

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 06/23/2015

Approved as Recommended ☒

Other ☐

Unanimous ☒ Chan: ☐ Haggerty: ☐ Miley: ☐ Valle: ☐ Carson: ☐ - 5 ☐

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract:

Documents to be signed by Agency/Purchasing Agent:

Contract: C-901214,C-11139,C-11140,C-11260

File No. _____

Item No. 4

Copies sent to:

A. Elsibai & J. Villaflor

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

Clerk of the Board
Board of Supervisors

By: _____

Samuel A. Davis

Deputy



Lori Cox
Agency Director

AGENDA # _____, June 23, 2015

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
<http://alamedasocialservices.org>

May 26, 2015

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: AWARD A CONTRACT FOR IN-PLACE INTERPRETATION AND
DOCUMENT TRANSLATION SERVICES, REQUEST FOR PROPOSAL
NO. 901214; POOLED AMOUNT: \$3,351,000

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute a contract, attached hereto, for Master Contract No. 901214, to provide in-place interpretation and document translation services to the Alameda County Social Services Agency, for the term of 07/01/15 – 06/30/18, in the pooled amount of \$3,351,000 (\$1,117,000 per fiscal year), with the following pool of vendors:

- A. Accent on Languages, Inc. (Principal: Francine Kuipers; Location: Berkeley), Procurement Contract No. 11139;
- B. Excel Interpreting, LLC (Principal: Koy Saephon; Location: Sacramento), Procurement Contract No. 11140;
- C. Geneva Worldwide, Inc. (Principal: Laura DeSilva; Location: New York, NY), Procurement Contract No. 11259; and
- D. Interpreters Unlimited, Inc. (Principal: Shamus Sayed; Location: San Diego), Procurement Contract No. 11260.

DISCUSSION/SUMMARY:

Children and Family Services (CFS) of the Alameda County Social Services Agency (SSA) provides services to children and families in order to maintain children safety in their homes whenever possible, while protecting children from abuse and neglect. Many of those families who are receiving services are non-English speaking or Limited English Proficient (LEP). In

order to effectively serve those families and to comply with State and Federal law, CFS must provide written and oral communication to clients in their primary or chosen language whenever it is not English.

CFS currently requires in-person (face-to-face) interpretative and document translation services in Spanish, American Sign Language, Vietnamese, Tongan, Cantonese, Mandarin, Urdu, Burmese, Farsi, Tagalog, and Korean. The contracted organization must provide in-person interpretative and document translation services in those languages and additional languages, including but not limited to Dari, Laotian, Hindi, Mien, Pashto, Russian, Swahili, and Punjabi.

SSA Workforce & Benefits Administration, Adult, Aging & Medi-Cal Services, and In-Home Supportive Services will also use this contract.

SELECTION CRITERIA/PROCESS:

The SSA has determined that the County does not currently have the resources to provide in-place interpretation and document translation services.

SSA worked with General Services Agency (GSA)-Procurement & Support Services to develop and issue a Request for Proposal (RFP). The RFP was released on March 14, 2014, to approximately 3,672 subscribers to GSA Professional Services-Current Contract Opportunities mailing services via E-Gov, including certified Small Local Emerging Businesses (SLEB). Two networking/bidders conferences were held and were attended by 19 vendors.

On June 9, 2014, 13 responses to the RFP were received. All responses were evaluated by the County Selection Committee (CSC) comprised of: two representatives from the Alameda County SSA and one from Casey Family Programs. The RFP specified the evaluation process may include a two-stage approach to develop a short list of bidders that will continue to the final stage of oral presentation, interview, and reference checks. After the preliminary evaluations, the five highest scoring bidders for both interpretation and translation services with a minimum of 200 points were invited to an oral presentation and interview before the CSC. Language World Services, Inc. (Carmichael, CA) was invited to interview for translation services, but declined. A maximum total of 500 evaluation points were available for this RFP.

Accent on Languages, Inc.; Excel Interpreting LLC; Interpreters Unlimited, Inc.; and Geneva Worldwide, Inc. were the four highest scoring qualified vendors for both interpretation and translation services and are all being recommended for award. The Auditor-Controller Agency, Office of Contract Compliance issued Federal Grant Funds SLEB Waivers #F587-A to Accent on Languages; #F587-B to Excel Interpreting LLC; #F587-C to Geneva Worldwide, Inc. and #F587-D to Interpreters Unlimited, Inc. All SLEB waivers expire on June 30, 2018.

The following is the evaluation summary:

<i>Interpretation Services</i>				
<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>Accent on Languages, Inc.</i>	<i>Berkeley, CA</i>	<i>Y</i>	<i>Y</i>	<i>473</i>
<i>Excel Interpreting LLC</i>	<i>Sacramento, CA</i>	<i>N</i>	<i>N</i>	<i>426</i>
<i>Interpreters Unlimited, Inc.</i>	<i>San Diego, CA</i>	<i>N</i>	<i>N</i>	<i>390</i>
<i>Geneva Worldwide, Inc.</i>	<i>New York, NY</i>	<i>N</i>	<i>N</i>	<i>360</i>

<i>Translation Services</i>				
<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>Accent on Languages, Inc.</i>	<i>Berkeley, CA</i>	<i>Y</i>	<i>Y</i>	<i>461</i>
<i>Excel Interpreting, LLC</i>	<i>Sacramento, CA</i>	<i>N</i>	<i>N</i>	<i>438</i>
<i>Geneva Worldwide, Inc.</i>	<i>New York, NY</i>	<i>N</i>	<i>N</i>	<i>380</i>
<i>Interpreters Unlimited, Inc.</i>	<i>San Diego, CA</i>	<i>N</i>	<i>N</i>	<i>380</i>

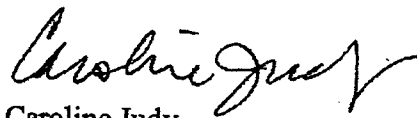
FUNDING:

Appropriations for this contract are included in the Social Services Agency FY 2015-16 Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,



Lori Cox
Director, Social Services Agency



Caroline Judy
Acting Director, General Services Agency

Attachment

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller/Clerk-Recorder
Donna R. Ziegler, County Counsel

ATTACHMENT

IN-PLACE INTERPRETATION AND DOCUMENT TRANSLATION SERVICES
RFP NO. 901214
07/01/15 – 06/30/18

<i>Vendor</i>	<i>Location</i>	<i>Dollar Value of Pooled Contract Award</i>
<i>Accent on Languages, Inc. SLEB Waiver #F587-A Valid through 06/30/18</i>	<i>1840 Alcatraz Avenue, Suite C1-A Berkeley, CA 94703</i>	<i>\$3,351,000 (\$1,117,000 per year)</i>
<i>Excel Interpreting LLC SLEB Waiver #F587-B Valid through 06/30/18</i>	<i>1804 Tribute Road, Suite 207 Sacramento, CA 95815</i>	
<i>Geneva Worldwide, Inc. SLEB Waiver #F587-C Valid through 06/30/18</i>	<i>256 West 38th Street, 10th Floor New York, NY 10018</i>	
<i>Interpreters Unlimited, Inc. SLEB Waiver #F587-D Valid through 06/30/18</i>	<i>11199 Sorrento Valley Road, Suite 203 San Diego, CA 92121</i>	

REQUEST TO ENCUMBER, ADD, LIQUIDATE FUNDS OR PAY CONTRACTOR

PART I: REQUEST FROM CONTRACTING DEPARTMENT

Reg ID# 7837

1. Contractor's Name: Interpreters Unlimited, Inc.
2. Remittance Address: 11199 Sorrento Valley Road, Suite 203, San Diego, CA 92121
3. Contractor's Vendor ID: 73045 4. Master Contract #: 901214 5. Procurement Contract #: 11260
6. Description of Contract: Services As Needed (SAN) In-Place Interpretation & Document Translation
7. Procurement Contract Begin Date: 07/01/2015 8. Procurement Contract Expire Date: 06/30/2018
9. Elation Project Info: A. ☐ Sub-Contractor Compliance Required B. ☐ Labor Compliance Required
10. Board Waiver #: _____ GSA Waiver #: _____ Federal Fund Waiver #: _____
11. **ENCUMBER FUNDS IN A NEW PURCHASE ORDER**
 Date of Board Minute Order: 06/23/2015 File/Item/Contract Number: 14
 Total Amount Authorized By Board: \$ 3,351,000 Amount to be Encumbered: \$ 279,250
 Justification if partial encumbrance requested: We are encumbering 1/3 each year for three years.
12. **ADD FUNDS TO AN EXISTING PURCHASE ORDER**
 PO Number: 13455
 Date of Board Minute Order: _____ File/Item/Contract Number: _____
 Total Amount Authorized By Board: _____ Amount to be Encumbered: _____
 Justification if partial encumbrance requested: _____
13. **LIQUIDATE FUNDS FROM A PURCHASE ORDER**
 Purchase Order Number: _____ Amount to be Liquidated: _____
 Liquidation Justification: _____
14. **PAY CONTRACTOR - ATTACH INVOICE** PO#: _____ PO Type: _____
 Business Unit: _____ Voucher #: _____
 Invoice #: _____ Amount Due \$: _____ Service Period: _____
15. **Payment Handling (See Reverse):** ☐ US-Mail ☐ DP-Return to Department ☐ SP-Department Pick Up
☐ AA-Mail w/Attachments ☐ 3rd Party CBAP Pay Comments _____
16. Dept. Claims Processor: _____ Dept. Claims Approver: _____

Authorized signatory below certifies that contractor has provided goods/services as invoiced and verifies the mathematical accuracy of the invoice; that all financial provisions of the contract have been met (including the rates charged); that all invoiced items are specifically authorized by the contract and no contract limits have been exceeded (in total, by month or by expense category).

17. ACCOUNTING INFORMATION

Business Unit	Account	Fund	Dept	Program	BY	Subclass	Proj/Grant	Amount
See Attachment								See Attachment
							Total	\$ 279,250

18. A. Send Response to: Brenden Anderson B. QIC: 20203 C. Phone: (510) 267-9451
19. A. Authorized Signature: [Signature] B. Department: SSA Contracts C. Date: 9/22/15
20. Print Name of Authorized Signatory: Charollette Smith

PART II: RESPONSE FROM AUDITOR-CONTROLLER

- ☐ The Auditor-Controller encumbered _____ in a new PO. The PO Number is _____
- ☐ The Auditor-Controller added _____ to PO Number _____
- ☐ The Auditor-Controller liquidated _____ from PO Number _____
- ☐ Contractor payment Approved ☐ Contractor payment Denied-Reason: _____
- ☐ This form is being returned to you due to insufficient funds in the appropriation account.
- ☐ The following information is needed before this request can be processed.

Signature of Contract Processor/Claims Approver _____ Date: _____

17. ACCOUNTING INFORMATION

Business Unit	Account	Fund	Dept	Program	BY	Amount
SOCSA	610271	10000	320100	30000	2016	\$ 131,750.00
SOCSA	610271	10000	320100	31000	2016	\$ 59,345.50
SOCSA	610271	10000	320100	33001	2016	\$ 750.00
SOCSA	610271	10000	320100	33050	2016	\$ 500.00
SOCSA	610271	10000	320100	33100	2016	\$ 10,000.00
SOCSA	610271	10000	320100	33300	2016	\$ 750.00
SOCSA	610271	10000	320100	33500	2016	\$ 500.00
SOCSA	610271	10000	320100	36000	2016	\$ 654.50
SOCSA	610271	10000	320100	36999	2016	\$ 75,000.00
						\$ 279,250.00

11260

Standard Agreement Information 110-9 SupplementContractor Name: Interpreters Unlimited, Inc.Contract Signatory name: Shamus Sayed Title: V.P. of Sales Sayed Email: shamus.sayed@iugroup.comContact Person name: Same as Above Email Address: 11199 Sorrento Valley Road, Suite 203, San Diego, CA 92121Telephone: (858) 866-1130 Fax: Location #: N/A BOS Dist #: N/A CFDA #: N/A Requisition #: N/APeriod of Funding: Start Date 7/1/10 End Date 6/30/18

Funding Source Allocation	Federal 44%	State 32%	County 24%	Total
Current fiscal year (FY1516)	\$ <u>122,870</u>	\$ <u>89,360</u>	\$ <u>67,020</u>	\$ <u>279,250</u>
Next fiscal year (FY1617)	\$ <u>122,870</u>	\$ <u>89,360</u>	\$ <u>67,020</u>	\$ <u>279,250</u>
Next fiscal year (FY1718)	\$ <u>122,870</u>	\$ <u>89,360</u>	\$ <u>67,020</u>	\$ <u>279,250</u>
Total contract	\$ <u>368,610</u>	\$ <u>268,080</u>	\$ <u>201,060</u>	\$ <u>837,750</u>

Finance Source: Title IV-E, CalWORKsProcurement Source AIP RFP ✓ Sole One line description of Service: In-Place Interpretation and Document Translation.

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Interpreters Unlimited, Inc. DEPT #: 320100

TITLE/SERVICE: In-Place Interpretation & Document Translation

DEPT. CONTACT: Connie Linas PHONE: 510-780-8899

I. INFORMATION ABOUT THE CONTRACTOR		YES	NO
1. Name of Contractor			
2. Address			
3. City			
4. State			
5. Zip			
6. Phone Number			
7. Fax Number			
8. E-mail Address			
9. Website			
10. Type of Contractor			
11. Experience			
12. References			
13. Other Information			

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: _____

No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____

No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES	YES NO
--	---------------

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

1. Is the contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

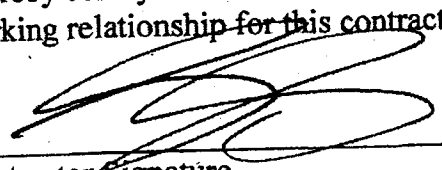
IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()
3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

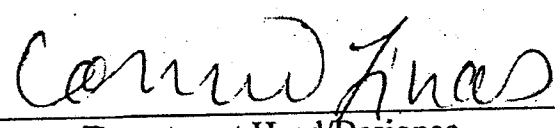
CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.


Contractor Signature

Shamus Sayed
Printed Name

June 2, 2015
Date


Agency/Department Head/Designee
Signature

Connie Linas
Printed Name

6-30-15
Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of June 29, 2015, is by and between the County of Alameda, hereinafter referred to as the "County", and [REDACTED] hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain in-place interpretation and document translation services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide in-place interpretation and document translation services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables/Reports
- Exhibit A-3 Description of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E The Iran Contracting Act of 2010


The term of this Agreement shall be from July 1, 2015 through June 30, 2018.

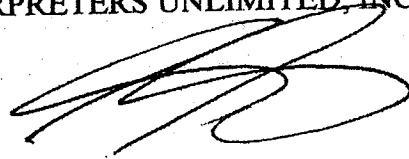
The County neither warrants nor guarantees any minimum or maximum compensation to the Contractor under this Agreement. Contractor shall be paid for actual services performed on behalf of the County. The compensation payable to Contractor hereunder shall not exceed the pooled amount of One Million, One Hundred Seventeen Thousand dollars (\$3,351,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

INTERPRETERS UNLIMITED, INC.

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Shamus Sayed
(Printed)

Title: Purchasing Agent

Title: V.P. of Sales & Marketing

Date: 6/29/15

Date: June 2, 2015

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this

Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
2000 San Pablo Ave., 4th Floor
Oakland, CA 94611
Attn: Connie Linas

To Contractor: INTERPRETERS UNLIMITED, INC.
11199 Sorrento Valley Road, Suite 203
San Diego, CA 92121
Attn: Shamus Sayed

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam-era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam-era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority-owned and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.
- The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.
18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement,

all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its in-place interpretation and document translation services shall not exceed \$3,351,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of

participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor-Controller Agency's Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and

includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including,

without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor

Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide in-place interpretation and document translation services with the Specific Requirements, Deliverables/Reports, and Description of Services set on this Exhibit A, consisting of the following:

Exhibit A-1	Specific Requirements
Exhibit A-2	Deliverables/Reports
Exhibit A-3	Description of Services

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901214, including any addenda, specifically including Exhibit A of the RFP, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Sayed Ali	President
Shamus Sayed	Vice President of Sales & Marketing
Laura Firenzi	Manager of Operations
Jessica Crespo	Client Relations Supervisor
Edith Elizando	Accounting Manager
Jaime Ponce	Interpreter Recruitment

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during

the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS

1. Services

- a. Contractor shall provide in-person language services and translation of documents. Contractor shall provide interpreters that are qualified and have training in providing the services to the County, including specific training in confidentiality.
- b. All references to "clients" refer to the individuals provided services by the County.
- c. Specific services that must be provided by include:
 - (1) In-person oral translation services, to occur at a County office, a client's home, a foster home, or any other location as needed by the County for the provision of services.
 - (2) Translation of written County communication.
- d. Interpreters shall be able to accurately translate oral communication involving two or more individuals. Verbal translation services may occur during, but are not limited to, Team Decision Making (TDM) meetings, County staff home visits with clients, and meetings with clients at a County office.
- e. Contractor shall provide interpreters capable of providing services in situations including the following:
 - a. A TDM meeting is a meeting held at an office, during which County staff, clients, community members, service providers, and others discuss and create a plan to best maintain the safety of a child. There may be approximately 2 – 10 participants in a TDM, and the interpreter must be able to accurately translate communication from all involved parties. The TDM meetings are often emotional in nature and will require interpreters to provide interpretation in difficult conditions. Interpreters must also be willing to provide language services in the homes of clientele. Those homes are located throughout the Bay Area.
 - b. Some home visits with families involve child abuse investigations, which are very sensitive and forensic in nature. These may include investigations to determine if emotional, physical, or sexual abuse has

occurred and if a child's life and safety is in danger. As with all client contact, these are confidential and professional meetings that require a highly professional level of service from interpreters. Interpreters must always translate exactly what is said and know when to ask a group of people to slow down and be experienced at regulating the speed of a meeting to ensure that accurate, exact interpretation is provided.

- c. Contractor must also translate written staff-client communications, including case court reports submitted to the court, letters, forms, and other communication with clients. All content of written communications are confidential, and court reports contain technical terms related to service delivery and the family's dependency related issues, all of which necessitates the interpreter's ability to accurately translate such content.

2. Requirements

- a. Each interpreter provided will have a language proficiency certification procedure in place to verify competency as a condition of as an interpreter in the language requested.
- b. Contractor shall provide County quick and short notice access to an interpreter and shall meet the following minimum standards:
- (1) Standard appointments for interpretation and/or translation service within 24 hours.
 - (2) Short Notice appointments within less than 24 hours to provide interpretation and/or translation service during business hours, between 8 a.m. and 5 p.m.
 - (3) After Hours service is between 5 p.m. and 8 a.m., regardless of when notice is given.
- c. The Contractor will have the capability of providing coverage in excess of one hundred fifty (150) languages , including but not limited to the following:

Afrikaans	Finnish	Lithuanian	Sibvano
Akan	Flemish	Macedonian	Sicilian
Albanian	French	Malay	Sindhi
American Sign Language	Fukien Chinese	Malayalam	Sinhalese
Amharic	Fukienese	Malaysian	Slovakian
Apakapa	Georgian	Mandarin	Slovenian

Arabic (six dialects)	German	Marathi	Somali
Armenian	Greek	Mesquito	Spanish
Ashkarik	Gujarati	Mestaco	Swahili
Assyrian	Haitian	Mien	Swedish
Azerbaijani	Hakka	Mixteco	Tagalog
Basque	Hebrew	Moldavian	Tagrinyan
Bengali	Hindi	Mongolian	Taiwanese
Bosnian	Hmong	Nagamese	Tamil
Bulgarian	Hoiping Chinese	Navajo	Telugu
Burmese	Hungarian	Nepali	Thai
Cambodian	Ibo	Norwegian	Tibetan
Cantonese	Ilocano	Nuer	Tigrinya
Catalan	Ilongo	Oaxaca	Toisan
Cebuano	Indonesian	Oromo	Toishanese
Chamorro	Italian	Pangasinan	Tongan
Chiu	Japanese	Papiamento	Tulu
Choktaw	Kamasaja	Pashto	Turkish
Chow	Kanarese	Persian	Ukrainian
Chuukese	Kannada	Polish	Urdu
Creole	Kapangpongan	Pompango	Urghur
Croatian	Karen Segaw	Portuguese Brazilian	Vietnamese
Czech	Karenni	Portuguese European	Visayan
Danish	Kinyarwanda	Punjabi	Yemeni
Dari	Kirundi	Romanian	
Dutch	Konkani	Russian	
Estonian	Korean	Samoan	
Farsi	Kurdish	Sephardic Konkani	
Fijian	Laotian	Serbian	
Fijian-Hindi	Latvian	Shanghainese	

- d. Contractor will maintain interpretation service capability 24 hours per day, seven days per week.
- e. Contractor shall have all interpreters appear at the assigned location at least 10 minutes prior to the scheduled start time. Contractor shall notify all interpreters of the difficulty in parking so that they can plan accordingly so they do not delay proceedings by appearing late.

- f. If County notifies Contractor of an issue with any interpreter or linguist, Contractor shall promptly take actions to address the issued, including meeting with the interpreter or linguist. If further issues arise, at County's request, Contractor shall not provide services using that interpreter or linguist.
- g. The County will not be charged and will not reimburse Contractor for any mileage or travel time.

EXHIBIT A-2

DELIVERABLES/REPORTS

1. Deliverables/Reports

Contractor will submit to requested reports to County departments, at no additional cost, monthly reports of services rendered. These reports must include, but not be limited to:

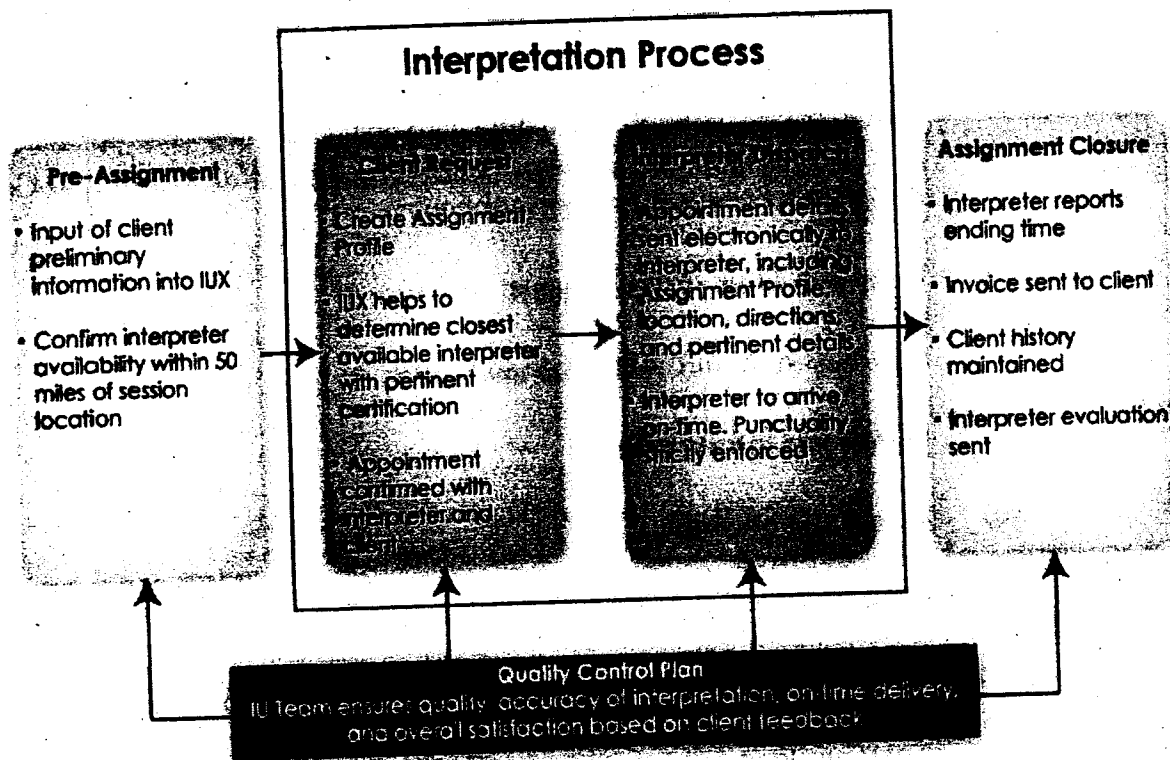
- a. Interpretation Services Details:
 - (1) Languages Requested
 - (2) Requester Contact Information (including, but not limited to, requester name, access code if applicable, personal code such as a phone extension or a worker number, or other identifying code, if available, and County department requesting such service)
 - (3) Date and Time of the Request
 - (4) Services Start and End Date and Time
 - (5) Interpreter Information
 - (6) Rate Code or Rate
 - (7) Total Charge per Service
- b. Monthly Interpretation Summary Report – Usage by Language:
 - (1) Total number and percentage of Languages Requested
 - (2) Total Charge Per Language
- c. Monthly Call Summary Report – Usage by Department:
 - (1) Total number and percentage of Request per Department
 - (2) Details of Languages Requested per Department
 - (3) Total Charges per Department

EXHIBIT A-3

DESCRIPTION OF SERVICES

1. Scheduling an Interpreter

Contractor will provide direct services to County by personally assessing assignments, obtaining necessary information, drawing conclusions and recommending and/or implementing courses of action in accordance with normal practices and procedures. Contractor shall use the following workflow process to assure the needs of the County are met (for purposes of this chart only, client refers to County):



a. IUX: Interpretation and Translation Management Software

Using IUX, Contractor will manage:

- (1) All aspects of interpreters and translators, from scheduling and payment to annual 1099 tax form generation;
- (2) 72/48/24 Hour Interpreter Status Notifications – minimizing no-shows and ensuring on-time arrival;
- (3) Multiple assignments throughout the country;

- (4) Customer Relations Management;
- (5) Quality Assurance and Monitoring;
- (6) Accounting;
- (7) Client Reports; and
- (8) Human Resources.

- b. Interpreter Call Form: Contractor shall use this form to communication with the interpreters:

This screen, also known as the Interpreter Dashboard, shows all the activities associated with this interpreter. The space at the bottom allows for notes specific to this interpreter.

This screen links to the following pages related to this specific interpreter:

- (1) Today's schedule;
- (2) Confirmation for tomorrow's appointments;
- (3) Future appointments;
- (4) Past appointments;
- (5) Past appointment requiring ending times;
- (6) Appointments needing to be billed so interpreter can be paid; and
- (7) Any tasks associated to this interpreter, i.e., get new phone number, verify appointment details, etc.

- c. WebIUX: Contractor's Client Portal

Contractor's client portal, WebIUX, will allow County to:

- (1) Enter appointments at convenience, saving time spent calling in.
- (2) View appointment history, regardless if method of entry (phone, fax or web), allowing you to gather valuable patient trends to maximize your services.

- (3) See LEP/County history, sorted by LEP/County, which will assist in interpreter scheduling and assignment grouping, saving money.
- (4) Ability to authorize appointments, saving the time needed to call.
- (5) Visibility of all assignments, by all users, allowing management reporting needs.

2. Translation Process

Contractor houses a division that specializes in providing accurate and reliable document translation services. Material for translation will be submitted through Contractor website, email, or regular mail. Document translations shall be returned to County within a 2-3 business day turn around, on average. Contractor shall continue to work with a large pool of translators with various subject matter and language expertise including but not limited to the languages indicated in Exhibit A. All document translation is done word-by-word, meaning-for-meaning, and follows the process outlined below. Contractor shall verify the qualification of any translators working on a given project based on the needs of the assignment.

a. Document Submission

Source material for translation can be provided via email, postal mail, or by fax. Contractor preserves original source document layout, graphics, and visuals, for all file formats (i.e. .doc, .pdf, etc.) and utilizes software systems to guarantee that translated versions meet all deliverable specification. Translation assignments will be confirmed upon receipt and completed in within the estimated timeframe communicated to the County.

b. Editing & Proofreading

Translators are responsible for converting, revising, editing, and proofreading all materials prior to their submission. All drafts and submitted work is susceptible to third party review, whether it by a representative of the County, a Contractor project/contract manager, or a member of Contractor's team of Senior Language Experts. Edits and amendments will be made at no cost to the County.

c. Document Formats/Layout

Contractor translators are trained and experienced in industry standard computer assisted translation software suites, such as TRADOS, and proficient in other

desktop publication software—namely, Adobe InDesign, Adobe Photoshop, Microsoft Office Publisher, and Microsoft Office Suite (for Mac and Windows).

d. Project Management Structure: Contractor shall follow the following structure:

Translations are received by Contractor staff members who, in turn, assign the translations to qualified language professionals. The assigned translator(s) is/are responsible for converting source documents, proofreading, desktop publishing, and return delivery to County.

(1) Project Planning

- a) Source material is sent to Project Manager. Confirmation of receipt sent on same business day;
- b) Finalize project requirements;
- c) Assign translation team;
- d) Collect and verify source material, reference material, existing glossaries; and
- e) Cost (based on proposed rate) and delivery estimate for the specific assignment will be provided within 24 hours. Email or fax acceptance is requested.

(2) Translation

- a) Upon document acceptance, translation begins;
- b) Create/update glossaries and translation memories;
- c) Translate into target language(s);
- d) County feedback;
- e) Typesetting and formatting is a part of this process; and
- f) Communication of status will be provided throughout assignment by Project Manager.

(3) Proofreading and Editing

- a) Translation is completed by translator and sent to secondary, equally qualified proofreader/editor;
- b) Proofread by subject matter expert; and
- c) Quality control, accuracy, format checks are all performed by proofreader.

(4) Project Delivery & Completion

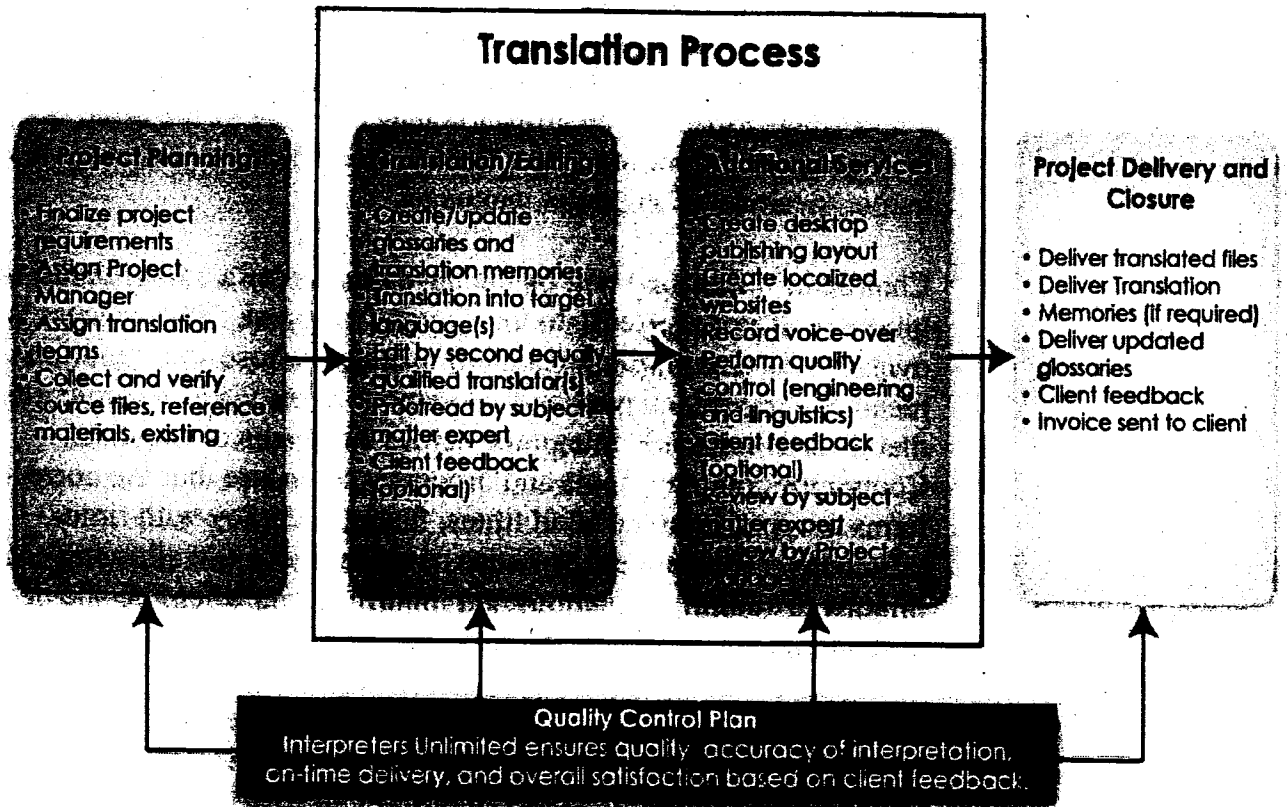
- a) Assignment is now completed and sent via email or preferred delivery method by Project Manager;
- b) County feedback; and
- c) Invoice sent to County.

(5) Quality Control Plan

- a) All steps above will be overseen and checked by S. Sayed; and
- b) All information stored on secure electronic storage, protected by VPN and redundant firewalls.

e. Translation Workflow Chart

Contractor shall use the following workflow process for translation management to assure the needs of the County are met (for purposes of this chart only, client refers to County):



f. **Provision of Quality Assurance**

(1) **Translation Quality**

Contractor will only use certified translators carefully selected to match the subject matter and content of your project. Upon request, Contractor will provide County with a Certificate of Attestation which certifies, under a notary seal, the accuracy of our translations.

(2) **100% Translation Quality Guarantee**

Contractor will provide a 100% accuracy guarantee for all translations. If County is not completely satisfied with a completed translation, Contractor will fix it, free of charge, until it meets County's full satisfaction. If there are any issues or questions with one of Contractor's translations, Contractor will work with County until completely satisfied with the quality and accuracy of County's translations.

(3) **Contractor's Quality Assurance Program**

Contractor's Quality Assurance Program for translation projects consists of a three- step translation process ("TEP": Translation – Edition – Proofreading/content management) and a final quality assessment ("QA") performed by the project manager. Each of the three steps in the TEP process is completed by a different certified translator team with native speakers of the target language.

Contractor's first step will be the development of a comprehensive glossary of terms specific to the County's project. This process is overseen by a terminology/content manager whose sole function is to receive, interpret, convert and implement terms via a dynamic glossary that is distributed and integrated across our teams of linguists. Contractor combines tools and processes to ensure that the correct terms are implemented at all times, fusing accuracy with time-efficiency. This process provides consistency, while allowing each linguist to submit adaptations and modifications where he/she deems appropriate.

For technical content and other translations that require a strong knowledge of industry- specific information, Contractor shall use reliable subject-matter experts to ensure the correct usage of industry terminology. These professional resources shall have access to translation glossaries, authoritative and up-to-date dictionaries and industry-specific terminology tools.

3. **Quality Assurance Plan:** Contractor shall follow the following Quality Assurance methods:

a. **Quality Assurance Department**

The Quality Assurance Department has the responsibility of monitoring interpreter performance and ensuring the consistent delivery of superior interpretation services for County. Contractor's proprietary software system, IUX, offers a multitude of applications to manage performance monitoring and reporting procedures.

(1) Contractor will use performance reports to:

- (a) Monitor how many appointments were filled in a given location during a defined time frame;
- (b) View how specific language usage by location;

- (c) Monitor accurate time reporting by interpreter and requestor;
- (d) Obtain feedback reports from clients; and
- (e) Determine quality rating for interpreters.

b. Tracking/Reporting

It is the responsibility of Contractor's Quality Assurance (QA) department to track the performance of each interpreter and publish monthly reports highlighting any nonperformers. The QA department utilizes Contractor's software system to track, monitor, and control the overall quality of interpreters.

c. Identification/Response/Corrective Action

In case of an unsatisfactory performance a formal request shall be sent to the interpreter for corrective action.

d. Policy Changes

Changes to the established Quality Assurance plan require recommendation from the Quality Assurance Plan director and approval from the President. There is no exception to this policy.

4. Problem Reporting and Coordination Procedures

Written Procedures for Problem Reporting

If there is a complaint:

- a. Contractor Representative addresses issue with internal staff/assigned interpreter
 - (1) Type of complaint;
 - (2) Assignment/Requirement(s) overview; and
 - (3) Perceived reason for complaint.
- b. Contractor Representative contacts County to discuss issue/contract compliance/history of service delivery
 - (1) Area of dissatisfaction;

- (2) Previous experience with process(es)/interpreter; and
 - (3) Review company/client expectations.
- c. Contractor's Representative and its Contract Administrator shall work to develop an appropriate course of action and discuss any possible ramifications resulting from the matter including:
- (1) Implement new process(es)/methodologies;
 - (2) Assign/Re-assign personnel.

The first step towards problem resolution is for County to contact Contractor at 800.726.9891 where a staff member will handle any matters that can be resolved from an employee level. Any problems that require manager assistance will be directed to the Manager of Client Relations, Laura Firenzi.

The next point of contact in contractor's organizational structure will be the Contract Administrator, Shamus Sayed.

The final point of contact in the Problem Escalation Clause is Sayed Ali, President.

5. Collecting and Documenting Feedback

a. Web Customer Feedback Form

The customer feedback form is an established company tool provided to all County authorized representatives following the conclusion of an initial interpretation assignment. The information collected in this survey is reviewed and recorded to assist in the building/maintenance of current quality assurance measures.

b. Complaint Documentation

Contractor will store information pertinent to County complaints/grievances securely in its proprietary software, IUX. These reports issued are received at the appropriate level, documented, and properly expedited into the system under the County profile.

Whether received in writing, by phone, fax, or email, all complaints are documented into a compatible PC format (.doc, .xls, .pdf) for quick reference and review within the County profile database. Additionally, hard copies of the correspondence are also kept on file for staff reference. County and contract files are managed internally by office staff and can be reviewed at any time at the request/discretion of the Contract Administrator. All files, physical and virtual, shall be securely kept.

6. Professional Commitment

Designated staff and oversight will be appointed to the Contract upon award. Contract administrators will be dedicated to the account and will stand in full service and support during the life of the contract. The County will have full functional access to contractor CRM tools and on-demand Customer Care services.

a. Customer Care Team

The County will have complete access to customer care staff using the toll free number, 800.726.9891. Contractor's customer relations department will provide the following feature and benefits:

- (1) Live telephone operator following automated prompts;
- (2) Available 24/7/365;
- (3) 100% Bilingual staff; and
- (4) Senior Language Experts on staff to ensure quality interpretations and translations;

7. Privacy and Confidentiality

Contractor staff including interpreters and translators will be required to adhere to guidelines in place to ensure the correct handling of sensitive and/or confidential information. Contractor shall have a zero tolerance policy for those who do not comply with these guidelines.

a. Compliance with HIPAA, FERPA and HITECH

Contractor will maintain a comprehensive system to ensure compliance with applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA) as

well as the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor Privacy Policy contains procedures addressing the protection, use, and disclosure of protected health information ("PHI") along with education/school records, accounting of disclosures, access by individuals and third parties to PHI, protection of PHI by contractors, business associate agreements, and training of employees.

b. How Contractor Protects Personal Information

Contractor will treat personal information securely and confidentially. Access to personal information will be limited to only those persons who need to know that information to provide support services to County. Contractor interpreters shall be trained on the importance of safeguarding this information and must comply with Contractor procedures and applicable laws. Contractor will employ strict physical, electronic, and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

Translators are not allowed to remove any documents that contain information defined as sensitive and/or confidential. Translators must adhere to the following guidelines:

- (1) Do not discuss the subject matter, details, or content of a translation project with anyone outside.
- (2) Follow guidelines of Contractor's Privacy Policy.

8. Reporting

Contractor's reporting abilities are completely customizable. Contractor will work with report recipients to learn what information they require and what additional information they would like to have.

a. System Reporting – Features, Capabilities, and Samples

IUX uses the latest SQL Database. This database has extensive capabilities, such as the Crystal Report Viewer, which can query any number of data fields, including:

- (1) Dates of Service;
- (2) Language;

- (3) Location;
- (4) Requesting Agency;
- (5) Requestor within Agency;
- (6) Patient/LEP;
- (7) Cost; and
- (8) Mileage.

All reports are provided in Excel format unless otherwise specified. Automated custom queries can also be established.

b. Secure Accessibility

Standard reports can be generated via County's WebIUX secure login information. Reports are generated real-time in Excel format and are available for download within seconds. Should County have a request for a custom report, this request can be made by calling its Contract Administrator. Results will be sent securely via email or will be made available for download via WebIUX.

- c. As a web based system, IUX allows the Contractor staff to receive service requests 24 hours a day. Although service requests can be submitted via email, fax, or phone, the quickest, most efficient and preferred method is via Contractor's website, www.InterpretersUnlimited.com. The County will be given a secured login ID allowing access to the following functionalities:

- (1) Request interpretation appointments
- (2) Authorize appointments, if applicable
- (3) View appointment histories

d. In addition, Web IUX also provides the following capabilities:

- (1) Digital Fax Manager - repository for all faxes including service requests and end-time reporting

- (2) Event Booking - tracks daily, weekly, monthly, and yearly interpretation sessions and translation
- (3) Invoice and Reporting - generates custom reporting and invoices based on user input and field customization
- (4) Bookkeeping - calculates financials and interfaces with QuickBooks
- (5) Interpreter Scheduling - repository for information required to book an appointment i.e. stores Assignment Profile
- (6) Contact Manager - organizes all customers, vendors, and employees contact information
- (7) Daily Task Manager - stores assignments organized by customer, by interpreter, or by employee
- (8) Online Function – allows County to login securely to schedule or view an appointment as well as allows interpreters to login in to report their end time and view their future assignments

9. Contract Administration

a. Implementing

Contractor will use both IUX software system as well as dedicated individual monitors to implement all contract processes. These will include:

Assignments

- (1) Create IUX account for County access.
- (2) Assign schedulers for exclusive County use, who will take phone calls and also monitor the IUX accounts to make sure all appointments are appropriately scheduled and filled.
- (3) Continue to develop specialized pool of reliable, excellent interpreters
- (4) Plug in all information to create effective Gantt charts.
- (5) Effectively communicate any changes with the entire team and County.
- (6) Ensure quality assurance.

b. Monitoring

Contractor will:

- (1) Maintain constant communication with County by establishing routine meetings or feedback sessions.
- (2) Provide any necessary feedback to the translators or interpreters to improve the quality and client experience of a session.
- (3) Manage any project issue escalation in a timely manner to ensure a smooth delivery.

EXHIBIT B

PAYMENT TERMS

- County will use reasonable efforts to make payment to Contractor upon successful completion and acceptance of the services within thirty (30) days upon receipt and approval of a complete invoice.

Interpretation Services				
Description	Unit of Measure	Year 1	Year 2	Year 3
Interpretation ¹ (Face-to-Face), including American Sign Language (ASL) and Common languages: Spanish, Vietnamese, Tongan, Cantonese, Mandarin, Urdu, Burmese, Farsi, Tagalog and Korean. Standard 24 hour notice	HOUR	\$70	\$70	\$70
Interpretation (Face-to-Face), including American Sign Language (ASL) and Common Languages: Short notice ² – less than 24 hours	HOUR	\$80	\$80	\$80
Interpretation (Face-to-Face), including American Sign Language (ASL) and Common Languages: After hours ³ – 5:00 P.M. to 8:00 A.M	HOUR	\$80	\$80	\$80
Interpretation (Face-to-Face): All Other Languages. Standard 24 hour notice	HOUR	\$85	\$85	\$85
Interpretation (Face-to-Face): All Other Languages: Short notice – less than 24 hours	HOUR	\$90	\$90	\$90
Interpretation (Face-to-Face): All Other Languages: After hours 5:00 P.M. to 8:00 A.M	HOUR	\$90	\$90	\$90
Translation Services				
Description	Unit of Measure	Year 1	Year 2	Year 3
Translation-Common languages: Spanish, Vietnamese, Tongan, Cantonese, Mandarin, Urdu, Burmese, Farsi, Tagalog and Korean. Standard 24 hour notice	WORD	\$0.19	\$0.19	\$0.19
Translation- Common Languages: Short notice – less than 24 hours	WORD	\$0.19	\$0.19	\$0.19
Translation: All other Languages. Standard 24 hour notice	WORD	\$0.21	\$0.21	\$0.21
Translation: All Other Languages: Short notice – less than 24 hours	WORD	\$0.21	\$0.21	\$0.21

¹ Two hour minimum payment for interpretation services for all languages and for appointments for interpretation services for all languages cancelled with less than 24 hour notice.

² Short Notice-less than 24 hours' notice given to provide interpretation and/or translation service during business hours, between 8 a.m. to 5 p.m.

³ After Hours-when interpretation service is provided between 5 p.m. and 8 a.m., regardless of when notice is given.

2. Invoices will be reviewed for approval by the County, Social Services Agency.
3. Total payment under the terms of this Agreement will not exceed the pooled amount of \$3,351,000, however, Contractor is not guaranteed any minimum amount. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Contactor shall submit monthly invoices by the 15th of the following month. To process invoices for payment County must receive a signed accurate invoice, all back-up documents and monthly reports listed in Exhibit A-2. Payments may be delayed until all invoice and reporting documents are submitted in completion.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Michael Ehrenfeld Company
2655 Camino Del Rio North
#200
San Diego CA 92108
INSURED
Interpreters Unlimited, Inc.
P.O. Box 27660

CONTACT NAME: Elinka De Simone
PHONE (A/C No. Ext.): (619) 683-9990 **FAX (A/C No.):** (619) 683-9999
E-MAIL ADDRESS: elinkad@ehrenfeldinsurance.com

San Diego CA 92198-1660

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co	25674
INSURER B: Travelers Casualty Ins. Co. of	19046
INSURER C: Landmark American Ins. Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15/16 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			1/1/2015	1/1/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:			1/1/2015	1/1/2016	GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS		1/1/2015	1/1/2016	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED	RETENTION \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions Claims Made			09/18/2014	09/18/2015	E&O Limit: \$2Mil Occ/\$2Mil Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
As respects General Liability, the County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives are named as additional insureds when required by written contract per blanket form #CGD1050494, General Liability Primary wording included.

CERTIFICATE HOLDER

(510)208-9626 jeremy.leung2@acgov.org

County of Alameda
GSA - Procurement & Support Services
Attn: Jeremy Leung
1401 Lakeside Drive, Suite 907
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Jacobson/ELINKA

ACORD 25 (2010/05)

INS025 (201005).01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Michael Ehrenfeld Company 2655 Camino Del Rio North #200 San Diego CA 92108	CONTACT NAME: Elinka De Simone PHONE (A/C No. Ext.): (619) 683-9990 FAX (A/C No.): (619) 683-9999 E-MAIL ADDRESS: elinkad@ehrenfeldinsurance.com																					
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	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
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	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	DED	RETENTION \$				EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
C	Errors & Omissions					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	Claims Made					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						E&O Limit \$2,000,000
						E&O Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach sheets for additional remarks schedule, if more space is required)

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(510) 208-9626 jeremy.leung2@acgov.org

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GSA - Procurement & Support Services
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Oakland, CA 94612

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AUTHORIZED REPRESENTATIVE

Steve Jacobson/ELINKA

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Interpreters Unlimited, Inc.

PRINCIPAL: Shamus Sayed

TITLE: V.P. of Sales & Marketing

SIGNATURE: 

DATE: 6/2/15

EXHIBIT E

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Interpreters Unlimited, Inc.

PRINCIPAL: Shamus Sayed TITLE: V.P. of Sales & Marketing

SIGNATURE:  DATE: 6/2/15

Purchase Order

Page: 1 of 3

County of Alameda
General Services Agency
 (510) 208-9600

Supplier: 0000073045
INTERPRETERS UNLIMITED
 P O BOX 27660
 SAN DIEGO CA 92198

Dispatched: 10/12/2015		PO Type: PBAP
Purchase Order SOCSA-0000013455	PO Date 10/8/2015	Revision
Payment Terms Net 30	Freight Terms FOB Dest., Freight Prepaid	Ship Via Vendor
Buyer Auditor-Controller Procur	Phone	Operator EGUZMAN

Ship To: 0422000007
 401 Broadway, Bsmt
 Oakland CA 94607
Attention: Mayberry, Marcia **SOCSA**

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt
1 - 1	30000-In-Place Interpretation & Document Translation Services	1.00	LOT	131750.00	131750.00
Contract ID: 0000000000000000000011260		Schedule Total		131750.00	
		Contract Line: 1	Release: 1	Category Line: 0	
		Item Total		131750.00	
2 - 1	31000-In-Place Interpretation & Document Translation Services	1.00	LOT	59345.50	59345.50
Contract ID: 0000000000000000000011260		Schedule Total		59345.50	
		Contract Line: 2	Release: 2	Category Line: 0	
		Item Total		59345.50	
3 - 1	33001-In-Place Interpretation & Document Translation Services	1.00	LOT	750.00	750.00
Contract ID: 0000000000000000000011260		Schedule Total		750.00	
		Contract Line: 3	Release: 3	Category Line: 0	
		Item Total		750.00	
4 - 1	33050-In-Place Interpretation & Document Translation Services	1.00	LOT	500.00	500.00
Contract ID: 0000000000000000000011260		Schedule Total		500.00	
		Contract Line: 4	Release: 4	Category Line: 0	
		Item Total		500.00	
5 - 1	33100-In-Place Interpretation & Document Translation Services	1.00	LOT	10000.00	10000.00
Contract ID: 0000000000000000000011260		Schedule Total		10000.00	
		Contract Line: 5	Release: 5	Category Line: 0	
		Item Total		10000.00	
6 - 1	33300-In-Place Interpretation & Document Translation Services	1.00	LOT	750.00	750.00
Contract ID: 0000000000000000000011260		Schedule Total		750.00	
		Contract Line: 6	Release: 6	Category Line: 0	

This Purchase Order Agreement shall be governed by the State of California. Acceptance of it is subject to the Terms and Conditions on the face and back hereof. Additional terms on VENDOR's form are objected to and rejected and shall not be a part of this agreement.

Authorized Signature



Page: 2 of 3

Supplier: 0000073045
INTERPRETERS UNLIMITED
P O BOX 27660
SAN DIEGO CA 92198

Ship To: 0422000007
401 Broadway, Bsmt
Oakland CA 94607
Attention: Mayberry, Marcia

This Purchase Order Agreement shall be governed by the State of California. Acceptance of it is subject to the Terms and Conditions on the face and back hereof. Additional terms on VENDOR's form are objected to and rejected and shall not be a part of this agreement.

Authorized Signature

Purchase Order

Page: 3 of 3

County of Alameda
General Services Agency
(510) 208-9600

Supplier: 0000073045
INTERPRETERS UNLIMITED
P O BOX 27660
SAN DIEGO CA 92198

Dispatched: 10/12/2015		PO Type: PBAP
Purchase Order SOCSA-0000013455	PO Date 10/8/2015	Revision
Payment Terms Net 30	Freight Terms FOB Dest., Freight Prepaid	Ship Via Vendor
Buyer Auditor-Controller Procur	Phone	Operator EGUZMAN

Ship To: 0422000007
401 Broadway, Bsmt
Oakland CA 94607
Attention: Mayberry, Marcia SOCSA

PURCHASE ORDER AGREEMENT - TERMS AND CONDITIONS

1. This Purchase Order and any documents referred to on the face hereof constitute the entire agreement between the parties and may be modified verbally, followed by written verification.
2. THE COUNTY SHALL PAY SALES TAX AND USE TAX IF APPLICABLE.
3. No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.
4. VENDOR agrees to deliver all items on this purchase order FOB Destination unless otherwise specified in this order. FOB Destination shall mean that the VENDOR pays all shipping costs, and title shall transfer to the County only upon receipt and acceptance by an authorized representative of the County.
5. All articles furnished shall be subject to inspection by representatives of the County for defects or non-compliance with specifications. If VENDOR shall fail to deliver as promised or delivers any article which does not conform to specifications, the County may, at its option, set aside the contract entered into with said VENDOR, either in whole or in part, and enter into a new contract in accordance with law. Any additional cost or expense incurred by the County in making of such contract and any additional cost of supplying any article or articles by reason of the failure of the VENDOR shall be paid by VENDOR and his sureties, if any.
6. VENDOR will not be held liable for failure or delay in fulfillment if hindered by fires, strikes or Acts of God (force majeure).
7. County may terminate this contract for cause in the event of a default by VENDOR. In such event, County shall not be liable to VENDOR for any amounts, and VENDOR shall be liable for, and shall hold County harmless from, any damages occasioned by the VENDOR's breach or default.
8. VENDOR warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material. If VENDOR has been informed of the use of the products, VENDOR also warrants that the items furnished hereunder are suited and appropriate for such use. VENDOR shall indemnify and hold the County harmless from any breach of this warranty, and no limitations on County's remedy in VENDOR's documents shall reduce this indemnification. VENDOR shall extend all warranties it receives from its vendors to the County. This warranty is in addition to all warranties contained under the law.
9. VENDOR warrants that the prices quoted hereunder are the lowest prices at which these or similar articles are sold by the VENDOR to other customers. Any price reduction between execution of the purchase order and delivery of the goods, shall be granted to the County.
10. County may delay delivery or acceptance of goods due to an unforeseen event. VENDOR shall hold the goods pending County's direction, and County shall be liable only for direct increased costs incurred by the VENDOR by reason of County's directive.
11. The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.
12. The VENDOR shall hold the County of Alameda, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret processes, patented or unpatented invention articles or appliances furnished or used under this order.
13. To the fullest extent of the law, VENDOR shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, officers, employees and agents from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury, or personal injury, to any person or persons (including employees of VENDOR or County) or damage of any property (including property of VENDOR or County) which arises out of or is connected with VENDOR's performance of this Purchase Order Agreement except where such liabilities are caused solely by the negligence or willful misconduct of the County.
14. The VENDOR and his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with furnishing of materials and services listed herein.
15. If any material or the ingredient of any material furnished by the VENDOR is hazardous as defined by Federal or California statute, the VENDOR shall provide to the County Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200.
16. No part of this order may be assigned or subcontracted without the prior written approval of the County.
17. All shipments, shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Invoices must have a unique identifying number. Overshipments will not be accepted unless authorized by Buyer.
18. Alameda County will only make payments against invoices which are: "ORIGINAL", "CUSTOMER COPY" or a copy of invoice that has been "CERTIFIED AS ORIGINAL" and which has been SIGNED BY an officer of Vendor with his/her title.
19. Terms, if not otherwise specified herein, shall be Net 30 days. Cash discount and payment date will be computed from the date of acceptance of the order (partial or complete) or receipt of invoices, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant or check. The County does not pay, and is not subject to, any late charges, fees or penalties of any kind.

This Purchase Order Agreement shall be governed by the State of California. Acceptance of it is subject to the Terms and Conditions on the face and back hereof. Additional terms on VENDOR's form are objected to and rejected and shall not be a part of this agreement.

Authorized Signature



ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 10/13/2015

Approved as Recommended ☒

Other ☐

Unanimous ☒ Chan: ☐ Haggerty: ☐ Miley: ☐ Valle: ☐ Carson: ☐ - ☐ 5

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-901214.C-11139.C-11140.C-11259.C-11260

Documents to be signed by Agency/Purchasing Agent:

File No. _____

Item No. 27

Copies sent to:


Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

Clerk of the Board
Board of Supervisors

By: 
Deputy



AGENDA # _____, October 13, 2015

CAROLINE JUDY, Acting Director

1401 LAKESIDE DRIVE, OAKLAND, CALIFORNIA 94612 510 208 9700 FAX 510 208 9711 www.acgov.org/gsa/

September 28, 2015

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

**SUBJECT: AMEND THE CONTRACT FOR IN-PLACE INTERPRETATION AND
DOCUMENT TRANSLATION SERVICES, REQUEST FOR PROPOSAL
NO. 901214; POOLED AMOUNT: \$180,000**

RECOMMENDATION:

Approve and authorize the Purchasing Agent to amend Master Contract No. 901214, by increasing the contract amount from \$3,351,000 to \$3,531,000 (\$180,000 increase), with no change to current contract term of 07/1/15 – 06/30/18; and adding Alameda County Behavioral Health Care Services and the Alameda County Library to the contract to provide in-place interpretation and document translation services, with the following pool of vendors:

- A. Accent on Languages, Inc. (Principal: Francine Kuipers; Location: Berkeley), Procurement Contract No. 11139;
- B. Excel Interpreting, LLC (Principal: Koy Saephan; Location: Sacramento), Procurement Contract No. 11140;
- C. Geneva Worldwide, Inc. (Principal: Laura DeSilva; Location: New York, NY), Procurement Contract No. 11259; and
- D. Interpreters Unlimited, Inc. (Principal: Shamus Sayed; Location: San Diego), Procurement Contract No. 11260.

DISCUSSION/SUMMARY:

On June 23, 2015, Item No. 4, your Board approved a three-year contract for the Social Services Agency (SSA) for interpretation and translation services. Alameda County Behavioral Health Care Services (BHCS) and Alameda County Library (ACL) have requested to be added to this contract. Federal and State laws mandate the provision of on-site interpreters for non-English speaking clients. The County of Alameda Guide to Medi-Cal Mental Health Services states the following: "The County Mental Health Plan is required to provide services in the language of choice or by an interpreter free of charge." BHCS expects the number of non-English speaking clients that will be eligible for mental health services to increase. The ACL has requested to use this contract for on-site interpretation for American Sign Language patrons.

SELECTION CRITERIA/PROCESS:

SSA worked with General Services Agency (GSA)-Procurement & Support Services to develop and issue a Request for Proposal (RFP), issued on June 9, 2014. There were a total of 14 responses received. Accent on Languages, Inc.; Excel Interpreting LLC; Interpreters Unlimited, Inc.; and Geneva Worldwide, Inc. were the four highest scoring qualified vendors for both interpretation and translation services and were all awarded a contract. The Auditor-Controller Agency-Office of Contract Compliance issued Federal Grant Funds SLEB Waivers #F587-A to Accent on Language; #F587-B to Excel Interpreting LLC; #F587-C to Geneva Worldwide, Inc.; and #F587-D to Interpreters Unlimited, Inc. All SLEB waivers expire on June 30, 2018.

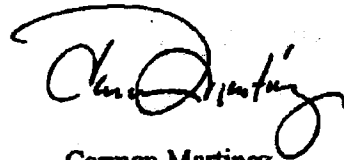
FUNDING:

Appropriations for this contract are included in the SSA, ACL and BHCS FY 2015-16 Approved Budgets and will be requested in future budget years. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,



Alex Briscoe
Director, Health Care Services Agency



Carmen Martinez
Interim County Librarian



Caroline Judy
Acting Director, General Services Agency

CJ:ST:am: I:\Board Letters\Purchasing\FY 2015-16\901214_BL_In-place Interpretation and Document Translation.doc

Attachment

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller/Clerk-Recorder
Donna R. Ziegler, County Counsel

ATTACHMENT

IN-PLACE INTERPRETATION AND DOCUMENT TRANSLATION SERVICES
RFP NO. 901214
7/1/15 -6/30/18

<i>Vendor</i>	<i>Location</i>	<i>Dollar Value of Pooled Contract Award</i>
<i>Accent on Languages, Inc. SLEB Waiver #F587-A Valid through 06/30/18</i>	<i>1840 Alcatraz Avenue, Suite C1-A Berkeley, CA 94703</i>	<i>\$3,531,000</i>
<i>Excel Interpreting LLC SLEB Waiver #F587-B Valid through 06/30/18</i>	<i>1804 Tribute Road, Suite 207 Sacramento, CA 95815</i>	
<i>Geneva Worldwide, Inc. SLEB Waiver #F587-C Valid through 06/30/18</i>	<i>256 West 38th Street, 10th Floor New York, NY 10018</i>	
<i>Interpreters Unlimited, Inc. SLEB Waiver #F587-D Valid through 06/30/18</i>	<i>11199 Sorrento Valley Road, Suite 203 San Diego, CA 92121</i>	

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Interpreters Unlimited, Inc., ("Contractor") with respect to that certain agreement entered by them on June 29, 2015 (referred to herein as the "Contract") pursuant to which Contractor provides in-place interpretation and document translation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County ("Effective Date").
3. Effective October 1, 2015, the Contractor shall begin in-person interpretation and document translation services with Alameda County Library and Behavioral Health Care Services.
4. In consideration for Contractor's additional services, the County shall pay Contractor an additional pooled amount not to exceed one hundred and eighty thousand dollars (\$180,000). As a result of these additional services the not to exceed amount has increased from the pooled amount of three million three hundred fifty one thousand dollars (\$3,351,000) to three million five hundred thirty one thousand dollars (\$3,531,000) over the term of the Agreement and any amendments.
5. Item 20 of the Standard Services Agreement has been amended as follows:

20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its in-place interpretation and document translation services shall not exceed \$3,531,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:**

a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Shall not knowingly enter into any covered transaction with a person

who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

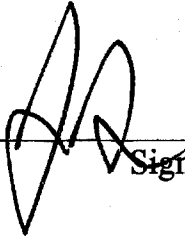
8. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

INTERPRETERS UNLIMITED, INC.

By: _____



Signature

Name: _____

Tom Glau
(Printed)

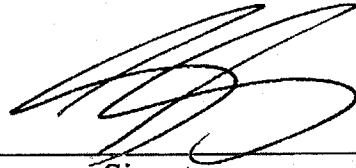
Title: _____

Purchasing Agent

Date: _____

11/4/15

By: _____



Signature

Name: _____

Shamus Sayed
(Printed)

Title: _____

V.P. of Sales & Marketing

Date: _____

October 22, 2015

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

REVISED EXHIBIT B
PAYMENT TERMS

1. Except as expressly modified by this Exhibit B, all of the terms and conditions of the original Exhibit B – Payment Terms are and remain in full force and effect.
2. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

Interpretation Services				
Description	Unit of Measure	Year 1	Year 2	Year 3
Interpretation ¹ (Face-to-Face), including American Sign Language (ASL) and Common languages: Spanish, Vietnamese, Tongan, Cantonese, Mandarin, Urdu, Burmese, Farsi, Tagalog and Korean. Standard 24 hour notice	HOUR	\$70	\$70	\$70
Interpretation (Face-to-Face), including American Sign Language (ASL) and Common Languages: Short notice ² – less than 24 hours	HOUR	\$80	\$80	\$80
Interpretation (Face-to-Face), including American Sign Language (ASL) and Common Languages: After hours ³ – 5:00 P.M. to 8:00 A.M.	HOUR	\$80	\$80	\$80
Interpretation (Face-to-Face): All Other Languages. Standard 24 hour notice	HOUR	\$85	\$85	\$85
Interpretation (Face-to-Face): All Other Languages: Short notice – less than 24 hours	HOUR	\$90	\$90	\$90
Interpretation (Face-to-Face): All Other Languages: After hours 5:00 P.M. to 8:00 A.M.	HOUR	\$90	\$90	\$90
Translation Services				
Description	Unit of Measure	Year 1	Year 2	Year 3
Translation – Common languages: Spanish, Vietnamese, Tongan, Cantonese, Mandarin, Urdu, Burmese, Farsi, Tagalog and Korean. Standard 24 hour notice	WORD	\$0.19	\$0.19	\$0.19
Translation – Common Languages: Short notice – less than 24 hours	WORD	\$0.19	\$0.19	\$0.19
Translation: All other Languages. Standard 24 hour notice	WORD	\$0.21	\$0.21	\$0.21
Translation: All Other Languages: Short notice – less than 24 hours	WORD	\$0.21	\$0.21	\$0.21

Master Contract No. 901214
Procurement Contract No. 11260

¹ Two hour minimum payment for interpretation services for all languages and for appointments for interpretation services for all languages cancelled with less than 24 hour notice.

² Short Notice-less than 24 hours' notice given to provide interpretation and/or translation service during business hours, between 8 a.m. to 5 p.m.

³ After Hours-when interpretation service is provided between 5 p.m. and 8 a.m., regardless of when notice is given.

3. Invoices will be approved by the County, Social Services Agency, Behavioral Health Care Services, and Alameda County Library.
4. Total payment under the terms of this Agreement will not exceed the pooled amount of \$3,531,000, however, Contractor is not guaranteed any minimum amount. This cost includes all taxes and all other charges.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Interpreters Unlimited, Inc.

PRINCIPAL: Shamus Sayed TITLE: V.P. of Sales & Marketing

SIGNATURE:  DATE: October 22, 2015

EXHIBIT E

COUNTY OF ALAMEDA

RFP No. 901214

for

In-Place Interpretation & Document Translation

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Interpreters Unlimited, Inc.

PRINCIPAL: Shamus Sayed TITLE: V.P. of Sales & Marketing

SIGNATURE:  DATE: October 22, 2015

EXHIBIT F
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and Interpreters Unlimited, Inc., ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Master Contract No. 901214
Procurement Contract No. 11260

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.

- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by **CONTRACTOR:**

Name: Interpreters Unlimited, Inc.

By (Signature): 

Print Name: Shamus Sayed

Title: V.P. of Sales & Marketing

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 02/27/2018

Approved as Recommended ☒

Other ☐

Unanimous ☐ Chan: ☐ Haggerty: ☐ Miley: ☐ Valle: ☒ Carson: ☐ -4 ☐

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Documents to be signed by Agency/Purchasing Agent:

Contract: C-901214.C-11139.C-11140.C-11259.C-11260

File No. _____

Item No. 47

Copies sent to:

Cindy Wong

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

Clerk of the Board
Board of Supervisors

By: _____

dupain

Deputy

AGENDA # _____, February 27, 2018

**ALAMEDA COUNTY
HEALTH CARE SERVICES**

AGENCY
COLLEEN CHAWLA, Director



ADMINISTRATION & INDIGENT HEALTH
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1387

February 5, 2018

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

**SUBJECT: INCREASE THE CONTRACT FOR IN-PLACE INTERPRETATION AND
DOCUMENT TRANSLATION SERVICES, MASTER CONTRACT NO.
901214; AMOUNT: \$35,000**

RECOMMENDATIONS:

Approve and authorize the Purchasing Agent to amend Master Contract No. 901214, which provides in-place interpretation and document translation services to the Alameda County Social Services Agency, Behavioral Health Care Services, and the Library, increasing the pooled contract amount from \$3,531,000 to \$3,566,000 (\$35,000 increase), with no change to the current contract term of 7/01/15 – 6/30/18.

- A. Accent on Languages, Inc. (Principal: Francine Kuipers; Location: Berkeley), Procurement Contract No. 11139;
- B. Excel Interpreting, LLC (Principal: Koy Saephon; Location: Sacramento), Procurement Contract No. 11140;
- C. Geneva Worldwide, Inc. (Principal: Janice Simpson; Location: New York, NY), Procurement Contract No. 11259; and
- D. Interpreters Unlimited, Inc. (Principal: Shamus Sayed; Location: San Diego), Procurement Contract No. 11260.

DISCUSSION/SUMMARY:

On June 23, 2015, Item No. 4, your Board approved a three-year contract for the Social Services Agency (SSA) for in-place interpretation and translation services. Your Board approved one amendment to this contract, adding Behavioral Health Care Services (BHCS) and the Library as users, and increasing the total contract value to \$3,531,000.

Children and Family Services (CFS) of SSA provides services to children and families in order to maintain children safety in their homes whenever possible, while protecting children from abuse and neglect. Many of those families who are receiving services are non-English speaking or Limited English Proficient (LEP). In order to effectively serve those families and to comply with State and Federal law, CFS must provide written and oral communication to clients in their primary or chosen language whenever it is not English. SSA Workforce & Benefits Administration, Adult, Aging & Medi-Cal Services, and In-Home Supportive Services are also using this contract.

BHCS and the Library previously requested to be added to this contract. Federal and State laws mandate the provision of on-site interpreters for non-English speaking clients. The County of Alameda Guide to Medi-Cal Mental Health Services states the following: "The County Mental Health Plan is required to provide services in the language of choice or by an interpreter free of charge." BHCS expects the number of non-English speaking clients that will be eligible for mental health services to increase. The Library has requested to use this contract for on-site interpretation for American Sign Language patrons.

This amendment is requesting additional spending authority for BHCS only.

SELECTION CRITERIA/PROCESS:

SSA worked with General Services Agency (GSA)-Procurement & Support Services to develop and issue a Request for Proposal (RFP), issued on March 14, 2014. There were a total of 13 responses received. Accent on Languages, Inc.; Excel Interpreting, LLC; Interpreters Unlimited, Inc.; and Geneva Worldwide, Inc. were the four highest scoring qualified vendors for both interpretation and translation services and were all awarded a contract. The Auditor-Controller Agency-Office of Contract Compliance issued Federal Grant Funds SLEB Waivers #F587-A to Accent on Languages, Inc.; #F587-B to Excel Interpreting LLC; #F587-C to Geneva Worldwide, Inc.; and #F587-D to Interpreters Unlimited, Inc. All SLEB waivers expire on June 30, 2018.

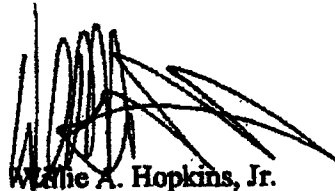
FINANCING:

Appropriations for this contract increase are included in the BHCS FY 2017-18 Approved Budget and will be requested in future budget years. No additional appropriations are required and there will be no increase in net County cost.

Respectfully submitted,



Colleen Chawla
Director, Health Care Services Agency



Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel

ATTACHMENT

CONTRACT SUMMARY
IN-PLACE INTERPRETATION AND DOCUMENT TRANSLATION SERVICES
RFP NO. 901214
7/1/15 - 6/30/18

<i>Vendor</i>	<i>Location</i>	<i>Dollar Value of Pooled Contract Award</i>
<i>Accent on Languages, Inc. SLEB Waiver #F587-A Valid through 06/30/18</i>	<i>1840 Alcatraz Avenue, Suite C1-A Berkeley, CA 94703</i>	\$3,566,000
<i>Excel Interpreting LLC SLEB Waiver #F587-B Valid through 06/30/18</i>	<i>1804 Tribute Road, Suite 207 Sacramento, CA 95815</i>	
<i>Geneva Worldwide, Inc. SLEB Waiver #F587-C Valid through 06/30/18</i>	<i>256 West 38th Street, 10th Floor New York, NY 10018</i>	
<i>Interpreters Unlimited, Inc. SLEB Waiver #F587-D Valid through 06/30/18</i>	<i>11199 Sorrento Valley Road, Suite 203 San Diego, CA 92121</i>	

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment") is made by the County of Alameda ("County") and Interpreters Unlimited, Inc., ("Contractor") with respect to that certain agreement entered by them on June 29, 2015, (referred to herein as the "Contract") pursuant to which Contractor provides in-place interpretation and document translation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County ("Effective Date").
3. In consideration for Contractor's additional services, the County shall pay Contractor an additional pooled amount not to exceed Thirty Five Thousand dollars (\$35,000). As a result of these additional services the not to exceed amount has increased from the pooled amount of Three Million Five Hundred Thirty One Thousand dollars (\$3,531,000) to Three Million Five Hundred Sixty Six Thousand dollars (\$3,566,000) over the term of the Agreement and any amendments.
4. Item 20 of the Standard Services Agreement has been amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its in-

place interpretation and document translation services shall not exceed \$3,531,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. **DEBARMENT AND SUSPENSION CERTIFICATION:**

- a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
6. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

INTERPRETERS UNLIMITED, INC.

By: DocuSigned by: Evelyn Benzon for John Glann By: DocuSigned by: Shamus Sayed
Signature Signature

Name: Evelyn Benzon for John Glann Name: Shamus Sayed
(Printed) (Printed)

Title: Purchasing Agent Title: V. P.

Date: 3/14/2018 Date: 1/11/2018

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Interpreters Unlimited, Inc.

PRINCIPAL: Shamus Sayed

SIGNATURE: _____

DocuSigned by:

Shamus Sayed

81D1F1B463A24E9...

TITLE: V.P.

DATE: 1/11/2018

EXHIBIT E

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Interpreters Unlimited, Inc.

PRINCIPAL: Shamus Sayed

SIGNATURE: _____

DocuSigned by:

Shamus Sayed

81D1E1B463A24E9

TITLE: V.P.

DATE: 1/11/2018

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 06/19/2018

Approved as Recommended ☒

Other ☐

Unanimous ☒ Chan: ☐ Haggerty: ☐ Miley: ☐ Valle: ☐ Carson: ☐ - ☐ 5

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Documents to be signed by Agency/Purchasing Agent:

Contract: C-901214,C-11139,C-11140,C-11259,C-11260

File No. _____

Item No. 64

Copies sent to:

Cindy Wong

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:

Clerk of the Board
Board of Supervisors

By: _____

A handwritten signature in black ink, appearing to be "Dore", is written over a horizontal line.

Deputy



Lori Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
csadirector@acgov.org
<http://alamedasocialservices.org>

May 14, 2018

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AUTHORIZE A THIRD AMENDMENT FOR IN-PLACE INTERPRETATION
AND DOCUMENT TRANSLATION SERVICES, MASTER CONTRACT NO.
901214; AMOUNT: \$2,654,000

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Amendment No. 3 to Master Contract No. 901214 to provide in-place interpretation and document translation services to the Alameda County Social Services Agency, Behavioral Health Care Services, and the Library, extending the current contract term of 7/1/15 – 6/30/18 by two years until 6/30/20 and increasing the pooled contract amount from \$3,566,000 to \$6,220,000 (\$2,654,000 increase) with the following pool of vendors:

- A. Accent on Languages, Inc. (Principal: Francine Kuipers; Location: Berkeley), Procurement Contract No. 11139;
- B. Excel Interpreting, LLC (Principal: Koy Saephan; Location: Sacramento), Procurement Contract No. 11140;
- C. Geneva Worldwide, Inc. (Principal: Janice Simpson; Location: New York, NY), Procurement Contract No. 11259; and
- D. Interpreters Unlimited, Inc. (Principal: Shamus Sayed; Location: San Diego), Procurement Contract No. 11260.

DISCUSSION/SUMMARY:

On June 23, 2015, your Board approved (Item No. 4) a three-year contract for the Social Services

Agency (SSA) for in-place interpretation and translation services. On October 13, 2015 (Item No. 27) and on February 27, 2018 (Item No. 47), your Board approved two amendments to this contract, adding Behavioral Health Care Services (BHCS) and Alameda County Library (ACL) as users and increasing the total contract value to \$3,566,000.

Alameda County Children and Family Services (CFS) of SSA provides services to children and families in order to maintain children safely in their homes whenever possible, while protecting children from abuse and neglect. Many of those families who are receiving services are non-English speaking or Limited English Proficient (LEP). In order to effectively serve those families and to comply with State and Federal law, CFS must provide written and oral communication to clients in their primary or chosen language whenever it is not English. SSA Workforce & Benefits Administration, Adult and Aging Services, and In-Home Supportive Services are also using this contract.

BHCS and ACL previously requested to be added to this contract. Federal and State laws mandate the provision of on-site interpreters for non-English speaking clients. The County of Alameda Guide to Medi-Cal Mental Health Services states the following: *"The County Mental Health Plan is required to provide services in the language of choice or by an interpreter free of charge."* BHCS expects the number of non-English speaking clients that will be eligible for mental health services to increase. ACL has requested to use this contract for on-site interpretation for American Sign Language patrons.

This amendment is requesting additional spending authority for SSA, BHCS and ACL. The contract allows for this extension by mutual agreement.

SELECTION CRITERIA/PROCESS:

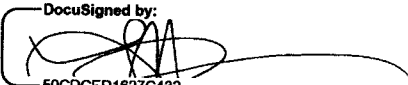
SSA worked with General Services Agency (GSA)-Procurement & Support Services to develop a Request for Proposal (RFP) which was issued on March 14, 2014. A total of 13 responses received. Accent on Languages, Inc., Excel Interpreting, LLC, Geneva Worldwide, Inc., and Interpreters Unlimited, Inc. were the four highest scoring qualified vendors for both interpretation and translation services and were all awarded a contract. The Auditor-Controller Agency-Office of Contract Compliance issued Federal Grant Funds SLEB Waivers to all four vendors: Accent on Languages, Inc. (F587-A1), Excel Interpreting LLC (F587-B1), Geneva Worldwide, Inc. (F587-C1), and Interpreters Unlimited, Inc (F587-D1). All SLEB waivers expire on June 30, 2020. Also the Office of Acquisition Policy issued SLEB Waivers to all four vendors: Accent on Languages, Inc. (SLEB Waiver No. 5319), Excel Interpreting LLC (SLEB Waiver No. 5320), Geneva Worldwide, Inc. (SLEB Waiver no. 5321), and Interpreters Unlimited, Inc (SLEB Waiver No. 5322). All SLEB waivers expire on June 30, 2020.


May 14, 2018


FINANCING:


Appropriations for this contract increase are included in the SSA, BHCS and ACL FY 2018-2019 MOE Budget Request. Funding will be split over the two-year period as follows: SSA FY18-19 \$1,117,000; FY19-20 \$1,117,000; BHCS FY18-19 \$200,000, FY19-20 \$200,000; ACL FY18-19 \$10,000, FY19-20 \$10,000 and will be requested in future budget years. No additional appropriations are required and there will be no increase in net County cost.

Respectfully submitted,

DocuSigned by:

50CDCED1627C432...
Lori A. Cox
Director, Social Services Agency

DocuSigned by:

9A3BEAD799E64FE...
Cindy Chadwick
County Librarian

DocuSigned by:

CB284AE84C50405...
Colleen Chawla
Director, Health Care Services Agency


Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAH:EB;th/901214 BL 3rd Amend Interpretation SP

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel

REQUEST TO ENCUMBER, ADD, LIQUIDATE FUNDS OR PAY CONTRACTOR

PART I: REQUEST FROM CONTRACTING DEPARTMENT

1. Contractor's Name: Interpreters Unlimited, Inc.
2. Remittance Address: 11199 Sorrento Valley Road, Suite 203, San Diego, CA 92121
3. Contractor's Vendor ID: 73045 4. Master Contract #: 901214 5. Procurement Contract #: 11260
6. Description of Contract: Services As Needed (SAN) In-Place Interpretation & Document Translation
7. Procurement Contract Begin Date: 07/01/2015 8. Procurement Contract Expire Date: 06/30/2020
9. Elation Project Info: A. ☐ Sub-Contractor Compliance Required B. ☐ Labor Compliance Required
10. Board Waiver #: _____ GSA Waiver #: _____ Federal Fund Waiver #: F587-0
11. **ENCUMBER FUNDS IN A NEW PURCHASE ORDER**
 Date of Board Minute Order: _____ File/Item/Contract Number: _____
 Total Amount Authorized By Board: _____ Amount to be Encumbered: _____
 Justification if partial encumbrance requested: _____
12. **ADD FUNDS TO AN EXISTING PURCHASE ORDER** PO Number: 13455
 Date of Board Minute Order: 08/18/2018 File/Item/Contract Number: NA / 64
 Total Amount Authorized By Board: \$1,396,250 Amount to be Encumbered: \$ 279,250
 Justification if partial encumbrance requested: We are encumbering 1/5 each year for two years.
13. **LIQUIDATE FUNDS FROM A PURCHASE ORDER**
 Purchase Order Number: _____ Amount to be Liquidated: _____
 Justification if partial liquidation: _____
14. **PAY CONTRACTOR - ATTACH INVOICE** PO#: _____ PO Type: _____
 Business Unit: _____ Voucher #: _____
 Invoice #: _____ Amount Due \$: _____ Service Period: _____
15. Payment Handling (See Reverse): ☐ US-Mail ☐ DP-Return to Department ☐ SP-Department Pick Up
☐ AA-Mail w/Attachments ☐ 3rd Party CBAP Pay Comments _____
16. Dept. Claims Processor: _____ Dept. Claims Approver: _____

Authorized signatory below certifies that contractor has provided goods/services as invoiced and verifies the mathematical accuracy of the invoice; that all financial provisions of the contract have been met (including the rates charged); that all invoiced items are specifically authorized by the contract and no contract limits have been exceeded (in total, by month or by expense category).

17. ACCOUNTING INFORMATION

Business Unit	Account	Fund	Dept	Program	BY	Subclass	Proj/Grant	Amount
SOCSA					2019		See Attached	\$ 279,250
							Total	\$ 279,250

18. Taxable

☒ PC L23
☐
☐

RBA:

(Other or no measurement) Other

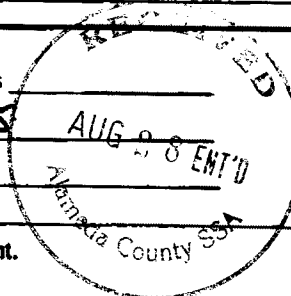
19. A). Send Response to: Karen Olsden B). QIC: 23601 C). Phone: 267-6608
20. A). Authorized Signature: [Signature] B). Department: SSA / Contracts C). Date: 8/16/18
21. Print Name of Authorized Signatory: Sandra Olsden

PART II: RESPONSE FROM AUDITOR-CONTROLLER

- ☐ The Auditor-Controller encumbered _____ in a new PO. The PO Number is _____
- ☒ The Auditor-Controller added \$ 279,250 to PO Number # 13455
- ☐ The Auditor-Controller liquidated _____ from PO Number _____
- ☐ Contractor payment Approved ☐ Contractor payment Denied-Reason: _____
- ☐ This form is being returned to you due to insufficient funds in the appropriation account.
- ☐ The following information is needed before this request can be processed:

Signature of Contract Processor/Claims Approver: Eli Date: 8-27-18

RECEIVED

2018 AUG 17 A 11:05
MEDA COUNTY ALCOS

POC #6

In Place Interpretation Fund String for FY18/19

Interpreters Unlimited, Inc. PO# 13455 , PC # 11260

		Business Unit	Account	Fund	Dept	Program	By	Amount
1	PA	SOCSA	610271	10000	320100	33500	2019	68,000
2	AAF	SOCSA	610271	10000	320100	30000	2019	42,000
3	AAS	SOCSA	610271	10000	320100	33001	2019	1,500
4	AAS	SOCSA	610271	10000	320100	33050	2019	1,500
5	AAS	SOCSA	610271	10000	320100	33100	2019	30,000
6	CFS	SOCSA	610271	10000	320100	36000	2019	1,250
7	CFS	SOCSA	610271	10000	320100	36999	2019	125,000
8	WBA	SOCSA	610271	10000	320100	31000	2019	10,000
								279,250

PO Lines

#28

#29

#30

#31

#32

#33

#34

#35

Interpreters Unlimited, Inc. PO# 13455 , PC # 11260

[illegible]

Standard Agreement Information 110-9 Supplement

Contractor Name: Interpreters Unlimited, Inc.

Contract Signatory name: Shamus Sayed Title: V.P. of Sales Sayed Email: shamus.sayed@iugroup.com

Contact Person name: Same as Above Email

Address: 11199 Sorrento Valley Road, Suite 203, San Diego, CA 92121

Telephone: (858) 866-1130 Fax:

Location #: 3 BOS Dist #: N/A CFDA #: N/A Requisition #: N/A

Period of Funding: Start Date 7/1/15 End Date 6/30/18

Funding Source Allocation	Federal 44%	State 32%	County 24%	Total
Fiscal Year 15/16	\$ <u>122,870</u>	\$ <u>89,360</u>	\$ <u>67,020</u>	\$ <u>279,250</u>
Fiscal Year 16/17	\$ <u>122,870</u>	\$ <u>89,360</u>	\$ <u>67,020</u>	\$ <u>279,250</u>
Fiscal Year 17/18	\$ <u>122,870</u>	\$ <u>89,360</u>	\$ <u>67,020</u>	\$ <u>279,250</u>
Fiscal Year 18/19	\$ <u>122,870</u>	\$ <u>89,360</u>	\$ <u>67,020</u>	\$ <u>279,250</u>
Fiscal Year 19/20	\$ <u>122,870</u>	\$ <u>89,360</u>	\$ <u>67,020</u>	\$ <u>279,250</u>
Total contract	\$ <u>614,350</u>	\$ <u>446,800</u>	\$ <u>335,100</u>	\$ <u>1,396,250</u>

Finance Source: Title IV-E, CalWORKs

Procurement Source AIP RFP ✓ Sole

One line description of Service: In-Place Interpretation and Document Translation.

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is made by the County of Alameda ("County") and Interpreters Unlimited, Inc., ("Contractor") with respect to that certain agreement entered by them on June 29, 2015, and that certain First and Second Amendments to Contract (collectively referred to herein as the "Contract") pursuant to which Contractor provides in-place interpretation and document translation services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be effective as of the date this Third Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on June 30, 2018. As of the Effective Date, the term of the Agreement is extended through June 30, 2020.
4. In consideration for Contractor's additional services, the County shall pay Contractor an additional pooled amount not to exceed Two Million Six Hundred Fifty Four Thousand dollars (\$2,654,000). As a result of these additional services the not to exceed amount has increased from the pooled amount of Three Million Five Hundred Sixty Six Thousand (3,566,000) to Six Million Two Hundred and Twenty Thousand dollars (\$6,220,000) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been amended as follows:
TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its in-place interpretation and document translation services shall not exceed the pooled amount of \$6,220,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Third Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a

person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

INTERPRETERS UNLIMITED, INC.

By: DocuSigned by:
John Glann
EB371BC8D8094BF...
Signature

Name: John Glann
(Printed)

Title: Purchasing Agent

Date: 7/3/2018

By: DocuSigned by:
Shamus Sayed
81D1F1B463A24E9...
Signature

Name: Shamus Sayed
(Printed)

Title: Vice President

Date: 6/20/2018

By: DocuSigned by:
Kofo Domingo
692684F1C0C0455...
Signature

Name: Kofo Domingo
(Printed)

Title: Procurement Administrator &
Purchasing Agent

Date: 7/3/2018

By signing above, signatory warrants
and represents that he/she executed this
Agreement in his/her authorized
capacity and that by his/her signature
on this Agreement, he/she or the entity
upon behalf of which he/she acted,
executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

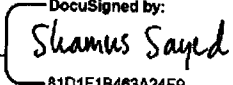
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Interpreters Unlimited, Inc.

PRINCIPAL: Shamus Sayed TITLE: Vice President

SIGNATURE:  DATE: 6/20/2018

DocuSigned by:
81D1F1B463A24E9...

EXHIBIT E

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Interpreters Unlimited, Inc.

PRINCIPAL: Shamus Sayed TITLE: Vice President

SIGNATURE:  DATE: 6/20/2018