

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN INTRADO INTERACTIVE SERVICES CORPORATION (formerly WEST
INTERACTIVE SERVICES CORPORATION) AND
COUNTY OF MONTEREY (“COUNTY”), FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE
FACILITY
FOR
PATIENT NOTIFICATION SERVICES**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on October 1, 2018 is entered into by and between the County of Monterey (“County”), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, 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 with West Interactive Services Corporation 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.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement 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 changes to the term of Agreement (October 1, 2019 through September 30, 2023) or total Agreement amount of \$100,000.

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

1. 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 \$100,000.”
2. Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:
***“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: revised SCOPE OF SERVICES/ PAYMENT PROVISIONS as per Amendment No. 1***

**Exhibit B: Business Associate Agreement
Exhibit C: Addendum No. 1”**

3. Wherever appearing in the Agreement, the term **CONTRACTOR shall refer to Intrado Interactive Services Corporation, rather than to West Interactive Services Corporation.**
4. Exhibit A shall be replaced by Exhibit A-1.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 1 shall be attached to the Agreement.
7. This Amendment No. 1 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. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

**COUNTY OF MONTEREY ("COUNTY"),
FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A
COUNTY-OWNED AND OPERATED
ACUTE CARE FACILITY**

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

Date: 5/23/2023 | 4:08 PM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saelta
C0ECE1899F347A9...
Monterey County Deputy County Counsel

Date: 5/23/2023 | 12:56 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657075454AE...
Monterey County Deputy Auditor/Controller

Date: 5/23/2023 | 3:41 PM 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, EVP, President
Name and Title

Date: May 22, 2023

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

Joseph Pisciotta, CFO
Name and Title

Date: May 22, 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).

**EXHIBIT A-1: revised SCOPE OF SERVICES/ PAYMENT PROVISIONS
as per Amendment No. 1**

I. Description of All Services to be Rendered by CONTRACTOR:

Notification services (Appointment reminder calls, Text messages and e-mail) will be used by Natividad's departments to remind patients of their appointment(s).

II. CONTRACTOR Obligations:

- a. CONTRACTOR shall notify COUNTY in advance if there will be any interruption in services during the effective dates of the agreement.
- b. CONTRACTOR shall invoice COUNTY for successful notifications only.
- c. CONTRACTOR shall provide upgrade and implementation services of the HouseCalls Pro solution for all workflows and services currently provided by previous versions of TeleVox solutions, such as HouseCalls, ClientTell, PhoneTree, CallPointe, and IPM stated herein **page 2 of Exhibit A-1.**

III. COUNTY Obligations:

- COUNTY must have prior consent to contact each wireless phone number delivered by COUNTY for delivering notifications.

IV. Pricing/Fees:

- a. Rate per service: monthly minimum fee is \$1,950.

Description	Rate	
Appointment Reminder Calls	\$0.12	Per call
Text Messages	\$0.12	Per text
E-mail	\$0.12	Per e-mail
Call Transfers	\$0.12	Per minute

- b. COUNTY shall not be invoiced for unsuccessful notifications.
- c. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- d. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- e. COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- f. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

