

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN PROPIO LS, LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
OVER THE PHONE (OPI), VIDEO REMOTE INTERPRETER (VRI) AND LANGUAGE
ASSESSMENT SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on January 1, 2024 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Propio LS, LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for On-demand Over the Phone Interpretation Services with a term January 1, 2024 through June 30, 2024 and a total Agreement amount not to exceed \$30,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement effective March 1, 2024 to extend the term for an additional two (2) year period through June 30, 2026 for a revised full Agreement term of January 1, 2024 through June 30, 2026 to allow for services to continue with additions to the original scope of services/payment provisions attached hereto as "Exhibit A-1 per Amendment No. 1" with a \$100,000 increase to the amount payable for the added services for a total Agreement amount not to exceed \$130,000.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
"COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$130,000."
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from January 1, 2024 through June 30, 2026 unless sooner terminated pursuant to the terms of this Agreement."
3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
***"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
~~Exhibit A: Scope of Services/Payment Provisions~~
Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1."***
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective March 1, 2024.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

DocuSigned by:
By: Charles Harris
4E4F837D204E481...
Charles R. Harris, CEO

Date: 2/22/2024 | 5:32 PM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 2/22/2024 | 11:49 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79CF84567464F6...
Monterey County Deputy Auditor/Controller

Date: 2/22/2024 | 1:50 PM PST

CONTRACTOR

Propio LS, LLC
CONTRACTOR's Business Name
See instructions below

By: Marco Assis
(Signature of: Chair, President, or Vice-President)

Marco Assis CEO
Name and Title

Date: 02 / 15 / 2024

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

Marco Assis CEO
Name and Title

Date: 02 / 15 / 2024

*****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 an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Exhibit A-1: Revised Scope of Services/Payment Provisions As Per Amendment No.1

Effective March 1, 2024

I. Description of All Services to be Render by CONTRACTOR:

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION

- a. CONTRACTOR provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.
- b. Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. CONTRACTOR connects participants with a first in queue process.
- c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.
- d. Each call placed internationally will incur an additional charge.

2. SCHEDULED OVER-THE-PHONE INTERPRETATION

- a. COUNTY may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time-- whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.
- b. Service requests should be placed a minimum of 24 hours in advance.
- c. Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3. ON-DEMAND VIDEO INTERPRETATION

- a. On-demand video interpretation is performed on the Propio One platform.
- b. Connect time is considered to begin from the instant the language and client account number is identified to the time an interpreter accepts the call to begin the service request. Propio connects participants on a first in queue process.
- c. Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

4. LANGUAGE PROFICIENCY TESTING(LPT)

Language Proficiency Test for the requested language and rated on the Interagency Language Roundtable (ILR) scale. The test measures the fluency and familiarity with the tested language. A certificate with a score and proficiency explanation will be issued.

LPT Prep: No special preparation is required for this assessment since there are no right or wrong answers. Our Team will not grade the content of your answers, only the way you use the language.

- Total amount of questions: 10
- Test length: 30 minutes approx.

Propio offers two different assessment modalities:

Live LPT (Spanish & English Only) – Candidates and/or requesting agencies receive an email

invitation with the assessment's name and a Calendly link for them to self-schedule the test. The test is conducted via Teams and proctored by an evaluator (Microphone and Camera are required).

We brief candidates on how the test will be conducted. This includes camera requirements (always on), how the test is being recorded, length of the assessment, required length for each response and type of questions being asked (open-ended).

Virtual LPT – Candidates and/or requesting agencies receive an email invitation with the assessment's name and a *Hireflix link for them to take the test. Since it is a pre-recorded test, it can be taken anytime. (Microphone and Camera are required)

The email invitation includes a description of what the test consists of and states how each response/rendition is recorded; therefore, their cameras must be always on. The candidate is also advised how much time they have to complete the test and the recommended environment to take it. In addition to these instructions, the first video they see before starting the test goes over each of these again and provides other important instructions.

*Hireflix is the test site/app used for virtual assessments.

5. MEDICAL TERMINOLOGY ASSESSMENT(MTA)

Proctored online test to measure medical terminology knowledge in both working languages that include multiple choice, true or false, select the correct answer and match.

Now available for English/Spanish (more to come).

Who administers the assessments?

Specially trained and experienced interpreters, who have undergone intensive training in test delivery and rating. These evaluators have a rich variety of professional qualifications, backed by years of experience in the interpreting field.

Languages Available for Testing LPT:

Amharic	Cape Verdean	Karen	Pashto	Swahili
Arabic	Catalan	Khmer	Polish	Tigrinya
Armenian	Dari	Kinyarwanda	Portuguese	Ukrainian
Bengali	Farsi	Korean	Punjabi	Urdu
Bosnian	French	Mandarin	Romanian	Vietnamese
Burmese	Haitian Creole	Marshallese	Russian	
Cambodian	Hindi	Moldovan	Somali	
Cantonese	Hmong	Nepali	Spanish	

TESTING POLICIES

A candidate can reschedule the appointment at any time before the time of the test with no penalty.

Cancellations made 2 hours or less before the scheduled time will be subject to a rebooking fee of \$50.

Cancellations made sooner than 2 hours before a scheduled test will be processed without penalty.

No-Shows will be invoiced for the full fee of the test.

Candidates with suspicion of cheating will be disqualified and a full fee will be charged.

II. Pricing/Fees:

On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	\$.50	Per minute
Non-Spanish*	\$.77	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	N/A	Per minute (in addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	\$.78	Per minute
Non-Spanish*	\$.78	Per minute
American Sign Language (ASL)	\$1.29	Per minute
ASSESSMENT AND TESTING		COST
INTERPRETATION		
Language – Language Proficiency Test	\$50	Per Language
Language – Medical Terminology Assessment (MTA)*	\$100	Per Test
*Available English/Spanish (More to be added)		

- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.