

AMENDMENT III TO AGREEMENT

THIS THIRD AMENDMENT hereinafter referred to as Amendment III, is made and entered into this 10th day of September, 2019, by and between **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, Tucson, 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, as amended by Amendment I, identified as COUNTY Agreement No. 17-189-1, effective July 1, 2018, and Amendment II, identified as COUNTY Agreement No. 17-189-2, effective June 4, 2019 (cumulatively referred to herein as COUNTY Agreement No. 17-189), to provide telephonic interpretation services for both COUNTY and IHSS PUBLIC AUTHORITY; and

WHEREAS, the parties desire to amend the Agreement No. 17-189 to facilitate the provision of telephonic interpretation services for the Fresno County Clerk/Registrar of Voters.

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. The parties agree that CONTRACTOR will provide services, pursuant to the terms of COUNTY Agreement No. 17-189, to the Fresno County Clerk/Registrar of Voters, as well as to COUNTY's Departments of Social Services (DSS) and Public Health (DPH), and the IHSS PUBLIC AUTHORITY. Reference in COUNTY Agreement No. 17-189 to "COUNTY DEPARTMENT" or "COUNTY DEPARTMENTS" shall refer to DSS, DPH and Fresno County Clerk/Registrar of Voters, individually and collectively.

2. That Section Four (4) of COUNTY Agreement No. 17-189, entitled COMPENSATION, and found on Page Three (3), beginning on Line Seventeen (17) with the number "4" and ending on Page Four (4), Line Three (3) with the word "CONTRACTOR", shall be deleted in its entirety and the following inserted in its place:

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1 “4. **COMPENSATION**

2 For actual services provided as identified in the terms and conditions of this
3 Agreement, including Revised Exhibit A-2, Summary of Services, COUNTY and/or IHSS PUBLIC
4 AUTHORITY agree to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in
5 accordance with Revised Exhibit C-2, Budget Summary, attached hereto and by this reference
6 incorporated herein. Payment shall be made upon verification or other proof satisfactory to COUNTY
7 and/or IHSS PUBLIC AUTHORITY that services have actually been performed by CONTRACTOR as
8 specified in this Agreement.

9 For the period of May 16, 2017 to June 30, 2018, in no event shall services
10 performed under this Agreement be in excess of Two Hundred Forty-Four Thousand Four Hundred
11 Twenty-Eight and No/100 (\$244,428). For the period of July 1, 2018 to June 30, 2019, in no event shall
12 services performed under this Agreement be in excess of Three Hundred Ninety-Eight Thousand
13 Seven Hundred and No/100 (\$398,700). For the period of July 1, 2019 to June 30, 2020, in no event
14 shall services performed under this Agreement be in excess of Five Hundred Thirty-Seven Thousand
15 Four Hundred Fifty and No/100 (\$537,450). The cumulative total of this Agreement shall not be in
16 excess of One Million One Hundred Eighty Thousand Five Hundred Seventy-Eight and No/100
17 (1,180,578). It is understood that all expenses incident to CONTRACTOR's performance of services
18 under this Agreement shall be borne by CONTRACTOR.”

19 3. That Section Five (5) of COUNTY Agreement No. 17-189, entitled INVOICING, shall be
20 revised by adding the following on Page Five (5), Line Nine (9) before the word “Invoices”:

21 “D. County Clerk/Registrar of Voters
22 2221 Kern Street
23 Fresno, CA 93721
24 Attention: Language Services Contract Analyst”

25 4. That all reference in existing COUNTY Agreement No. 17-189 to Revised Exhibit A-1
26 shall be changed to read “Revised Exhibit A-2,” which is attached hereto and incorporated herein by
27 this reference.

28 5. That all references in existing COUNTY Agreement No. 17-189 to Revised Exhibit C-1

1 shall be changed to read "Revised Exhibit C-2," which is attached hereto and incorporated herein by
2 this reference.

3 COUNTY and CONTRACTOR agree that this Amendment III is sufficient to amend Agreement
4 No. 17-189 and, that upon execution of this Amendment III, the original Agreement, Amendment I,
5 Amendment II and Amendment III, shall together be considered the Agreement.

6 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
7 covenants, conditions and promises contained in this Agreement not amended herein shall remain in
8 full force and effect.

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

3 ATTEST:

4 **CONTRACTOR:**
5 **VOIANE LANGUAGE SERVICES, LLC.**

6 By:  _____

7
8 Print Name: J. Austin Wade
9 Title: Senior Vice President
10 Chairman of the Board, or
11 President, or any Vice President

12
13 By:  _____

14 Print Name: JAMES KIEW
15 Title: CFO
16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
19 any Assistant Treasurer

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21
22 Mailing Address:
23 5780 N. Swan Road
24 Tucson, AZ 85718 Phone
25 No: (520) 745-9447
26 Contact: J. Austin Wade
27
28

COUNTY OF FRESNO

By:  _____
NATHAN MAGSIG, Chairman 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: Susan Bishop
Deputy

FRESNO COUNTY IN-HOME SUPPORTIVE
SERVICES PUBLIC AUTHORITY

By:  _____
NATHAN MAGSIG, Chairman
Board of Directors

DEPARTMENT OF SOCIAL SERVICES

Fund/Subclass: 0001/10000

Organization: 5610

Account/Program: 7295

DEPARTMENT OF PUBLIC HEALTH

Fund/Subclass: 0001/10000

Organization: 5620

Account/Program: 7295

IN-HOME SUPPORTIVE SERVICES-PUBLIC AUTHORITY

Fund/Subclass: 0001/10000

Organization: 5611

Account/Program: 7295

COUNTY CLERK/REGISTRAR OF VOTERS

Fund/Subclass: 0001/10000

Organization: 2850

Account: 7295

Summary of Services

ORGANIZATION:	Voiance Language Services, LLC	
ADDRESS:	5780 N Swan Road Tucson, AZ 85718	
CONTACT:	Samuel Ballesteros, Account Manager (520) 745-9447 ext. 4442	
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	\$ 398,700
	July 1, 2019 through June 30, 2020	\$ 537,450

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, 2020

CONTRACT AMOUNT: \$1,180,578

All languages are \$0.65 per minute

	FY 2017	FY 2017-18	FY 2018-19	FY 2019-20	Total
Department of Social Services	\$43,688	\$132,000	\$381,200	\$516,950	\$1,073,838
Department of Public Health	\$33,020	\$33,020	\$15,700	\$13,700	\$95,440
In-Home Supportive Services- Public Authority	\$1,200	\$1,500	\$1,800	\$1,800	\$6,300
County Clerk/Registrar of Voters				\$5,000	\$5,000
Total Contract Maximum	\$77,908	\$166,520	\$398,700	\$537,450	\$1,180,578