

**AMENDMENT NO. 4
TO AGREEMENT
BETWEEN Health Care Interpreter Network AND
THE COUNTY OF MONTEREY
ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
Shared Interpreter Services**

This Amendment No. 4 to the Agreement (the "Amendment") between the County of Monterey ("County"), on behalf of Natividad Medical Center ("NMC") and **Health Care Interpreter Network** ("Contractor") is entered into with respect to the following:

RECITALS

WHEREAS, NMC and Contractor entered into an Agreement dated May 1, 2010.

WHEREAS, the parties amended the Agreement previously on July 1, 2011 via Amendment No. 1; on July 1, 2012 via Amendment No. 2; and on July 1, 2013 via Amendment No. 3, (collectively, the "Agreement").

WHEREAS, the parties wish to amend the Agreement to extend the term to allow existing services to continue and to add to the amount payable for services provided during the extended term.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

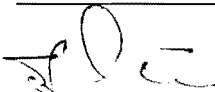
1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (MYA509).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$75,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement (MYA509) shall not exceed the total sum of \$300,000 for the full term of the Agreement*".
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from May 1, 2010 to June 30, 2011 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from May 1, 2010 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
4. Exhibit A to the Agreement is hereby replaced in its entirety and attached hereto as **Exhibit A – Amendment No. 4**. All references in the Agreement to Exhibit A shall be construed to refer to **Exhibit A – Amendment No. 4**.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2 and 3 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (MYA509).
7. The effective date of this Amendment is **July 1, 2014**.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center


By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

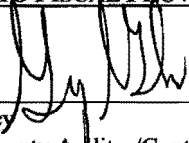
Date: 5/23/14

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brauer Stacy Saetta
Monterey County, Deputy County Counsel

Date: 5/29/14

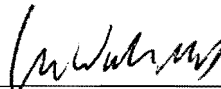
APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 5-30-14

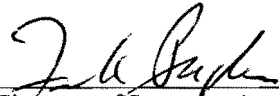
Contractor

Health Care Interpreter Network
Contractor's Business Name*** (see instructions)

 _____
Signature of Chair, President, or Vice-President

William Walker, M.D. - Chair
Name and Title

Date: 05/13/14

By:  _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Frank Puglisi, Secretary
Name and Title

Date: 5-19-14

*****Instructions**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)



6400 Hollis Street, Suite 9 • Emeryville, CA 94608 • 510.658.2831 TEL • 510.764.2415 FAX

AMENDMENT TO THE AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (NMC) AND THE
HEALTH CARE INTERPRETER NETWORK (HCIN)
AGREEMENT NO. MYA 509
Amendment No. 4 – Exhibit A

Term:

The term of the agreement is extended for the period July 1, 2014-June 30, 2015

Payment:

No change in the current annual membership/connection fee of \$40,000

Exchange of Minutes:

“NMC shall be able to exchange services with other participating hospitals within the HCIN, and the Affiliated HCIN Network as follows:

\$.75 per minute for Spoken Language within HCIN

\$.85 per minute for Spoken Language on the Affiliated HCIN Network – Sharing

\$1.55 per minute for Spoken Language on the Affiliated HCIN Network – Non-Sharing

\$2.90 - \$3.35 for American Sign Language

Contractor agrees to pay Natividad Medical Center for medical interpretation provide by Natividad personnel as follows:

\$.75 per minute for Spoken Language provided within HCIN including scheduled appointments

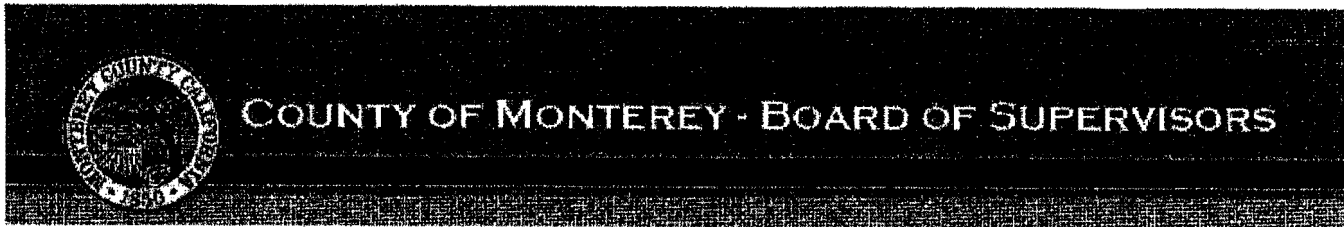
\$.80 per minute for Spoken Language provided to the Affiliated HCIN Network – Sharing

\$1.45 per minute for Spoken Language provided to the Affiliated HCIN Network – Non-Sharing

\$2.90 for American Sign Language:

HCIN Scheduled Appointment Center:

Scheduled appointments: one hour minimum \$51 per hour, all usage is billed hourly and usage over the number of hours scheduled will be billed at the next full hour rate. Appointments may be cancelled at least 24 business hours before the scheduled time of the appointment with only a \$1 fee scheduling fee charged. If requesters of scheduled appointments do not call during the first 30 minutes of the scheduled appointment, the interpreter will be released for other calls and may no longer be available.



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File #:	A 13-101	Name:	Health Care Interpreter Network Amendment #3
Type:	BoS Agreement	Status:	Consent Agenda
File created:	5/25/2013	In control:	Board of Supervisors
On agenda:	6/18/2013	Final action:	

Title: Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12028) with Health Care Interpreter Network for Shared Interpreter Services at NMC, extending the Agreement to June 30, 2014 and adding \$55,000 for a revised total Agreement amount not to exceed \$245,000 in the aggregate.

Attachments: 1. [Health Care Interpreter Network Amendment #3.pdf](#), 2. [Completed Board Order](#)

[History \(0\)](#)
[Text](#)

Title

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12028) with Health Care Interpreter Network for Shared Interpreter Services at NMC, extending the Agreement to June 30, 2014 and adding \$55,000 for a revised total Agreement amount not to exceed \$245,000 in the aggregate.

Report

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12028) with Health Care Interpreter Network for Shared Interpreter Services at NMC, extending the Agreement to June 30, 2014 and adding \$55,000 for a revised total Agreement amount not to exceed \$245,000 in the aggregate.

SUMMARY/DISCUSSION

The Health Care Interpreter Network (HCIN) is a cooperative of California hospitals and health care providers sharing trained healthcare interpreters through an automated video/voice call center system. Videoconferencing devices and all forms of telephones throughout each hospital connect within seconds to an interpreter on the HCIN system, either at their own hospital or one of their colleague hospitals.

NMC entered into an agreement (A-12028) with the Healthcare Interpreters Network -HCIN for a period of one year starting 7-1-2010 through 6-30-2011, in order to provide access to a system of shared interpreter services. NMC was allowed to establish a connection to the HCIN secure broadband network and utilize the services of its Video/Voice over IP Call Center. This allowed NMC to provide 24/7 interpreting services to our patients in 170 languages including American Sign Language (ASL). A valuable aspect of this service is that our staff interpreters can also log onto the system and offset the cost by providing interpreter services to the hospitals on the network on their slow or down time, making them more productive. Without these services NMC would lose the capacity to provide a qualified interpreter to a large group of patients and would not be in compliance with the Joint Commission standards and California State and Federal laws that regulate equal access to all patients. It is therefore recommended that the terms of the contract be extended for Fiscal Year 2013-2014.

Business Automobile Insurance Exemption

Business Automobile Liability Insurance requirements are waived for this vendor under this Agreement. There is no risk or exposure regarding vehicles.

- Contractor does not travel onto County property with vehicles.

Worker's Compensation Insurance Exemption

- Contractor is the sole provider of services with no permanent or temporary workers. Accordingly, Worker's Compensation Insurance is not required.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment No. 3 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment No. 3 as to fiscal provisions. The Amendment No. 3 has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Amendment No. 3 is \$55,000 and is included in the Fiscal Year 2013/2014 Recommended Budget. There is no impact to the General Fund.

Prepared by: Victor Sosa, Language Access Coordinator, 796-1612

Approved by: Harry Weis, Chief Executive Officer, 783-2124

Attachments: Amendment No. 3, Original Agreement, Amendments numbers 1 and 2
Attachments on file with the Clerk to the Boards Office



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12028

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12028) with Health Care Interpreter Network for Shared Interpreter Services at NMC, extending the Agreement to June 30, 2014 and adding \$55,000 for a revised total Agreement amount not to exceed \$245,000 in the aggregate.

PASSED AND ADOPTED on this 18th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 18, 2013.

Dated: June 28, 2013
File Number: A 13-101

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Danise Hancock
Deputy

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Health Care Interpreter Network AND
THE NATIVIDAD MEDICAL CENTER
FOR
Shared Interpreter Services**

This Amendment No. 3 to Professional Services Agreement ("Agreement"), dated May 1, 2010, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Health Care Interpreter Network (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2011 via Amendment No. 1, and on July 1, 2012 via Amendment No. 2; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the amount payable for services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA509).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, *"The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$75,000."* and replacing it with *"The total amount payable by County to CONTRACTOR under Agreement No. (MYA509) shall not exceed the total sum of \$245,000 for the full term of the Agreement"*.
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, *"The term of this Agreement is from May 1, 2010 to June 30, 2011 unless sooner terminated pursuant to this Agreement"* and replacing it with *"The term of this Agreement is from May 1, 2010 to June 30, 2014 unless sooner terminated pursuant to this Agreement"*.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1 and 2 are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No. 3 and all previous amendments shall be attached to the original Agreement (No. MYA509).
6. The effective date of this Amendment is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: [Signature]
Sid Cato, NMC Contracts Manager

Date: 6-18-13

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 4/23/13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brauer
Monterey County, Deputy County Counsel

Date: May 2, 2013

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 5/2/13

Contractor

Health Care Interpreter Network
Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

William Walker, MD., Chair Board of Directors
Name and Title

Date: 4-10-13

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Frank Puchisi, Secretary Board of Directors
Name and Title

Date: 4-10-13

***Instructions
If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)



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File #:	A 12-041 Version: 1	Name:	Health Care Interpreter Network Amendment #2
Type:	BoS Agreement	Status:	Consent Agenda
File created:	4/24/2012	In control:	Board of Supervisors
On agenda:	6/12/2012	Final action:	

Title: Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12028) with Health Care Interpreter Network for Shared Interpreter Services at NMC, extending the Agreement to June 30, 2013 and adding \$60,000 for a revised total Agreement amount not to exceed \$190,000 in the aggregate.

Attachments: [HCIN Amendment #2 Legistar, Completed Board Order](#)

History (0) Text

Title

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12028) with Health Care Interpreter Network for Shared Interpreter Services at NMC, extending the Agreement to June 30, 2013 and adding \$60,000 for a revised total Agreement amount not to exceed \$190,000 in the aggregate.

Body

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12028) with Health Care Interpreter Network for Shared Interpreter Services at NMC, extending the Agreement to June 30, 2013 and adding \$60,000 for a revised total Agreement amount not to exceed \$190,000 in the aggregate.

SUMMARY/DISCUSSION:

Joint Commission standards, California and Federal laws regulate equal access to healthcare for all patients. Hospitals have a legal obligation to ensure language access for their patients. To reduce linguistic barriers faced by many of NMC's patients in seeking and obtaining healthcare, NMC has formed agreements with Monterey Language Services ("MLS"), Cyracom, and The Health Care Interpreter Network (HCIN). MLS provides in-person language interpretation as well as interpretation services in several indigenous Mexican languages. Cyracom provide telephonic language interpretation services in 170 languages, including American Sign Language (ASL).

HCIN is a cooperative of California hospitals and health care providers, which, through an automated video/voice call center system, allows the sharing at competitive rates of trained healthcare interpreters on staff at HCIN's member hospitals, including several county hospitals. Videoconferencing and telephonic devices allow each member hospital to connect on the HCIN system within seconds to an interpreter, located either at its own hospital or one of the other colleague hospitals, in one of fifteen languages, including ASL.

NMC entered into an agreement (PO # SC916) with HCIN for a period of one year starting 7-1-2010 through 6-30-2011, in order to obtain access to the system of shared interpreter services. As a result of the Agreement, NMC is connected to the HCIN secure broadband network, over HCIN's Video/Voice over IP Call Center, allowing NMC access to 24/7 video or telephonic language interpretation services for NMC's patients. During periods of "down" time at NMC, NMC's staff interpreters log onto the system and provide interpreter services to other hospitals on the network, thereby increasing

overall NMC staff productivity.

It is therefore recommended that the terms of the contract be extended for Fiscal Year 2012-2013.

Business Automobile Insurance Exemption

Business Automobile Liability Insurance requirements are waived for this vendor under this Agreement. There is no risk or exposure regarding vehicles.

* Contractor does not travel onto County property with vehicles.

Worker's Compensation Insurance Exemption

* Contractor, which maintains and operates the automated video/voice call center system supporting the shared interpreter services system, does not have employees. Accordingly, Worker's Compensation Insurance is not required.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Amendment is \$60,000 and is included in the Fiscal Year 2012/2013 Recommended Budget. There is no impact to the General Fund.

Prepared by: Victor Sosa, Language Access Coordinator, 796-1612

Approved by: Harry Weis, Chief Executive Officer, 783-2124

Attachments: Agreement, Amendments #1 and 2.



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12028

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12028) with Health Care Interpreter Network for Shared Interpreter Services at NMC, extending the Agreement to June 30, 2013 and adding \$60,000 for a revised total Agreement amount not to exceed \$190,000 in the aggregate.

PASSED AND ADOPTED on this 12th day of June 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 12, 2012.

Dated: June 22, 2012
File Number: A 12-041

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 2
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN Health Care Interpreter Network AND
THE NATIVIDAD MEDICAL CENTER
FOR
Shared Interpreter Services**

The parties to Professional Services Agreement ("Agreement"), dated May 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Health Care Interpreter Network (Contractor), hereby agree to amend their Agreement (No. A-12028) on the following terms and conditions:

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.


WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2011 via Amendment No. 1.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-12028).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, *"The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$75,000."* and replacing it with *"The total amount payable by County to CONTRACTOR under Agreement No. (A-12028) shall not exceed the total sum of \$190,000 for the full term of the Agreement."*
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, *"The term of this Agreement is from May 1, 2010 to June 30, 2011 unless sooner terminated pursuant to this Agreement"* and replacing it with *"The term of this Agreement is from May 1, 2010 to June 30, 2013 unless sooner terminated pursuant to this Agreement."*
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1 is unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and amendment No. 1 shall be attached to the original Agreement (No. A-12028).
6. The effective date of this Amendment is July 1, 2012.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

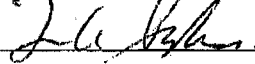
CONTRACTOR

Signature 1 

Dated 3/24/2012

Printed Name William B. Gylka, M.D.

Title Chair, Board of Directors

Signature 2 

Dated 3/26/2012

Printed Name Frank Puglisi

Title Executive Director

***INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

Signature 
Purchasing Manager


Dated 6-13-12

Signature 
NMC - CEO

Dated 4/3/12

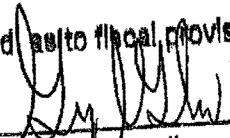
Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By 

Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 4/26, 2012

Reviewed as to financial provisions

Auditor-Controller
County of Monterey

4-16-12

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	July 12, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #1 to the Agreement with Health Care Interpreter Network for Shared Interpreter Services at NMC in an amount not to exceed \$130,000 in the aggregate and \$55,000 for the period July 1, 2011 to June 30, 2012.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #1 to the Agreement with Health Care Interpreter Network for Shared Interpreter Services at NMC in an amount not to exceed \$130,000 in the aggregate and \$55,000 for the period July 1, 2011 to June 30, 2012.

SUMMARY/DISCUSSION:

The Health Care Interpreter Network (HCIN) is a cooperative of California hospitals and health care providers sharing trained healthcare interpreters through an automated video/voice call center system. Videoconferencing devices and all forms of telephones throughout each hospital connect within seconds to an interpreter on the HCIN system, either at their own hospital or one of their colleague hospitals.

NMC entered into an agreement (PO # SC916) with the Healthcare Interpreters Network –HCIN for a period of one year starting 7-1-2010 through 6-30-2011, in order to provide Access to a system of shared interpreter services. NMC was allowed to establish a connection to the HCIN secure broadband network and utilize the services of its Video/Voice over IP Call Center. This allowed NMC to provide 24/7 interpreting services to our patients in 170 languages including American Sign Language (ASL). A valuable aspect of this service is that our staff interpreters can also log onto the system and offset the cost by providing interpreter services to the hospitals on the network on their slow or down time, making them more productive. Without these services NMC would lose their capacity to provide a qualified interpreter to a large group of patients and would not be in compliance with the Joint Commission standards, California and Federal laws that regulate equal access to all patients. It is therefore recommended that the terms of the contract be extended for Fiscal Year 2011-12.

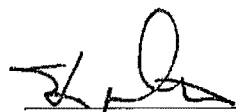
OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$55,000 and is included in the 2011/2012 Fiscal Year Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Victor Sosa, Interpretive Services, 796-1612
May 19, 2011



Harry Weis
Chief Executive Officer

Attachments: Amendments #1, Original Agreement, Board Order

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No. A-12028

Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute Amendment No. 1)
to the Agreement with Health Care Interpreter)
Network for Shared Interpreter Services at NMC in an)
amount not to exceed \$130,000 in the aggregate and)
\$55,000 for the period July 1, 2011 to June 30, 2012...)

Upon motion of Supervisor Calcagno, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement with Health Care Interpreter Network for Shared Interpreter Services at NMC in an amount not to exceed \$130,000 in the aggregate and \$55,000 for the period July 1, 2011 to June 30, 2012

PASSED AND ADOPTED on this 12th day of July, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on July 12, 2011.

Dated: July 13, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Health Care Interpreter Network AND
THE NATIVIDAD MEDICAL CENTER
FOR
Shared Interpreter Services**

The parties to Professional Service Agreement, dated May 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Health Care Interpreter Network (Contractor), hereby agree to renew their Agreement No. (SC916) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC916).
2. This Amendment shall become effective on July 1, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC916) shall not exceed the total sum of \$130,000 for the full term of the Agreement and \$55,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC916).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 *Frank J. Puglisi, Jr.*

Dated April 27, 2011

Printed Name Frank J. Puglisi, Jr.

Title Executive Director/Secretary ^{Board}

Signature 2 *William Walker, M.D.*

Dated 5-2-11

Printed Name William Walker, M.D.

Title Board Chair

****INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

Dated _____

Signature *Shirley*
NMC - CEO

Dated 5/5/11

Approved as to Legal Form:
Charles J. McKee, County Counsel

By *Stacy Saetta*
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 5/18, 2011

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey 5/18/11



COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(NOT TO EXCEED \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Health Care Interpreter Network hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Access to a system of shared interpreter services

1. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$75,000

2. **TERM OF AGREEMENT.** The term of this Agreement is from May 1, 2010 to Jun 30, 2011 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. **PERFORMANCE STANDARDS.**

4.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

4.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

4.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

6. TERMINATION.

6.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless. NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agent, employees or sub-contractors, excepting only low, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless NMC and the County under this Agreement.

8. INSURANCE.

8.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 8.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.
- 8.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance , covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance , If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance , if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

9. RECORDS AND CONFIDENTIALITY.

9.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such

confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

- 9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
 - 9.3. Maintenance of Records . CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
 - 9.4. Access to and Audit of Records . NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
 - 9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
10. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
11. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
12. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled

by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

<p>FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager</p> <hr/> <p>Name</p> <hr/> <p>1441 Constitution Blvd. Salinas, CA. 93906</p> <hr/> <p>Address</p> <hr/> <p>831.755.4111</p> <hr/> <p>Phone</p>	<p>FOR CONTRACTOR:</p> <p><i>Secretary of</i> <i>Frank Puglisi, Executive Dir. of the Board</i></p> <hr/> <p>Name and Title</p> <p><i>6400 Hollis St., Suite 9</i></p> <hr/> <p><i>Emeryville, CA 94608</i></p> <hr/> <p>Address</p> <hr/> <p><i>925.683-6091-Mobile</i></p> <hr/> <p>Phone</p>
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14. MISCELLANEOUS PROVISIONS.

- 14.1. Conflict of Interest . CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver . Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law . The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.14. Counterparts . This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. Interpretation of Conflicting Provisions . In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 3/2/10

By: [Signature]
Department Head (if applicable)

Date: 2/22/10

Approved as to Legal Form

By: [Signature]
Stacy Saetta
Deputy County Counsel

Date: 2/26/10

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 3/1/10

CONTRACTOR

Health Care Interpreter Network
Contractor's Business Name***

[Signature]
Signature of Chair, President, or Vice-President

William B. Walker, M.D.
VICE-CHAIR, Board of Directors

Name and Title

Date: 2-16-2010

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer)

Frank Puglisi
Secretary, Board of Directors

Name and Title

Date: 2-16-2010

***INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

EXHIBIT A

SCOPE OF SERVICES AND PAYMENT PROVISIONS

1. The Health Care Interpreter Network (HCIN) has been organized as a system of shared interpreter services operated by HCIN.
2. NMC agrees to utilize services to the HCIN system for up to six months to test the value of this system for its use. The Health Care Interpreter Network, will be reimbursed by grant funds for this service. Under this agreement, the principles of this demonstration are as follows: NMC shall be allowed to establish a connection to the HCIN secure broadband network and utilize the services of its Video/Voice over IP Call Center for 6 calendar months. The 6 months shall begin at the "Test and Turn-Up" of T1 connections to the HCIN network (the onset of the billing of the T1 services). HCIN services shall include:
 - configuration of Call Center to incorporate access of NMC
 - automated routing of video and telephone interpretation requests from NMC staff and physicians to NMC interpreters and the HCIN system
 - Standard Monthly Reporting of interpreter and call volume
 - Invitation to participate in HCIN committees consistent with HCIN membership
3. NMC shall receive free access to these services for 6 months, but shall be responsible for all additional costs to the HCIN system associated with establishing and maintaining its connection to the system during these six months. Additional costs projected for NMC not covered under this agreement are expected to be the cost of one or two full-time Spanish interpreters at NMC needed to provide the bulk of interpretation in Spanish to NMC patients and the required work stations for those interpreters, costs of IT department configuration of VLAN within NMC facilities to support the HCIN private network, costs of any additional switches needed to support the open data ports for videoconferencing equipment connected to the HCIN system, costs of analog telephone connections to the system, more T1 circuits if necessary, above the one T-1 circuit that is included in the free access, and NMC project management staffing and the costs of interpretation provided by other HCIN hospitals consistent with HCIN billing agreements. Commercial language services are also expected to increase at NMC because of the automated connection of requests for interpretation which are rolled over to a commercial over the phone language service provider.
4. At the completion of the six month trial period, NMC shall determine if it wishes to continue participation in the HCIN network. Should it opt to continue participation, it shall be responsible for the regular cost of participation prorated for the remainder of the participation year. Should it decline to continue participation, the connection with the HCIN system will be removed, and all hardware related to the connection to this system (router/gateway and firewall provided by the HCIN system, and other donated equipment) shall be returned to the HCIN.
5. NMC shall be able to exchange services with other participating hospitals within the HCIN system in whatever manner is agreed to by the HCIN Program Committee consistent with the rate of exchange and billing process of HCIN (HCIN hospitals currently offer to each other access to interpreters within their system at \$.75 per minute for spoken languages and \$2.90 - \$3.35 per minute for American Sign Language (ASL), reports on usage are generated monthly, and bills are generated at the third quarter by the HCIN system). A representative of NMC shall be invited to participate in the HCIN Program Committee during the course of its participation in this trial program.

6. NMC shall receive the following equipment and services provided by grant funding from the California HealthCare Foundation to the HCIN:

- Router/Gateway, and Firewall to establish connection to the HCIN system
- One 1.54 Mb T1 Connection to the HCIN system for the duration of the 6 mo. Trial period
- 1 Polycom VSX 3000 for CallManager on mobile cart or wall mounted
- 9 Clinical Video Units on mobile carts or wall mounted
- 1 Cisco 7985 Videophone, with headset for the interpreter
- 1 Clinical Video Unit/Battery Cart
- 2 Polycom Soundstation 2W with external microphone telephones on carts
- 20 Panasonic single or dual cordless handset telephones
- 30 splitters w dual handsets
- 60 hours of Planning services of Paras and Associates to target appropriate locations for provided equipment (including 30 hours on site planning)
- Connection services of Paras and Associates to build the connection between the hospital and the HCIN network including installation of router, gateway, and firewall
- 200 hours of installation and training services of Paras and Associates to place provided equipment in agreed upon locations and train Fresno Community Medical Centers staff in the use of the equipment and protocols of working with interpreters (including 100 hours of on site installation and training services)
- 20 hours of training of NMC interpreter services staff and IT staff in the support of the services and equipment provided (including 10 hours of on site training)
- Additional hours of program or IT installation or training time can be purchased at a negotiated public hospital rate.

All donated equipment is owned by NMC ; but under the terms of the donation and grant the equipment must be utilized for the purposes of the video interpretation service. All equipment is managed and serviced by NMC with the exception of the Router/ Gateway which is managed by HCIN.

7. NMC shall support the installation of provided equipment and services through agreement to support the installation of these services during the term of this agreement. It shall also support this installation through timely responses to requests for information, scheduling the installation of the connection to the HCIN system, seating of necessary qualified Spanish interpreters within NMC per HCIN program rules, IT support to the T1 connection and router/gateway and firewall installation, IT setting of internal VLAN to the HCIN system and activation of necessary ports for the installation of video devices, ordering and installation of necessary analog telephone lines to support gateway connection and in locations of Polycom and Panasonic telephone devices.

EXHIBIT B
INSURANCE JUSTIFICATION

Vendor/Contractor Name: HCIM

Automobile Liability Insurance Endorsement

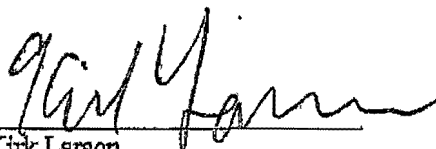
Business Justification:

Business Automobile Liability Insurance is not required. The use of an automobile is not included in or necessary to the performance of the scope of services required by this Agreement. The vendor does not drive on the NMC Campus as part of the Agreement. Therefore, the hospital does not foresee any potential liability risks associate with this justification.

Workers' Compensation Insurance Requirements

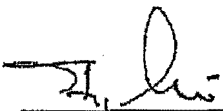
Business Justification:

The vendor has no employees at this time. However, in the event the vendor hires an employee(s), vendor agrees to obtain Workers' Compensation Insurance coverage pursuant to this Agreement.



Kirk Larson
Chief Information Officer

Date: 5-18-09



Harry Weis
Chief Financial Officer

Date: 5/18/09