

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN HEALTH CARE INTERPRETER NETWORK AND
NATIVIDAD MEDICAL CENTER
FOR
SHARED INTERPRETER SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Health Care Interpreter Network (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Shared Interpreter Services with a term July 1, 2015 through June 30, 2018 and a total Agreement amount not to exceed \$195,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement May 10, 2017 via Amendment No. 1 to revise the original scope of work to include video units for live streaming with no change to the original agreement amount; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three (3) year period through June 30, 2021 to allow for services to continue with revisions to the equipment fees attached hereto as “Exhibit A-2 per Amendment No. 2” with a \$195,000 increase for a total Agreement amount of \$390,000.

AGREEMENT

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

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

1. Section 2 titled, “PAYMENTS BY NMC”, last sentence shall be amended to the following:
“The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$390,000.”
2. The first sentence of Section 3 titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from July 1, 2015 through June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement.”
3. Section 4 titled, “ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:
“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-2: Revised Equipment Fees
Exhibit B: Insurance Modification Justification
Exhibit C: Business Associate Agreement
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No.1.

5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
6. This Amendment No. 2 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 3/13/18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 3-15-18

CONTRACTOR

Health Care Interpreter Network

CONTRACTOR's Business Name
See instructions below

By: Frank Puglisi for the Chairperson of the Board
(Signature of: Chair, President, or Vice-President)
Frank Puglisi for the Chairperson of the Board, Will, per Walker, M.D.
Name and Title

Date: 3/17/18

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

Frank Puglisi, Secretary of the Board
Name and Title

Date: 3/17/18

*****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

A. SERVICE AND DELIVERABLES

A.1 CONTRACTOR Obligations:

- a. CONTRACTOR shall be responsible for maintaining the system's IT platform, confirming that the interpreters that are shared on the network meet the qualifications as required by the HCIN Program Committee.
- b. CONTRACTOR shall be responsible for maintain 24/7 engineering system support to the network.
- c. CONTRACTOR shall configure the Call Center to incorporate access for NMC. CONTRACTOR shall also provide NMC Interpreter Services Director a monthly report summarizing the previous month's activity which will include a detailed list of all the calls routed through HCIN for NMC.
- d. CONTRACTOR shall provide automated routing of video and telephone interpretation requests from NMC staff and physicians to NMC interpreters and HCIN.
- e. CONTRACTOR shall provide the same video streaming on the ipad as provided on the Cisco Video Phone and at the same cost. Interpreter video streaming shall be available on ipad during same hours of operation as the Cisco Video Phone units.

PRICING/FEEES:

PLEASE NOTE THAT IF THE EQUIPMENT IS CONNECTED TO YOUR T-1 LINE THEN THERE ARE NOT SET-UP FEE LISTED BELOW. ALSO, THE PRICES BELOW DO NOT INCLUDE SHIPPING, HANDLING OR SALES TAXES.

<u>Equipment/Related Fees:</u>	<u>Unit Price:</u>
Cisco 9971 Videophone	\$ 965
With 1 Year Premium Service	\$ 30
Call Manager License Fee	\$ 230
One-Time Set-Up Fee	\$ 275
Agent License Fee (if used as an interpreter station)	\$ 1155
Compucaddy Cart for 9971 with pneumatic lift	\$ 625
Compucaddy Cart Basket	\$ 65
Compucaddy Combination Lock	\$ 40
Hospital Grade 10' Power Cord	\$ 30
Or	
Compucaddy Retractable Electric Cord for Cart	\$ 248
Cisco DX 70 Videophone	\$ 2145
With 1 Year Premium Service	\$ 186
Call Manager License Fee	\$ 230
One-Time Set-up Fee	\$ 275
Agent License Fee (if used as ab interpreter station)	\$ 1155
Compucaddy Cart for DX 70 with pneumatic life	\$ 675
Bixpower LiOn Batter (30 day warranty only)	\$ 250
Compucaddy Cart Basket	\$ 65
Compucaddy Combination Lock	\$ 40
Hospital Grade 10' Cord	\$ 30

Or
Compucaddy Retractable Electric Cord for Cart \$ 248

iPad "Air" WiFi 16 GB \$ 370
Recycle Fee \$ 5
With 2 year Apple Care \$ 99
Call Manager License Fee \$ 230
One-Time Set-up Fee \$ 275
Cart With Locking System \$ 945
iPad Speaker Kit (30 day warranty only) \$ 90
Optional Configuration Fee \$ 200