

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

16-516 A-2

SAP Number

4400003558

Probation Department

Department Contract Representative	Scott Frymire
Telephone Number	909-387-5589
Contractor	TPUSA - FHCS, Inc. dba Teleperformance Rapidtext
Contractor Representative	Sandy Mathews
Telephone Number	800-234-0304
Contract Term	July 1, 2016 – June 30, 2021
Original Contract Amount	\$600,000
Amendment Amount	\$150,000
Total Contract Amount	\$750,000
Cost Center	4810001000

IT IS HEREBY AGREED AS FOLLOWS:

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and TPUSA - FHCS, Inc. dba Teleperformance Rapidtext, hereinafter called Contractor.

WITNESSETH:

IN THAT CERTAIN Contract No. 16-516 by and between the County of San Bernardino, a political subdivision of the State of California, and Contractor for Transcription Services, which contract first became effective July 1, 2016, the following changes are hereby made and agreed to:

I. SECTION III. TERM OF CONTRACT is amended to read as follows:

This Contract is effective as of July 1, 2016 and expires June 30, 2021 but may be terminated earlier in accordance with provisions of this Contract.

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall

A handwritten signature in the bottom right corner of the page.

deliver promptly to the County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

II. SECTION V. FISCAL PROVISIONS, Paragraph B is amended to read as follows:

B. The maximum amount of payment under this Contract shall not exceed \$750,000, and shall be subject to availability of other funds to the County. The consideration to be to the Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

III. SECTION XI. ELECTRONIC SIGNATURE is hereby added to the contract as follows:

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IV. All other terms, conditions, and covenants in Contract No. 16-516 remain in full force and effect.

COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Dated: MAY 19 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



By *KQ*
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy

TPUSA - FHCS, Inc. dba Teleperformance
Rapidtext

(Print or type name of corporation, company, contractor, etc.)

By ▶ *P. Phan*
(Authorized signature - sign in blue ink)

Name Peter Phan
(Print or type name of person signing contract)

Title Secretary
(Print or Type)

Dated: May 03, 2020

Address 215 North Marengo Avenue, Suite 160
Pasadena CA 91101

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *Jamie Ryan*
Jamie Ryan, Deputy County Counsel

Date May 5, 2020

Reviewed for Contract Compliance
▶ _____

Date _____

Reviewed/Approved by Department
▶ *M. Scray Brown*
Michelle Scray Brown, Chief Probation Officer

Date 5-11-20

mw