an amount not to exceed \$875,000, increasing the total not to exceed amount to \$2,025,000.

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 herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO MILLION, TWENTY-FIVE THOUSAND DOLLARS (\$2,025,000).

2.0 Section 4. Term and Termination is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2014 through February 28, 2017.

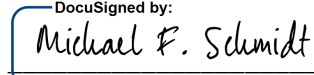
This Agreement may be terminated by Contractor, the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

- 3.** Revised Exhibit B (rev. 9/27/16) is replaced in its entirety with Revised Exhibit B (rev. 11/02/16), a copy of which is attached hereto and incorporated by this reference.
- 4. All other terms and conditions of the agreement dated 4/22/14, 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: Pacific Interpreters, Inc.

<small>DocuSigned by:</small>  <small>C4899DEDEC494D7</small>	11/14/2016	Michael F. Schmidt
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit B
(rev.11/02/16)

In consideration of the services provided by Contractor 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 \$0.99 per minute, regardless of language requested or time of request.

Invoicing:

Health System:

Contractor will invoice electronically the Interpreter Program Manager by the 10th of the month after rendered services with the Contractor's monthly report indicating the date of each call, the time the call was initiated, the number of minutes used, 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 reports and invoices. Services under this Agreement for San Mateo Medical Center and Clinics shall not exceed the amount of \$1,150,000 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:

San Mateo Medical Center
Attention: Accounts Payable
222 W. 39th Avenue
San Mateo, CA 94403

Invoicing:

Human Services Agency:

Contractor will invoice electronically the Interpreter Program Manager by the 10th of the month after rendered services with the Contractor's monthly report indicating the date of each call, the time the call was initiated, the number of minutes used, 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 reports and invoices. Services under this Agreement for Human Services Agency shall not exceed the amount of \$875,000 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: Office of Administrative and Information Services
1 Davis Drive
Belmont, CA 94002