

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN INTRADO INTERACTIVE SERVICES CORPORATION (formerly WEST
INTERACTIVE SERVICES CORPORATION) AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
PATIENT NOTIFICATION SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on ois entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Intrado Interactive Services Corporation (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for patient notification services with a term October 1, 2018 through September 30, 2023 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, West Interactive Services Corporation had a legal name change on October 10, 2019 to Intrado Interactive Services Corporation; and

WHEREAS, the Parties amended the Agreement on May 23, 2023 via Amendment No. 1 to allow for services to continue with revisions to the billing rates of the original scope of work attached hereto as “Exhibit A-1: revised SCOPE OF SERVICES/ PAYMENT PROVISIONS as per Amendment No. 1” with no change to the term of Agreement (October 1, 2019 through September 30, 2023) or total Agreement amount not to exceed \$100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 2 to extend it for an additional three (3) year period through September 30, 2026 for a revised term of Agreement (October 1, 2019 through September 30, 2026) to allow for services with no change to the scope of work or billing rates, with a \$70,200 increase for a revised total Agreement amount not to exceed \$170,200.

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 / Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$170,200.”
2. The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from October 1, 2019 through September 30, 2026 unless sooner terminated pursuant to the terms of this Agreement.”

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

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

DocuSigned by:
By: Charles R. Harris
4E1F837D9045F481 Charles R. Harris, CEO

Date: 10/9/2023 | 10:48 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saelta
C09CE1B99F444A8 Monterey County Deputy County Counsel

Date: 10/5/2023 | 8:22 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E6576875451AE Monterey County Deputy Auditor/Controller

Date: 10/9/2023 | 10:28 AM PDT

CONTRACTOR

Intrado Interactive Services Corporation

CONTRACTOR's Business Name

See instructions below

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

Vikram Krishnan, President

Name and Title

Date: September 18, 2023

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

Joseph Pisciotta, CFO

Name and Title

Date: September 18, 2023

*****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).