

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ADVANCED TOTAL IMAGING, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Advanced Total Imaging, 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 September 27, 2005, in the amount of \$400,000 for the term of October 1, 2005 to March 31, 2006, for the purpose of providing imaging services of existing MediCal client case files necessary for support of call center and regional intake operations on; and

WHEREAS, the parties now wish to amend the Agreement to extend the term to December 31, 2006.

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

1. Section 4, Term and Termination, of the Agreement is amended to read as follows:

“Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2005 through **December 31, 2006.**”

2. Section 11, Non-Discrimination and Other Requirements, Item G, Compliance with Contractor Employee Jury Service Ordinance, is hereby added as follows:

“G. Compliance with Contractor Employee Jury Service Ordinance. Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.”

3. All other terms and conditions of the agreement dated September 27, 2005, between the County and Contractor shall remain in full force and effect.
4. This Amendment, including any exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Agreement dated September 27, 2005 and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall not be effective unless set forth in a writing executed by both parties.

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

COUNTY OF SAN MATEO

By: _____

Jerry Hill, President
Board of Supervisors

Date: _____

ATTEST:

By: _____

Clerk of Said Board

ADVANCED TOTAL IMAGING, INC.

Contractor's Signature

Date: _____