

**AMENDMENT NO. 3 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HEALTH CARE INTERPRETER NETWORK**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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, on July 7, 2015, by Resolution 073908, the parties entered into an Agreement for the purpose of providing voice and video medical interpreting services for the term from July 1, 2015, through June 30, 2018, in an amount not to exceed \$800,000; and

WHEREAS, on August 24, 2016, the parties amended the Agreement to add an additional T-1 line to reduce patient wait times for interpretation; and

WHEREAS, by Resolution 073908, the Board authorized the Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or service is/are within the current or revised fiscal provisions; and

WHEREAS, on October 6, 2017, the parties amended the Agreement to increase interpretation services and increase the maximum amount payable under the agreement by \$25,000, to an amount not to exceed \$825,000.

WHEREAS, the parties wish to further amend the Agreement to increase interpretation services, extend the term of the agreement by three years through June 30, 2021, and increase the amount payable under the agreement by \$1,400,000, to an amount not to exceed \$2,225,000.

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

1. Section 3. Payments, of the Agreement is amended in its entirety 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 TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$2,225,000). 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.

2. 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, 2015, through June 30, 2021.

3. Section 20. Compliance with Living Wage Ordinance is added to the Agreement to read in its entirety as follows:

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

4. Revised Exhibit B (rev. 9/27/17) is hereby replaced in its entirety with Revised Exhibit B (rev. 5/17/18), a copy of which is attached hereto and incorporated into the Agreement by this reference.
5. **All other terms and conditions of the agreement dated July 7, 2015, 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: Heath Care Interpreter Network

  
Contractor Signature

5/31/2018  
Date

Frank J. Puglisi, Jr.  
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

**Revised Exhibit B**  
(rev. 5/17/18)

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:

County will pay Contractor, FORTY THOUSAND DOLLARS (\$40,000) per year for the term of July 1, 2015 through June 30, 2016. County will pay Contractor FORTY-FIVE THOUSAND DOLLARS (45,000) per year for the term of July 1, 2016 through June 30, 2021, on a payment schedule to be determined by HCIN and the County.

In addition to the yearly cost stated above, the cost of an additional membership subscription will be added and prorated based on an annual cost of \$11,000.

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.