

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN HEALTH CARE INTERPRETER NETWORK AND
NATIVIDAD MEDICAL CENTER
FOR
SHARED INTERPRETER SERVICES**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on July 1, 2015 is entered into by and between the County of Monterey (hereinafter “COUNTY”), on behalf of Natividad Medical Center (hereinafter “NMC”), and **Health Care Interpreter Network** (hereinafter “CONTRACTOR”). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the “Parties”, with respect to the following:

RECITALS

WHEREAS, the County of Monterey, on behalf of Natividad Medical Center and Health Care Interpreter Network entered into an Agreement for shared interpreter services with a term July 1, 2015 through June 30, 2018 and a total Agreement amount not to exceed \$195,000; and

WHEREAS, the Parties amended the Agreement on May 10, 2017 via Amendment No. 1 to include video units for live streaming to the original Scope of Services (Exhibit A of original Agreement) attached to Amendment No. 1 as “Exhibit A-1 per Amendment No. 1” with no changes to the term date or to the total Agreement amount; and

WHEREAS, the Parties amended the Agreement on April 18, 2018 via Amendment No. 2 to extend the term for an additional three year period through June 30, 2021 with revisions to the equipment fees attached to Amendment No. 2 as “Exhibit A-2 per Amendment No. 2”, to include an updated Business Associate Agreement as an attachment to the Agreement, and with an increase of \$195,000, thereby increasing the total Agreement amount to \$390,000; and

WHEREAS, the Parties currently wish to amend the Agreement to allow for services to continue as per the revised Scope of Services attached hereto as “Exhibit A-3 per Amendment No. 3” with no extension to the term and with a \$50,000 increase for a revised total Agreement amount not to exceed \$440,000.

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 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. **The first sentence of Section 1 titled, “GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED” shall be amended by removing:**

“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.”

and replacing it with:

“NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-3 as per Amendment No. 3 attached hereto this Amendment No. 3 in conformity with the terms of the Agreement.”

2. **Section 2 titled, "PAYMENTS BY NMC" shall be amended by removing:**

"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 \$390,000."

and replacing it with:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-3 as per Amendment No. 3 attached hereto this Amendment No. 3, 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 \$440,000."

3. **Section 4 titled, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended by removing 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-2: Revised Equipment Fees

Exhibit B: Insurance Modification Justification

Exhibit C: Business Associate Agreement"

and replacing it with:

"the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A-3: Revised Scope of Services/Payment Provisions as per Amendment No. 3

Exhibit B: Insurance Modification Justification

Exhibit C: Business Associate Agreement"

4. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1 and Amendment No. 2.
5. A copy of this Amendment No. 3 shall be attached to the original Agreement.
6. This Amendment No. 3 shall be effective when signed by both Parties.

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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Name

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller

Name

Date: _____

CONTRACTOR

Health Care Interpreter Network

CONTRACTOR's Business Name

**Signature instructions below*

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

Name and Title

Date: _____

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

Name and Title

Date: _____

****Signature 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 (2 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 (2 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 (1 signature required).

EXHIBIT A-3
Revised Scope of Services/Payment Provision per Amendment No. 3

Health Care Interpreter Network (HCIN), hereinafter referred to as “**CONTRACTOR**”, is a cooperative of California and Affiliated U.S. health care organizations (hospitals and clinics) sharing trained healthcare interpreters through an automated video/voice call center system. HCIN provides Natividad Medical Center, hereinafter referred to as “**NMC**”, with video conferencing devices and various forms of telephone interpreter services within seconds via an interpreter on HCIN’s network 24/7.

A. SERVICE AND DELIVERABLES

A.1 CONTRACTOR Obligations:

- a.** CONTRACTOR shall be responsible for maintaining their own video system platform, confirming that the interpreters that are shared on the network meet the qualifications as required by the HCIN Program Committee.
- b.** CONTRACTOR shall configure the Call Center to incorporate access for NMC. CONTRACTOR shall also provide NMC Interpreter Services Director a monthly report summarizing the previous month’s activity which will include a detailed list of all calls routed through HCIN’s network for NMC.
- c.** CONTRACTOR shall provide automated routing of video and telephone interpretation requests received from NMC staff and physicians to NMC interpreters and HCIN interpreters.
- d.** CONTRACTOR shall provide the same video streaming on the iPad as provided on the Cisco Video Phone and at the same cost. Interpreter video streaming shall be available on iPad during the same hours of operation as the Cisco Video Phone units.

A.2 NMC Obligations:

- a.** NMC shall ensure that the equipment is maintained and in good working condition at all times and will only be used for connection to HCIN’s network.
- b.** NMC shall notify CONTRACTOR of any problems that cannot be handled by NMC IT staff.

B. PAYMENT PROVISIONS

B.1 Annual Membership Fee and Service Fee per Minute

Annual Membership/Connection Fee	\$40,000
Exchange of Minutes:	
NMC shall be able to exchange services with other participating hospitals within HCIN's network 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 Kern Medical Center for medical interpretation provided by Kern 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	

B.2 Scheduled Appointment Service Billing Rate

Scheduled Appointments: One hour minimum at **\$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 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.

B.3 Equipment Purchase Pricing:

Please note that if the equipment is connected to your T-1 line then there is no set up fee listed below. Pricing below does not include shipping and handling fees, or sales tax.

EQUIPMENT PURCHASED BY NMC UNDER THIS AGREEMENT:

<u>Equipment/Related Fees:</u>	<u>Unit Price:</u>
Cisco 9971 Videophone	\$ 965
With 1 Year Premium Service	\$ 30
Call Manager License Fee	\$ 230
One-Time Set-Up Fee	\$ 275
Agent License Fee (if used as an interpreter station)	\$ 1155
Compucaddy Cart for 9971 with pneumatic lift	\$ 625
Compucaddy Cart Basket	\$ 65
Compucaddy Combination Lock	\$ 40
Hospital Grade 10' Power Cord	\$ 30
Or	
Compucaddy Retractable Electric Cord for Cart	\$ 248

Equipment/Related Fees:**Unit Price:**

Cisco DX 70 Videophone	\$ 2145
With 1 Year Premium Service	\$ 186
Call Manager License Fee	\$ 230
One-Time Set-up Fee	\$ 275
Agent License Fee (if used as an interpreter station)	\$ 1155
Compucaddy Cart for DX 70 with pneumatic lift	\$ 675
Bixpower LiOn Batter (30 day warranty only)	\$ 250
Compucaddy Cart Basket	\$ 65
Compucaddy Combination Lock	\$ 40
Hospital Grade 10' Cord	\$ 30
Or	
Compucaddy Retractable Electric Cord for Cart	\$ 248
iPad "Air" WiFi 16 GB	\$ 370
Recycle Fee	\$ 5
With 2 year Apple Care	\$ 99
Call Manager License Fee	\$ 230
One-Time Set-up Fee	\$ 275
Cart with Locking System	\$ 945
iPad Speaker Kit (30 day warranty only)	\$ 90
Optional Configuration Fee	\$ 200

ADDITIONAL EQUIPMENT PLUS WARRANTY PURCHASED VIA AMENDMENT 3 (Cisco DX80 Wireless Mobile Video Unit for Clinical Use):

Cisco DX80 Videophone	\$ 3199
With 1-year Premium Service	\$ 340
Call Manager License Fee	\$ 230
Compucaddy Cart for Cisco DX80 with pneumatic lift	\$ 750
Bixpower LiOn Battery (30 day warranty only)	\$ 250
Cable Combination Lock	\$ 40
Hospital Grade 10' power cord	\$ 30