

**RENEWAL AND AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CyraCom International AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Language Interpretation Services**

This Renewal and Amendment No. 5 to Professional Services Agreement ("Agreement"), dated July 1, 2008, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CyraCom International (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2009 via Amendment No. 1, on July 1, 2010 via Amendment No. 2, on July 1, 2011 via Amendment No. 3 and on July 1, 2012 via Amendment No.4; 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 by \$50,000 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. MYA447).
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 \$15,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA447) shall not exceed the total sum of \$171,000 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 July 1, 2008 to June 30, 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2008 to June 30, 2015 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, 2, 3, and 4 are unchanged and unaffected by this Renewal and Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No. 5 and all previous amendments shall be attached to the original Agreement (No. MYA447).
6. The effective date of this Renewal and Amendment No. 5 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: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Harry Weis, NMC Chief Executive Officer

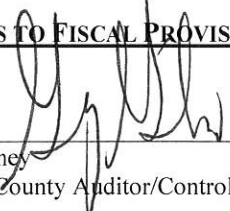
Date: 11/26/13

**APPROVED AS TO LEGAL PROVISIONS**

By:  \_\_\_\_\_  
Anne Brauer  
Monterey County, Deputy County Counsel

Date: Dec. 6, 2013


**APPROVED AS TO FISCAL PROVISIONS**

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

Date: 12-9-13

**Contractor**

CyraCom International, Inc.  
**Contractor's Business Name\*\*\*** (see instructions)

 \_\_\_\_\_  
Signature of Chair, President, or Vice-President

Stephen McNeil, VP of Sales  
Name and Title

Date: \_\_\_\_\_

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

Susan Sweeney CFO & Secretary  
Name and Title

Date: 11/7/13

**\*\*\*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)

114A-447

Sign In



COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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File #:	A 12-036	Version: 1	Name:	CyraCom International
Type:	BoS Agreement		Status:	Passed
File created:	4/18/2012	In control:	Board of Supervisors	
On agenda:	5/8/2012	Final action:	5/8/2012	

Title: Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. Four to the Agreement (A-11512) with CyraCom International for Language Interpretation Services at NMC, extending the Agreement to June 30, 2013 and adding \$20,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$121,000 in the aggregate.

Attachments: [CyraCom, Board Order A 12-036](#)

History (1) Text

**Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. Four to the Agreement (A-11512) with CyraCom International for Language Interpretation Services at NMC, extending the Agreement to June 30, 2013 and adding \$20,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$121,000 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. Four to the Agreement (A-11512) with CyraCom International for Language Interpretation Services at NMC, extending the Agreement to June 30, 2013 and adding \$20,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$121,000 in the aggregate.

**SUMMARY/DISCUSSION:**

CyraCom International Inc. provides on-demand, over-the-phone interpretation services to Natividad NMC's healthcare providers allowing them to communicate with their patients in a safe, secure and professional environment. The service is available 24/7 in 150 languages and serves as a safety net to providers when all other resources have been exhausted.

NMC entered into an agreement (#A-11512) with CyraCom International Inc., in 2008 to provide telephonic interpretation to our providers and their patients. 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 the 2012-2013 Fiscal Year.

**[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.

**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 \$20,000 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, 2, 3, and 4



## Monterey County

18  
168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5841

### Board Order

#### BoS Agreement: A-11512

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. Four to the Agreement (A-11512) with CyraCom International for Language Interpretation Services at NMC, extending the Agreement to June 30, 2013 and adding \$20,000 for Fiscal Year (FY) 2012-13 for a revised total Agreement amount not to exceed \$121,000 in the aggregate.

PASSED AND ADOPTED on this 8<sup>th</sup> day of May 2012, by the following vote, to-wit:

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

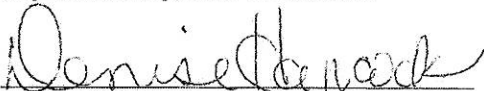
NOES: None

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 May 8, 2012.

Dated: May 14, 2012  
File Number: A 12-036

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

By   
Deputy

**AMENDMENT NO. 4  
FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CyraCom International AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Language Interpretation Services**

The parties to Professional Services Agreement ("Agreement"), dated July 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CyraCom International (Contractor), hereby agree to amend their Agreement (No. A-11512) 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, 2009 via Amendment No. 1, on July 1, 2010 via Amendment No. 2, and on July 1, 2011 via Amendment No.3.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-11512).
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 \$15,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11512) shall not exceed the total sum of \$121,000 for the full term of the Agreement and \$20,000 for fiscal year 2012-2013.*"
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2008 to June 30, 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2008 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 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.
5. A copy of this Amendment [and all previous amendments] shall be attached to the original Agreement (No. A-11512).
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.

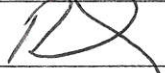
CONTRACTOR CyraCom

Signature 1 

Dated 3/20/2012

Printed Name Susan Sweeney

Title CFO

Signature 2 

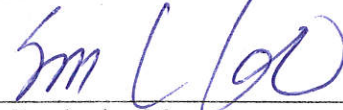
Dated 3/21/12

Printed Name Ryan Hintz

Title Controller

\*\*\*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 6-30-12

Signature   
NMC - CEO

Dated 4/3/12

Approved as to Legality and Legal Form:

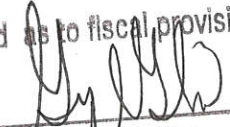
Charles J. McKee, County Counsel

By 

Stacy Saetta, Deputy  
Attorneys for County and NMC

Dated: 4/5, 2012

Reviewed as to fiscal provisions

  
Auditor-Controller  
County of Monterey

4-6-12

**RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN CyraCom International AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Language Interpretation Services**

The parties to Professional Service Agreement, dated July 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CyraCom International (Contractor), hereby agree to renew their Agreement No. (SC891) 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. (A-11512).
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. (A-11512) shall not exceed the total sum of \$101,000 for the full term of the Agreement and \$30,000 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. (A-11512).

**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** CyraCom International, Inc.

Signature 1 

Dated April 29, 2011

Printed Name Susan Sweeney

Title Chief Financial Officer

Signature 2 

Dated 04/29/11

Printed Name Christopher Patten

Title Chief Technology Officer

*\*\*\*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   
NMC - CEO

Dated 5/9/11

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

By   
Stacy Saetta, Deputy  
Attorneys for County and NMC

Reviewed as to fiscal provisions  
  
Auditor-Controller  
County of Monterey

Dated: 5/20, 2011




**RENEWAL AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN CyraCom International AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Language Interpretation Service**

The parties to Professional Service Agreement, dated July 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CyraCom International (Contractor), hereby agree to renew their Agreement No. (BPO1633) on the following amended terms and conditions:



1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO1633).
2. This Renewal Amendment shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO1633) shall not exceed the total sum of \$71,000 for the full term of the Agreement and \$40,000 for fiscal year 2010-2011.
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. (BPO1633).

**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**

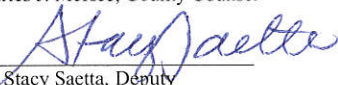
Signature  Dated 05/11/2010  
 Printed Name Susan Sweeney Title CFO

**NATIVIDAD MEDICAL CENTER**

Signature  Dated 6-2-10  
 Purchasing Manager  
 Signature  Dated 5/10/10  
 NMC - CEO

**Approved as to Legal Form:**

Charles J. McKee, County Counsel

By   
 Stacy Saetta, Deputy  
 Attorneys for County and NMC

Dated: 5/17, 2010

Reviewed as to fiscal provisions  
  
 Auditor-Controller  
 County of Monterey 5-17-10

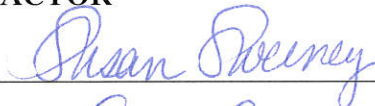
**RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN CyraCom International AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Phase 1 Implementation Separation SERVICES**

The parties to Professional Service Agreement, dated July 1, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and CyraCom International (Contractor), hereby agree to renew their Agreement No. (A-11512) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11512).
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (A-11512) shall not exceed the total sum of \$31,000 for the full term of the Agreement and \$31,000 for fiscal year 2009-2010.
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. (A-11512).

**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**

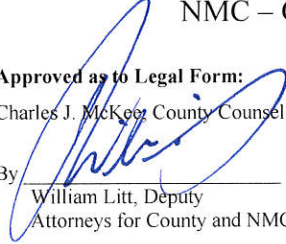
Signature  Dated 10/15/09  
 Printed Name SUSAN Sweeney Title CFO

**NATIVIDAD MEDICAL CENTER**

Signature  Dated 11/3/09  
 Purchasing Manager

Signature  Dated 10/27/09  
 NMC - CEO

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

By   
 William Litt, Deputy  
 Attorneys for County and NMC

Reviewed as to fiscal provisions  
  
 Auditor-Controller  
 County of Monterey 10-30-09  
 Dated: 10/30, 2009


**Natividad** MEDICAL CENTER

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 CyraCom International

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: Language Interpretation 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 \$15,000
2. TERM OF AGREEMENT. The term of this Agreement is from Jul 1, 2008 to Jun 30, 2010 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 loss, 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.

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 than 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.

FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager	FOR CONTRACTOR:
Name	<u>Contracts Administrator</u> Name and Title
1441 Constitution Blvd. Salinas, CA. 93906 Address	<u>5780 N. SWAN RD, TUCSON, AZ 85718</u> Address
831.755.4111 Phone	<u>800-713-4950</u> Phone

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: 5/31/09

By: [Signature] *For Bill Kelly*  
Department Head (if applicable)

Date: MAR 04 2009

By: [Signature]  
William Litt  
Deputy County Counsel

Date: 6/30/09

Approved as to Fiscal Provisions  
By: [Signature]  
Auditor/Controller

Date: 7-09

CONTRACTOR

Cyra Com Internacional, Inc.  
Contractor's Business Name\*\*\*

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

Jeremy Woan, President & CEO  
Name and Title

Date: 12/23/08

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

Susan Sweeney, CFO  
Name and Title

Date: 12/23/08

\*\*\*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.



## SERVICE AGREEMENT

CyraCom International, Inc. ("CyraCom") having offices located at 5780 N. Swan Road, Tucson, AZ 85718, and Natividad Medical Center (the "Customer") having offices located at 1441 Constitution Blvd., Salinas, CA 93906 agree to the following terms and conditions for the use of CyraCom's Transparent Language Services® (the "Interpretation Service") and the use of ClearLink® VT-802 or equivalent phones (ClearLink® Phones) provided by CyraCom to the Customer.

**1. Introduction:** In this Service Agreement, including any exhibits and schedules (this "Agreement"), "you" and "your" refer to the Customer and "our" and "us" refer to CyraCom. This Agreement explains our obligations to you and your obligations to us in your use of our Interpretation Service and any ClearLink® Phones provided by us to you. "ClearLink® Phones" means ClearLink® Phones.

**2. Provision of Interpretation Service and ClearLink® Phones:** We will, from time to time and at no additional charge to you, provide such installation, training (including training support material), billing and service usage reporting, compliance assistance (including compliance material), periodic servicing and compliance monitoring and reporting services as it deems advisable or necessary for you to enjoy the proper use and benefits of the Interpretation Service. In addition, we will make available to you, at no additional charge to you, our toll-free customer support, which is available 24 hours per day, 365 days per year. We may, from time to time during the term of this Agreement, provide you with one or more ClearLink® Phone units to access the Interpretation Service. We will provide you with "one touch" access to the Interpretation Service using ClearLink® Phones at no additional charge to you other than the charges set forth in this Agreement. We will also provide regular and routine maintenance on ClearLink® Phones at the per unit per month charges set forth in Exhibit A. Such maintenance shall include installation, maintenance of the dual handsets and maintenance of the button for "one touch" access to the Interpretation Service.

**2a. Document Translation Services:** CyraCom is a vendor of document translation services. These services are available to all entities within Natividad Medical Center as listed in the attached facilities list provided to CyraCom by Natividad Medical Center at the time of execution of this agreement and as amended periodically during the term of this agreement. Pricing is set forth in Exhibit B.

**2b. Testing and Training Services:** CyraCom is a vendor for any language or interpreter related testing and training services. These services are available to all entities within Natividad Medical Center as listed in the attached facilities list provided to CyraCom by Natividad Medical Center at the time of execution of this agreement and as amended periodically during the term of this agreement. Pricing is set forth in Exhibit C.

**3. Commencement, Termination:** The term of this Agreement shall be for a period of two (2) years commencing on July 01, 2008 and terminating on June 30, 2010, (the "Initial Term"), unless sooner terminated as provided elsewhere in this Agreement. CyraCom reserves the right to terminate this Agreement upon notice to Customer at any time upon Customer's breach of the terms hereof. You agree that ClearLink® Phones are the property of CyraCom and must be returned to CyraCom at your cost within thirty (30) calendar days following the date of termination of this Agreement. You will pay us one hundred and twenty five dollars (\$125.00) per ClearLink® Phone not returned within said thirty (30) day period. This Agreement shall not be effective until signed by CyraCom at its offices in Tucson, Arizona or by any of its authorized representatives.

**4. Use of Service:** You, your agents, your employees and other permitted users may use ClearLink® Phones to access the Interpretation Service. We will provide you, at no additional charge to you, with as many individual account PIN access cards as are necessary for you to permit your employees, agents and other permitted users of the Interpretation Service to access and use the Interpretation Service. You acknowledge that ClearLink® Phones can only be used to access CyraCom's Interpretation Service. You shall not make any alterations, additions or improvement to ClearLink® Phones without prior written approval of CyraCom. Any such alterations, additions or improvements to ClearLink® Phones shall belong to CyraCom. You shall comply with all laws relating to your possession or use of ClearLink® Phones. You agree that ClearLink® Phones will be kept at your address. CyraCom may, with advance notice, enter the premises where ClearLink® Phones are located during regular business hours to inspect ClearLink® Phones. You are solely responsible for the use of your identification number(s) by you, your agents, your employees and any other permitted user. You are also responsible for all charges resulting from any unauthorized use of your identification number(s). The following uses of Interpretation Service are prohibited: (i) the transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii) the transfer of any information or technology abroad in violation of any applicable export law or regulation; (iv) a violation of any telecommunications regulation regarding the use of the telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other message specified therein; (v) making libelous or slanderous statement; or (vi) a violation of any other applicable statute or government rule or regulation, state or federal.

**5. Charges, Invoices and Payments:** You agree to pay all charges according to the schedules set forth in Exhibits A, B, and C. We will invoice you after the end of each monthly billing period for all use of the Interpretation Service during such billing period, together with any maintenance charges or other charges set forth on Exhibit A that have accrued during such billing period. Charges for interpretation minutes during such period shall be based on the flat rate per minute set forth on Exhibit A corresponding to the volume of interpretation minutes used by you during such month, regardless of the languages involved. Any additional charges set forth on Exhibit A shall be in addition to the charges for interpretation minutes. Document translation or Testing and Training services will be billed upon completion of the specific project, based on the rates set forth on Exhibits B and C. Payment terms located in Section 5 of the County's Professional Service Agreement is in effect.

**6. Insurance Requirements:** Insurance requirements located in Section 8 of the County's Professional Service Agreement will be in effect.

**6a. Minimum Coverage:** CyraCom shall maintain insurance providing coverage with limits of liability not less than those set forth below:

A. Commercial General Liability – Occurrence Form. Coverage shall include bodily injury, property damage, personal injury and broad form contractual liability coverage not less than the following amounts:

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Damage (Any one fire)	\$100,000

B. Errors and Omissions Insurance. Coverage for errors and omissions shall be in an amount not less than \$10,000,000.

C. Worker's Compensation. All employees of CyraCom will be covered by Worker's Compensation insurance with a limit of not less than \$1,000,000 of employer's liability.

**6b. Prior Notice of Changes:** No insurance policy required under this Agreement shall be suspended, voided, non-renewed, or reduced in coverage or in limits without thirty (30) days' prior written notice to Customer.

**6c. Acceptability of Insurers:** All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII.

**6d. Verification of Coverage:** Upon Customer's written request, CyraCom shall furnish Customer copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer, as evidence of CyraCom's compliance with this Section 6.

**7. Warranty; Disclaimer of Warranty and Limitations of Remedies:** CyraCom warrants that ClearLink® Phones will be free from defects in materials and workmanship during the term of the Agreement except for ClearLink® Phones (i) that have been altered or modified by you without the approval of CyraCom, (ii) that are used by person or entity other than Customer or other permitted users, or (iii) that are used at any time during which any past due invoice hereunder has not been paid in full. In the event of any breach of such warranty, CyraCom may, at its option, repair or replace the defective ClearLink® Phones. CyraCom's entire liability and your exclusive remedy for damages or loss caused by defect or failure of ClearLink® Phones, whether for breach or in tort, including but not limited to negligence, shall be limited to the repair or replacement of ClearLink® Phones, at CyraCom's option. CyraCom warrants that Interpretation Services and Translation Services will be performed in a professional and workmanlike manner by translators and interpreters with appropriate skills, qualifications and reliability. Customer recognizes that interpretations and translations are subject to human interpretation and therefore CyraCom makes no representation or warranty as to the accuracy of any interpretation or translation. Customer acknowledges that CyraCom shall not be liable for any failure of or interruption to Interpretation Service due to the failure of any telecommunications facilities beyond CyraCom's control. Beyond the limits of its insurance coverage, CyraCom shall not be liable to anyone for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of your use of Translation Services, Interpretation Service or ClearLink® Phones or any failure to connect with the Interpretation Service, however it arises, whether for breach or in tort, even if CyraCom has been previously advised of such damage.

**7a. Document Translation Services Quality Assurance:** CyraCom uses its commercially reasonable best efforts to find, qualify (through reference checks, submission of samples, and/or test translations), and contract highly qualified translators. Every translation goes through a proof and edit process with a qualified language-specific editor, and CyraCom's Translations Department provides a final format proof and edit prior to delivery to the Customer. Unless specified in the Customer's requirements, the reading level of the translation will approximate the reading level of the original document. Because language, and thus language translation, is generally regarded as a skilled art, errors are possible regardless of all quality assurance efforts. Where errors or omissions occur CyraCom will make every effort to revise and re-proof translation to the Customer's satisfaction.

**8. Marketing and Publicity:** Any marketing, public announcement or news media material prepared by either party referring to the other, its products and/or services, or this agreement, must be approved by the other prior to its use. Each party agrees to allow the other a minimum of 24 business hours for this approval process. Material is defined as covering all media forms including, but not limited to printed information, advertising, news releases, public displays and events, as well as television, radio, and online coverage.

**9. Solicitation of CyraCom Personnel:** You shall not directly or indirectly solicit, induce, recruit or encourage any person employed or engaged by CyraCom (whether as an employee or independent contractor) to terminate his or her employment or engagement with CyraCom during the term of this Agreement or the six (6) month period following the end of the term of this Agreement, without the express written consent of CyraCom.

**10. Notices:** All notices and communications must be in writing and will be effective upon receipt. Such notices may be sent by U.S. Mail, nationally recognized overnight courier service, or if sent by facsimile transmission, the original must be sent to the address set forth below.

To: CyraCom International, Inc.  
Attn: Controller  
5780 N. Swan Road  
Tucson, AZ 85718  
Fax: 520-745-9022

To: Natividad Medical Center  
Attn: \_\_\_\_\_  
1441 Constitution Blvd  
Sallinas, CA 93906  
Fax:

**11. Choice of Law; Jurisdiction in California:** This Agreement shall be considered to have been made in the State of California and shall be interpreted in accordance with the laws and regulations of the State of California, not including choice of law provisions of such state law.

**12. Severability:** CyraCom and you intend for this Agreement to be a valid and enforceable legal instrument, and no provision of this Agreement, that is held to be unenforceable, shall in any way invalidate any other provisions of this Agreement.

**13. Assignment:** Neither this Agreement nor any rights or duties hereunder may be assigned or delegated by you without CyraCom's prior written consent. Such consent shall not be unreasonably withheld. Any assignment or delegation in violation of this section shall be null and void.

**14. Force Majeure:** CyraCom shall not be liable in any way for any loss, damage, delay or failure of performance resulting from any cause which is beyond CyraCom's reasonable control, including, but not limited to: fire, explosion, lightning, power surges or failures, acts of gods, acts or omissions of communications carriers (including without limitation to local exchange companies), or any other cause beyond CyraCom's control.

**15. Relationship Between the Parties:** The relationship between you and CyraCom under this Agreement is that of vendor and vendee. Neither you nor your employees or agents are or will be deemed to be the agents or representatives, legal or otherwise, of CyraCom for any purpose whatsoever.

**16. Liability for Damage to ClearLink® Phones:** You assume and shall bear all risk of loss and damage to ClearLink® Phones from whatever cause upon delivery of ClearLink® Phones to you as provided herein.

**17. Confidentiality:** Customer shall not disclose the terms of this Agreement to any third party without the written consent of CyraCom, except as required by law and except for disclosure of the terms of this Agreement to Customer's accountants, attorneys, or similar representatives who are bound by an obligation of confidentiality, or to the representatives of any prospective purchaser of Customer who are bound by an obligation of confidentiality. This paragraph shall survive any termination or expiration of this Agreement.

**18. Safe Harbor:** CyraCom agrees that it will fully and accurately satisfy its responsibilities, as providers of services covered by this Agreement, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and Medicare and Medicaid Patient & Program Protection Acts.

**19. Disbarment:** CyraCom warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any Federal Agency.

Your signature below acknowledges that you have read and understand the terms and conditions contained in this agreement.

CyraCom International, Inc.

Natividad Medical Center

By: Jeremy Woan

By: \_\_\_\_\_

Title: President and C.E.O.

Title: \_\_\_\_\_

Signature: [Signature]

Signature: \_\_\_\_\_

Date: 10/27/05

Date: \_\_\_\_\_

**EXHIBIT A  
OVER THE PHONE INTERPRETATION SERVICES (OPI) PRICING**

CyraCom International provides a network that can be accessed for telephonic interpretation services. This service can be accessed directly with any telephone including cellular. The service is available 24 hours a day, 7 days a week, 365 days a year. The rates and fees for the service are as described on this Exhibit.

**1. Interpretation Service Charges (based on monthly activity)**

**Charges for Interpretation Minutes:**

5,000 minutes or more	\$2.20 per minute
Between 1,500 minutes and 4,999 minutes	\$2.28 per minute
Between 351 minutes and 1,499 minutes	\$2.35 per minute
Between 0 and 350 minutes	\$2.40 per minute

**Additional Charges:**

Third party added to call (domestic) (International rates are higher)	\$0.18 per minute
Monthly minimum service charge	\$100.00
Activation Fee - First Month Only	No Charge

**2. ClearLink® Phone Charges**

**Maintenance Charges:**

<u>ALL</u> ClearLink® Phones	\$5.95 per unit per month
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**Optional Charges:**

Splitter - one-time charge	\$8.00 each
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**3. Cordless Phone**

**Maintenance Charges:**

<u>TBD</u> Cordless Phones	\$5.95 per unit per month
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The phone consists of:

- 1 base unit
- 2 handsets
- batteries
- belt-clips
- power adapter

If any component (e.g. base, handsets, belt-clip, etc.) is lost, stolen, or broken, the entire unit must be replaced and a fee of \$50 will be applied to the account.

**EXHIBIT B**  
**DOCUMENT TRANSLATION SERVICES PRICING**

This Exhibit reflects pricing which is available for all eligible owned, affiliated and/or managed facilities which is a part of Natividad Medical Center and are eligible to purchase products and services under this agreement.

Document Translation services are available by quotation upon request.

**Additional Service Terms:**

- Work Order detailing scope of service, costs and turnaround timeframe will be issued for each project, subject to Customer acceptance prior to commencing.
- \$100 minimum applies per language, per project.
- Documents can be grouped together under a single project.
- Per-word pricing may be higher for highly technical content.
- Formatting, Desktop Publishing, Post-Graphics Review and Rush charges may apply as determined by Customer requirements.
- Proofreading, Editing and Reviewing Services are available upon request.
- Prices listed above are for translations from English to the target language.

**Customer Acceptance:**

Additional work performed or deviation from the Work Order specifications involving additional time due to Customer alterations in work submitted under the basis of the Work Order will be executed upon receiving written authorization and charged at rates consistent with this Service Agreement, which would be an extra charge over and above the original quotation.

All price quotes contained within the Work Order are estimated. Any changes that exceed 10% above the quoted price will be submitted in writing to the Customer for approval. Faxed copies of this document are binding.

Terms of all quoted Work Orders are valid for 30 days from the date quote was received by the Customer. If there is no response within 30 days, CyraCom will assume the quote is rejected. CyraCom will re-quote this project if requested by Customer. Customers requiring more than 30 days for quote review and acceptance must notify CyraCom within 30 days from receipt of original quote. After 30 days prices and availability of translation services may be subject to change.

In no event shall any additional charges pursuant to Exhibits A, B or C cause the amount due to exceed the "not exceed" amount set forth in this agreement.

**EXHIBIT C  
TESTING AND TRAINING**

**1. Interpreter Skills Assessment price per assessment:**

Total Assessments Any Language	Spanish (price per assessment)	Other Languages (price per assessment) (see Currently Available Languages)
1-24	\$150.00	\$175.00
25-49	\$125.00	\$150.00
50-99	\$100.00	\$125.00
100+	\$75.00	\$100.00

**2. Interpreter Skills Development Training Course**

- \$325 per participant, plus CyraCom Instructor's actual travel expenses
- Up to 20 participants (minimum 10)
- Prerequisite: Participants should be working Interpreters employed or contracted by the institution

**3. Train-the-Trainer for the Interpreter Skills Development Course**

- \$5,000, plus CyraCom Instructor's actual travel expenses, consistent with the Monterey County travel policy.
- Up to 5 participants
- Prerequisite: Participants in the Train-the-Trainer must have previously completed the Interpreter Skills Development training course

**4. Pricing for additional Testing and Training services will be provided on a quotation basis.**

**5. Cancellation Policies and Procedures:**

- Interpreter Skills Assessments  
Cancellations must be made 24 hours before the previously scheduled start time of the assessment; any cancellations within 24 hours of the assessment will incur a fee of 50% of the assessment price; Cancellations must be in writing (by mail, fax or email)
- Interpreter Skills Development  
Cancellations must be made 30 days or more prior to the course start date are eligible for full reimbursement; Participants who have not paid can cancel their registration online; 14-30 days prior to the course start date - \$50 fee; 14 days or less - no reimbursement; Cancellation must be in writing (by mail, fax or email)



**EXHIBIT D  
FACILITY LISTING**

Natividad Medical Center is comprised of but not limited to the below facilities. You also agree that *ClearLink*® Phones will be kept at your address above and those included in this Exhibit D which may be changed by adding or removing facility locations as necessary. By execution of this contract, Natividad Medical Center and its owned, managed and/or affiliated organizations listed on Exhibit D agree to name CyraCom as the primary vendor of Over the Phone Interpretation Services (OPI).

This Facility List may be amended from time to time. Natividad Medical Center shall notify CyraCom of such amendments as they occur.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
5/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - 602-528-3000 Wells Fargo Insurance Services USA, Inc. 100 West Washington Street, 4th Floor Phoenix, AZ 85003-1808	<b>CONTACT NAME:</b> Leslie Clement		
	<b>PHONE (A/C, No, Ext):</b> 602-528-3056	<b>FAX (A/C, No):</b> 602-528-3074	
<b>E-MAIL ADDRESS:</b> Leslie.Clement@wellsfargo.com			
<b>INSURED</b> CyraCom International Inc. 5780 N Swan Road  Tucson, AZ 85718	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Federal Insurance Company		20281
	<b>INSURER B:</b> Great Northern Insurance Company		20303
	<b>INSURER C:</b> Lloyd's of London		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 6094715 **REVISION NUMBER:** See below


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35916492	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73562835	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 5,000			79871454	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		N/A	71707441	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Prof Liab E&amp;O</b> Retro Date: 5/18/1998			MPL1147320.13	06/01/2013	06/01/2014	Each Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Insured's Operations for the Certificate Holder, General Liability Additional Insured applies as described on the attached form 80022367.

**CERTIFICATE HOLDER** **CANCELLATION**

County of Monterey 1441 Constitution Blvd Salinas, CA 93912	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Liability Insurance

### Endorsement

*Policy Period* 6/01/2011 6/01/2012  
*Effective Date* 6/01/2011  
*Policy Number* 3591-64-9PHX  
*Insured* CYRACOMINTERNATIONAL,INC.  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued*

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

#### Who Is An Insured

#### Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an insured; but they are insureds only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

#### Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRED THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED.

HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER



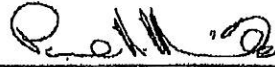
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**Liability Endorsement**  
(continued)

PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY  
(REGARDLESS OF ANY LIMITATION THERE TO).

All other terms and conditions remain unchanged.

Authorized Representative



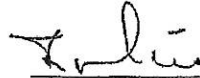
**EXHIBIT B  
INSURANCE JUSTIFICATION**

**Vendor/Contractor Name: CyraCom**

**Automobile Liability Insurance Endorsement**

**Business Justification:**

The vendor has provided proof of Automobile Liability Insurance. However, the vendor does not drive on the NMC Campus as part of the Agreement. NMC Administration requests that the Additional Insured Endorsement for Automobile Liability be waived for this vendor.



\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Date: 6/1/05

YEAR

2011

**Withholding Exemption Certificate**

CALIFORNIA FORM

**590**

(This form can only be used to certify exemption from nonresident withholding under California R&amp;TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agent's name	
Vendor/Payee's name  CyraCom International, Inc.		Vendor/Payee's <input type="checkbox"/> S.O.S. no. <input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN	Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 5780 N. Swan Rd.		3 6 - 4 0 3 6 2 1 8	
City Tucson		APT no.	Vendor/Payee's daytime telephone no. ( 520 ) 745-9447
State AZ		Private Mailbox no.	ZIP Code 85718

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

**Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

**Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

**Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

**Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

**Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

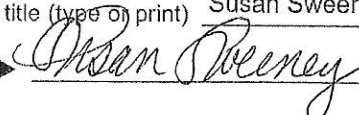
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.


Vendor/Payee's name and title (type or print) Susan Sweeney, CFO

Vendor/Payee's signature



Date 04/29/11

**VENDOR DATA RECORD**  
(Required in lieu of IRS W-9 when doing business with the County of Monterey)

<b>1</b>	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 <sup>rd</sup> Floor Salinas, CA 93901  Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by County to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.  See Privacy Statement and Residency Information on reverse side.	
<b>2</b>	CHECK THE BOX WHICH DESCRIBES YOUR PRIMARY BUSINESS		
VENDOR ACTIVITY	<input type="checkbox"/> EQUIPMENT & SUPPLIES <input checked="" type="checkbox"/> SERVICES - NON-MEDICAL <input type="checkbox"/> SERVICES - MEDICAL <input type="checkbox"/> RENT/LEASES <input type="checkbox"/> ATTORNEY FEES <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> PRIZES & AWARDS <input type="checkbox"/> OTHER _____		
<b>3</b>	VENDOR'S LEGAL NAME (as shown on your income tax return) CyraCom	PHONE NUMBER 800-713-4950	FAX NUMBER 520-745-9022
NAME AND ADDRESS	BUSINESS NAME / DBA (if different from line 1)  MAILING ADDRESS 5780 N. Swan Rd.  CITY, STATE, ZIP CODE Tucson, AZ 85718	E-MAIL ADDRESS info@cyracom.com  REMIT-TO ADDRESS PO Box 975652  REMIT-TO CITY, STATE, ZIP CODE Dallas, TX 75397	
<b>4</b>	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <u>27 1261982</u>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
VENDOR ENTITY TYPE	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> S CORPORATION  CORPORATION <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS		
CHECK ONE BOX ONLY	ENTER SOCIAL SECURITY NUMBER (SSN): _____  <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> PREVIOUS COUNTY EMPLOYEE <input type="checkbox"/> OTHER (SSN required by authority of California Revenue and Tax Code Section 18646)		
<b>5</b>	VENDOR RESIDENCY STATUS  FOR TAX PURPOSES		
	<input type="checkbox"/> California Resident - Qualified to do business in CA or have a permanent place of business in CA. <input checked="" type="checkbox"/> California Nonresident (see reverse side) - Payments to CA nonresidents may be subject to state taxes.  <input type="checkbox"/> Waiver of state tax withholding from California Franchise Tax Board attached. <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California.		
<b>6</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County.		
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) Susan Sweeney	Title CFO	
	Signature 	Date 3/26/2012	Telephone 520-745-9022