

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I is made and entered into this 21st day of August, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," the **FRESNO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**, a corporate public body hereinafter referred to as "IHSS PUBLIC AUTHORITY," and **VOIANCE LANGUAGE SERVICES, LLC**. An Arizona Corporation, whose address is 5780 N. Swan Road, Tuscon, AZ 85718, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 17-189, effective May 16, 2017, to provide telephonic interpretation services for both COUNTY and IHSS PUBLIC AUTHORITY; and

WHEREAS, the parties desire to amend Agreement No. 17-189 to extend the term of the Agreement and provide for compensation during the extended term.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. 17-189, Page Two (2), Section Two (2) beginning with Line Five (5), with the word "This" and ending on Page Two, Line Twelve (12) with "extended" be deleted and the following inserted in its place:

"This Agreement shall become effective on the 16th day of May 2017 and shall terminate on the 30th day of June 2018. The agreement shall automatically renew for one (1) additional twelve month period upon the terms and conditions herein set forth."

2. That the existing COUNTY Agreement No. 17-189, Page Three (3), Section Four (4) beginning with Line Twenty-Six (26), with the word "For" and ending on Page Four (4), Line Three (3) with the word "CONTRACTOR," be deleted and the following inserted in its place:

"For the period of July 1, 2018 to June 30, 2019, in no event shall services performed under this Agreement be in excess of Three Hundred Thirty-Eight Thousand Seven Hundred and No/100 dollars (\$338,700). The cumulative total of this Agreement shall not be in excess of Five Hundred Eighty-Three Thousand One Hundred Twenty-Eight and No/100 dollars (\$583,128). It is

1 understood that all expenses incidental to CONTRACTOR's performance of services under this
2 Agreement shall be borne by CONTRACTOR."

3 3. That all references in existing COUNTY Agreement No. 17-189 to Exhibit A shall be
4 changed to read "Revised Exhibit A," which is attached hereto and incorporated herein by this
5 reference.

6 4. That all references in existing COUNTY Agreement No. 17-189 to Exhibit C shall be
7 changed to read "Revised Exhibit C," which is attached hereto and incorporated herein by this
8 reference.

9 COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend Agreement
10 No. 17-189 and, that upon execution of this Amendment I, the original Agreement and this Amendment
11 I, shall together be considered the Agreement.

12 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
13 covenants, conditions and promises contained in this Agreement not amended herein shall remain in
14 full force and effect. This Amendment I is effective retroactive to July 1, 2018.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

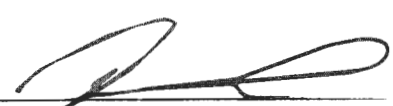
CONTRACTOR:
VOIANCE LANGUAGE SERVICES, LLC.

By: 

Print Name: Austin Wade

Title: Senior Vice President

Chairman of the Board, or
President, or any Vice President

By: 

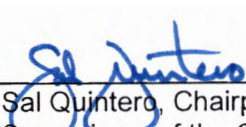
Print Name: Kimberly Leeper

Title: Secretary

Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

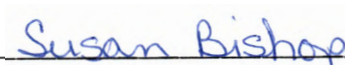
Mailing Address:
5780 N. Swan Road
Tuscon, AZ 85718
Phone No: (520) 745-9447
Contact: J. Austin Wade

COUNTY OF FRESNO

By: 

Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

DEPARTMENT OF SOCIAL SERVICES

Fund/Subclass: 0001/10000

Organization: 5610

Account/Program: 7295

Amount: \$496,888

DEPARTMENT OF PUBLIC HEALTH

Fund/Subclass: 0001/10000

Organization: 5620

Account/Program: 7295

Amount: \$81,740

IN-HOME SUPPORTIVE SERVICES-PUBLIC AUTHORITY

Fund/Subclass: 0001/10000

Organization: 5620

Account/Program: 7295

Amount: \$4,500

Summary of Services

ORGANIZATION: Voiance Language Services, LLC

ADDRESS: 5780 N Swan Road
Tucson, AZ 85718

CONTACT: Todd Torman, Contract Manager
(520) 745-9447

SERVICES: Telephonic Interpretation

CONTRACT PERIOD	May 16, 2017 through June 30, 2017	\$ 77,908
AND AMOUNTS:	July 1, 2017 through June 30, 2018	\$ 166,520
	July 1, 2018 through June 30, 2019	\$ 338,700

Contractor Requirements:

- A. Contractor must have a single, toll-free number to access all services.
- B. Contractor must provide telephonic interpretation services on a 24 hours a day, 7 days a week, 365 days a year basis.
- C. At a minimum, Contractor must be able to translate all languages set forth on page 3 of this Exhibit A.
- D. Contractor must have equipment and capability for conference calling services. This includes voice and video conferencing.
- E. Contractor must adhere to the following process for call-in interpretation requests:
 - 1. The County and the IHSS Public Authority will initiate the three-way telephonic conversations among the County and the IHSS Public Authority staff, customers, and Contractor's interpreters.
 - 2. Interpreter may not leave a voicemail on behalf of the County and the IHSS Public Authority. All conversations must take place in real time.
 - 3. Interpreter will remain neutral in the conversation unless prompted by the County and the IHSS Public Authority staff.
 - 4. The interpreter will use the utmost courtesy when conversing with the County and the IHSS Public Authority and the customer.
 - 5. Interpreter will not place a time limit on the length of a call and will provide services during the entire duration of the call. If County and the IHSS Public Authority staff specify a hold time, then the interpreter will hold for the entire indicated duration.

6. Interpreter will translate according to what is instructed during the call and will not “summarize” the conversation. This is especially important when explaining rights and responsibilities or regulatory components.
- F. All interpreters must be certified by the American Translators Association, or similar nationally recognized certification entity.
- G. All interpreters interpreting for health care related issues must be certified by CyraCom International, Inc., the Certification Commission for Health Care Interpreters, National Board of Certification for Medical Interpreters, Department of Human Services, or any other national, or State of California, recognized certification entity that credentials for medical and pharmaceutical terminology.
- H. Contractor must ensure that interpreters provide accurate interpretation without omitting, altering, or changing the meaning of what is being stated without explanation.
- I. Contractor must ensure that interpreters are engaged in continuous education and training in the subject of vocabulary, grammar, and pronunciation.
- J. Interpreters knowledge, skills, abilities, and fluency must be periodically tested.
- K. Contractor must have a reservation system to ensure interpretation services for select languages are available at a specific date and time.
- L. Contractor will collaborate with each County Department and IHSS Public Authority to evaluate, refine, and develop performance measures including, but not limited to, call volume, accuracy, amount of time to answer calls, and any other measurement required by any of the Departments.
- M. Contractor will provide reference material including, but not limited to, quick reference guides, training kits, language ID Cards, and posters/signs indicating what interpretation services are available. Contractor agrees to alter or develop reference materials as needed by a County Department or IHSS Public Authority.
- N. Contractor will not require any County Department or IHSS Public Authority to purchase or obtain specific types of equipment to access language interpretation services.
- O. Contractor must attend, in person or telephonically, all scheduled quarterly meetings relating to quality assurance, service coordination, or contract monitoring.

Performance Requirements:

- A. Contractor must ensure a 95% accuracy rate of interpretations.
- B. Contractor must respond to 95% of all received calls within an average of 30 seconds when requesting interpretation services.

LANGUAGES

Akan	Dutch	Inupiaq	Mongolian	Spanish
Albanian	Ewe	Iraqi Arabic	Moroccan Arabic	Sudanese Arabic
Amharic	Estonian	Italian	Nepali	Swahili
Apache	Farsi	Japanese	Norwegian	Swedish
Arabic	Finnish	Karen	Nuer	Tagalog
Armenian	Flemish	Kashmiri	Oromo	Taiwanese
Assyrian	French	Khmer	Pashto	Tamil
Bambara	French Canadian	Kirundi	Patois	Tewa
Behdini	Fukienese	Korean	Persian	Thai
Bengali	Fulani	Krio	Polish	Tiwa
Bosnian	Fuzhou	Kunama	Portuguese	Tibetan
Bulgarian	Georgian	Kurdish	Portuguese Creole	Tigrinya
Burmese	German	Laotian	Punjabi	Taishanese
Cambodian	Greek	Latvian	Romanian	Tongan
Cantonese	Gujarati	Lithuanian	Russian	Towa
Catalan	Haitian Creole	Maay	Samoan	Turkish
Chin	Hausa	Macedonian	Serbian	Ukrainian
Chuukese	Hebrew	Malay	Serbo Croatian	Urdu
Chiu-Chow	Hindi	Malayalam	Sicilian	Uzbek
Croatian	Hmong	Mandarin	Sinhalese	Vietnamese
Czech	Hungarian	Marshallese	Slovak	Wolof
Danish	Ibo	Mien	Somali	Yoruba
Dari	Ilocano	Mixteco	Sorani	Yupik
Dinka	Indonesian			

BUDGET SUMMARY

ORGANIZATION: Voiance Language Services, LLC

SERVICES: Telephonic Interpretation

CONTRACT PERIOD: May 16, 2017 - June 30, 2019

CONTRACT AMOUNT: \$583,128

All languages are \$0.65 per minute

	FY 2017	FY 2017-18	FY 2018-19	Total
Department of Social Services	\$43,688	\$132,000	\$321,200	\$496,888
Department of Public Health	\$33,020	\$33,020	\$15,700	\$81,740
In-Home Supportive Services- Public Authority	\$1,200	\$1,500	\$1,800	\$4,500
Total Contract Maximum	\$77,908	\$166,520	\$338,700	\$583,128