

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN HEALTH CARE INTERPRETER NETWORK AND
NATIVIDAD MEDICAL CENTER
FOR
SHARED INTERPRETER SERVICES**

This Amendment No. 1 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 currently wish to amend the Agreement with additions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1".

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 incorporated herein by this reference, except as specifically set forth below.

1. 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-1: revised Scope of Services/Payment Provisions as per Amendment No. 1.
Exhibit B: Insurance Modification Justification
Exhibit C: Business Associates Agreement"
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
4. This Amendment No. 1 shall be effective when signed by both parties.

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

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 5/10/17

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 5-5-17

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 5-4-17

CONTRACTOR

Healthcare Interpreter Network

CONTRACTOR's Business Name

See instructions below

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

William Walker, M.D. Chair
Name and Title

Date: 4/26/17

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

Frank J. Pugh, Jr. Secretary
Name and Title

Date: 5/1/17

*****Instructions*****

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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

EXHIBIT A-1

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/Fees:

PLEASE NOTE THAT IF THE EQUIPMENT IS CONNECTED TO YOUR T-1 LINE THEN THERE IS NO SET UP FEE LISTED BELOW. ALSO, THE PRICES BELOW DO NOT INCLUDED SHIPPING, HANDLING OR SALES TAXES.

<u>EQUIPMENT:</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 for Video Streaming	\$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	\$1150
With 1 Year Premium Service	\$ 220
Call Manager License Fee	\$ 230
One Time Set-up Fee	\$ 275
Agent License Fee (if used as interpreter station) for Video Streaming	\$1155 (One time fee)
Compucaddy Cart for DX70 with pneumatic lift	\$ 675
Bixpower LiOn Battery (30 day warranty only)	\$ 250
Compucaddy Cart Basket	\$ 65
Compucaddy Combination Lock	\$ 40
Hospital Grade 10' Power Cord	\$ 30
Or	
Compucaddy Retractable Electric Cord for Cart	\$ 248