



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.1  
(ID # 14887)

**MEETING DATE:**  
Tuesday, May 11, 2021

**FROM:** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve the Fourth Amendment to the Professional Services Agreement with Health Care Interpreter Network for Shared Interpreter Services Without Seeking Competitive Bids effective February 1, 2021 through June 30, 2022, All Districts. [Total Cost Increase \$762,200; up to \$56,110 in Additional Compensation - 100% Hospital Enterprise Fund 40050].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Fourth Amendment to the Professional Services Agreement with Health Care Interpreter Network without seeking competitive bids for shared interpreter services effective February 1, 2021 to extend the period of performance for one (1) year commencing on July 1, 2021 and continuing through June 30, 2022 and to increase the annual contract amount by \$381,100 from \$180,000 to \$561,100; authorize the Chair of the Board to sign the amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to sign amendments that make modifications to the scope of services that stay within the intent of the agreement and to sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total annual cost of the agreement.

**ACTION:**


  
 Jennifer Cruikshank, Chief Executive Officer - Health System 4/5/2021

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**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
 Nays: None  
 Absent: None  
 Date: May 11, 2021  
 xc: RUHS-MC

Kecia R. Harper  
 Clerk of the Board  
 By:   
 Deputy

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 381,100	\$ 381,100	\$ 762,200	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% - Hospital Enterprise Fund - 40050</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21-21/22</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This Fourth Amendment will amend the Professional Services Agreement with Health Care Interpreter Network (HCIN) to compensate HCIN due to the demand of increased utilization for interpreting services, and in support of Covid-19 efforts.

HCIN is the only nationwide network of hospital-based video interpretation. They are a unique interpreter service comprised of a collaboration of public, district, community, and University hospitals that share their staff interpreters through voice and video technology. Through this collaboration, all member hospitals have access to the unique resources of interpreters in other “sharing” locations, as needed and as available. RUHS has been able to secure coverage through HCIN for not only the Medical Center’s needs but also the County’s Community Health Centers and Correctional Health Services located throughout Riverside County.

Due to the growing demand for language access services for non-English speaking patients coupled with Covid-19 efforts throughout Riverside County, the utilization for interpreting services has resulted in an influx of this service. The installation of interpreter videophones in clinic exam rooms and iPads on carts has contributed to the demand as well. Moreover, due to a limited number of RUHS Medical Staff interpreters resulted in more telephonic services of HCIN.

During the first quarter of fiscal year 2020-2021, RUHS expended approximately \$104,418.74 and in the second quarter of fiscal year 2020-2021, RUHS increased its utilization approximately 9%. Between March 2020 to December 2020, the impact of Covid-19 elevated the monthly expenses from \$11,982 to \$38,214.

**Impact on Citizens and Businesses**

Patients seeking care at RUHS facilities speak a wide variety of languages. Patients need the services of skilled interpreters familiar with healthcare processes and terminology in order receive better treatment and care for their well-being.

**Contract History and Price Reasonableness**



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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

On December 12, 2017; Agenda Item #3.33, the Board of Supervisors approved the Professional Services Agreement with Health Care Interpreter Network to provide shared interpreter services without seeking competitive bids approved by County Purchasing on Sole Source Justification #18-035 effective July 1, 2017 through June 30, 2018 with four one-year options to renew not to exceed the annual amount \$180,000 per year.

On June 26, 2018, the Purchasing Agent approved a First Amendment to the Professional Services Agreement to exercise the first option to renew and extend the period of performance effective July 1, 2018 through June 30, 2019.


On May 17, 2019, the Purchasing Agent approved a Second Amendment to the Professional Services Agreement to exercise the second option to renew and extend the period of performance effective July 1, 2019 through June 30, 2020.

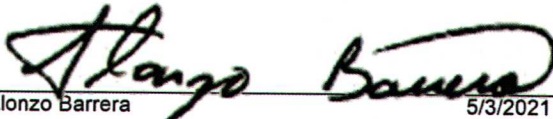
On September 9, 2020, the Purchasing Agent approved a Third Amendment to the Professional Services Agreement to exercise the third option to renew and extend the period of performance effective July 1, 2020 through June 30, 2021.


This Fourth Amendment requires Board approval because it exceeds the ten percent additional compensation approved by the Board on December 12, 2017; Agenda Item #3.33. This Amendment will increase the annual maximum amount by \$381,100 from \$180,000 to \$561,100 annually effective February 1, 2021 through June 30, 2022 to ensure appropriate payment is made to HCIN for the supplemental interpreting services needed for Riverside County patients especially to those infected by Covid-19 and to ensure services are covered in Fiscal Year 21/22. While the contract annual amount will increase due to the upsurge in service volume, the scheduled rate remains the same.

**ATTACHMENTS:**

**Attachment A:**      **FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR SHARED INTEPRETER SERVICES BETWEEN COUNTY OF RIVERSIDE AND HEALTH CARE INTERPRETER NETWORK**

  
Suzanna Hockley, Assistant Director of Purchasing and Fleet Service      4/23/2021

  
Alonzo Barrera      5/3/2021

  
Gregory E. Priarios, Director County Counsel      4/28/2021

**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
FOR  
SHARED INTERPRETER SERVICES  
BETWEEN  
COUNTY OF RIVERSIDE  
AND  
HEALTH CARE INTERPRETER NETWORK**

This Fourth Amendment to the Professional Services Agreement for Shared Interpreter Services (herein referred to as "Fourth Amendment") is made and entered into by and between the **County of Riverside**, a political subdivision of the State of California, (herein referred to as "COUNTY"), on behalf of Riverside University Health System (herein referred to as "RUHS"), and **Health Care Interpreter Network**, a California nonprofit corporation, (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

**WHEREAS**, COUNTY and CONTRACTOR have entered into that certain Professional Services Agreement for Shared Interpreter Services, approved December 12, 2017, Agenda Item 3.33 and effective July 1, 2017, (herein referred to as "Agreement"); and

**WHEREAS**, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, executed June 26, 2018 and effective July 1, 2018, to exercise the first option to renew and extend the period of performance for one year, July 1, 2018 through June 30, 2019, (herein referred to as "First Amendment"); and

**WHEREAS**, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, executed May 17, 2019 and effective July 1, 2019, to exercise the second option to renew and extend the period of performance for one year, July 1, 2019 through June 30, 2020, (herein referred to as "Second Amendment"); and

**WHEREAS**, COUNTY and CONTRACTOR have entered into that certain Third Amendment to the Agreement, executed September 9, 2020 and effective July 1, 2020, to exercise the third option to renew and extend the period of performance for one year, July 1, 2020 through June 30, 2021, (herein referred to as "Third Amendment"); and

**WHEREAS**, the Parties now desire to amend the Agreement to extend the period of performance and increase the maximum annual compensation amount;

**NOW THEREFORE**, the Parties agree as follows:

1. **Period of Performance.** The first sentence of Subsection 2.1 of Section 2. Period of Performance is hereby amended to exercise the fourth and final option to renew and extend the period of performance for one (1) additional year commencing on July 1, 2021 and continuing in effect through June 30, 2022, as follows:



“The period of performance shall be effective as of July 1, 2017 through June 30, 2022, unless terminated earlier.”

2. **Compensation.** The second sentence of Subsection 3.1 of Section 3. Compensation is hereby amended to increase the maximum annual compensation amount by three hundred eighty-one thousand one hundred dollars (\$381,100) from one hundred eighty thousand dollars (\$180,000) annually to five hundred sixty-one thousand one hundred dollars (\$561,100) annually, as follows:

“Maximum payments by COUNTY to CONTRACTOR shall not exceed five hundred sixty-one thousand one hundred dollars (\$561,100) annually including all expenses.”

2. **Exhibit B.** Section F. **Annual Maximum Payment** of Exhibit B, PAYMENT PROVISION, is hereby amended to increase the maximum annual compensation amount by three hundred eighty-one thousand one hundred dollars (\$381,100) from one hundred eighty thousand dollars (\$180,000) annually to five hundred sixty-one thousand one hundred dollars (\$561,100) annually, as follows:

“Maximum payments by COUNTY to CONTRACTOR shall not exceed five hundred sixty-one thousand one hundred dollars (\$561,100) annually, for the duration of this Agreement.”

3. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

4. **Effective Date.** This Fourth Amendment to the Agreement shall become effective upon signature of both Parties, or February 1, 2021, whichever should come first.

5. **Electronic Signatures.** This Fourth Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this Fourth Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Fourth Amendment. The Parties further agree that the electronic signatures of the Parties included in this Fourth Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Fourth Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Karen S. Spiegel  
Karen Spiegel  
Chair, Board of Supervisors

Dated: 05-11-2021

HEALTH CARE INTERPRETER NETWORK, a California nonprofit corporation

By: Frank Puglisi  
DocuSigned by:  
Frank Puglisi  
CEO & Executive Director

Dated: 3/10/2021

ATTEST:

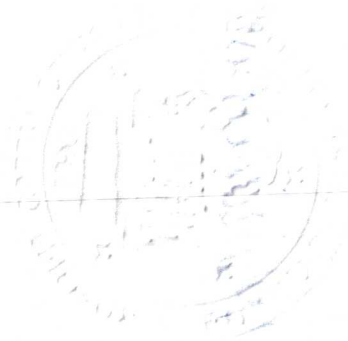
Kecia R. Harper  
Clerk of the Board

By: Yvonne Passo  
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: Danielle Maland  
Danielle Maland  
Deputy County Counsel



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