

**AMENDMENT NO. 2
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. 2 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 amended the Agreement on February 22, 2024 via Amendment No. 1 to extend the term for an additional two year period through June 30, 2026 with additions to the scope of work and to add an additional \$100,000 for added services, thereby increasing the total Agreement amount to \$130,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through June 30, 2027 for a revised full agreement term of January 1, 2024 through June 30 2027 to allow for services to continue with revisions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" with a \$220,00 increase for a revised total Agreement amount not to exceed \$350,000.

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. 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-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$350,000."
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, 2027 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-1: revised Scope of Services/Payment Provisions as per Amendment No. 1~~***

Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2.”

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, and Amendment No. 2.
5. A copy of this Amendment No. 2 shall be attached to the Agreement.
6. This Amendment No. 2 shall be effective July 1, 2025

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. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
698D21D44C4341D
Monterey County Deputy County Counsel

Date: 6/26/2025 | 6:15 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
F79EF64B67454E6
Monterey County Deputy Auditor/Controller

Date: 6/27/2025 | 10:09 AM PDT

CONTRACTOR

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

By: Joe Samoszenko
Joe Samoszenko (Jun 16, 2025 11:11 CDT)
(Signature of: Chair, President, or Vice-President)

Joe Samoszenko, President

Name and Title
Date: **06/16/2025**

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

Christopher Pesce

Name and Title
Date: **06/05/2025**

*****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-2: Revised Services/Payment Provisions As Per Amendment No.2

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. Service Description for WorkforceOS: Interpreter Management Platform. Client can manage its on-site interpretation needs using WorkforceOS. WorkforceOS allows Client to manage interpreter profiles, track and manage interpreter compliance, administer interpreter scheduling, and provide data for invoicing. Clients may use WorkforceOS to manage their own interpreters, third party interpreters, or both, and prioritize inbound calls to route to Client's interpreters.

Client shall have access to WorkforceOS for the duration of the Agreement. There are no

limitations on the number of users, personnel records, or data storage consumed by Client. Client's dedicated WorkforceOS environment is accessible as a cloud application via Internet browser or using the mobile application.

2. WorkforceOS Fees. The monthly fee for WorkforceOS has been waived, and in lieu of the monthly fee, the new on-demand rates reflected below will be used for Client. Additionally, clients may use WorkforceOS to deliver their own or a third party's interpretation services for \$0.10 per minute.

3. Scope.

1. Assessment for interpreters:

a. Skills Assessment (ISA)

- | | |
|------------------------|--|
| i. Live test | iv. Protocols |
| ii. Consecutive mode | v. Medical vocabulary |
| iii. Skills and ethics | vi. ILR interpreter performance rating |

b. Language Proficiency Test (LPT)

- i. Video recorded test
- ii. One test per language
- iii. ILR Scores
- iv. Candidate's picture on certificate (when available)

c. Medical Terminology Comprehension Test (MTC)

- i. Online test
- ii. Included but not limited to child health, immunizations, sexually transmitted infections, prenatal/birth control, and covid related testing/vaccines

2. Assessment for translators:

- | | |
|----------------------------|---------------------|
| a. Translation Test | g. Domain knowledge |
| b. Accuracy | h. Spelling |
| c. Grammatical correctness | |
| d. Consistency | i. Punctuation |
| e. Following instructions | j. Readability |

f. Usage of proper terminology

3. Administered by specifically trained and experienced interpreters and linguists, who have:

- a. Undergone intensive training in test delivery and rating.
- b. Have rich variety of professional qualifications, backed by years of experience in the interpreting and translation field.

1. Schedule:

1. The following information should be provided to Propio in writing with a minimum 72-hour notice to pre-schedule the assessment. Propio will work to accommodate requested date and time but commit to completing the assessment within 72-hour business hours.
 - a. Requested date and start time for assessment
 - b. Candidate's full name and email address
 - c. List of language/s to be tested
 - d. Target industry (healthcare, legal, education, etc.)
2. Assessment results provided within 72 business hours of completion.
 - a. Overall score
 - b. Performance feedback

II. Pricing/Fees:

Workforce OS Interpreter Scheduling Software	Unlimited
Implementation	\$0.00
Admin Users (up to)	Unlimited
Workforce Users (up to)	Unlimited
User Fee	\$0.00
Software Fee	0.00
Total Monthly Charge	\$0.00

REMOTE INTERPRETATION FEES

Over-the-Phone Interpretation to English	
Spanish	\$0.45/minute
Non-Spanish	\$0.77/minute
On-Demand Video Interpretation to English	
Spanish	\$0.78/minute
Non-Spanish	\$0.78/minute
American Sign Language (ASL)	\$1.29/minute
3rd Party Dial Out Fee	
All Spoken Languages	\$0.99/call

LANGUAGE PROFICIENCY TEST FEES

ASSESSMENT AND TESTING	Cost	Units	Total Cost
INTERPRETATION			
Skills – Interpreter Skills Assessment (ISA) – Includes LPT	\$100	1	\$100
Language – Language Proficiency Test – Per language	\$50	1	\$50
Knowledge – Medical Terminology Comprehension (MTC)	\$100	1	\$100
TRANSLATION			
Translation Test (English<>non-English)	\$150	1	\$150
* Fees for assessments and testing are non-refundable.			

- 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.