AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONTRA COSTA REGIONAL HEALTH FOUNDATION

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the COUNTY OF SAN MATEO,
hereinafter called "County," and Contra Costa Regional Health Foundation, hereinafte
called "Contractor";

WITNESSETH:

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 administration of the automated processes for the provision of voice and video medical interpretation services on March 13, 2007; and

WHEREAS, the parties wish to amend the Agreement to extend the term to June 30, 2009, and increase the maximum amount by \$50,000 from \$80,000 to \$130,000.

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:

<u>Contract Term</u> The term of this Agreement shall be from January 1, 2007, through June 30, 2009 unless terminated earlier by the County.

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

<u>Payments</u> In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", 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 ONE HUNDRED THIRTY THOUSAND DOLLARS, (\$130,000).

- **3.** Section II, Amount and Method of Payment, of the Exhibit A to the original agreement is amended to read as follows:
 - II. Amount and Method of Payment

The County will pay Contractor forty thousand dollars (\$40,000) per year for the term of this Agreement, on a payment schedule to be determined by Contractor and the County. In addition, the County agrees to pay Contractor \$.75 per minute for each minute of interpreter service provided through the HCIN by another participating entity. 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.

4. All other terms and conditions of the agreement dated March 13, 2007, between the County and Contractor 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: Adrienne J. Tissier, President Board of Supervisors, San Mateo County
	Date:
ATTEST:	
By:	
CONTRA COSTA REGIONAL HEALTH FOUNDATION	
Contractor's Signature	
Date:	