

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 Interpreters Unlimited, Inc., a California corporation, the Fresno County In-Home Supportive
4 Services Public Authority, a corporate public body, hereinafter referred to as "IHSS PA", and the
5 County of Fresno, a political subdivision of the State of California ("County").

6 **Recitals**

7 A. Title VI of the Civil Rights Act of 1964 (42 U.S.C et seq.; 45 C.F.R. §80.1 et seq.; and 28
8 C.F.R. §42.101-42.112) requires County and IHSS PA to provide persons with Limited English
9 Proficiency (LEP) meaningful access to government services. To meet this requirement, the
10 County has a need for written translation and telephonic interpretation services for its employees,
11 contracted providers, patients, and consumers with LEP who seek services from the County's
12 Department of Behavioral Health, Department of Public Health, Department of Social Services,
13 Department of Public Works and Planning, Probation Department, Department of Agriculture, and
14 County Clerk/Registrar of Voters, hereinafter referred to individually as "County Department" and
15 collectively as "County".

16 IHSS PA also has a need for telephonic interpretation and written translation services for
17 employees and clients who seek services from IHSS PA.

18 B. County issued Request for Proposal (RFP) No. 25-098 for Written Translations and
19 Telephonic Interpretation Services dated June 5, 2025. Addendum No. One (1) dated July 3, 2025
20 was issued to extend the closing date from July 7, 2025 to July 21, 2025. Addendum No. Two (2)
21 dated July 7, 2025 included answers to questions from potential bidders for this RFP. Addendum
22 No. Three (3) dated July 17, 2025 was issued to attach a revised Exhibit B, Written and Telephonic
23 Translation Rate Sheet, and to extend the closing date from July 21, 2025 to July 30, 2025; and

24 C. Contractor responded to said RFP dated July 30, 2025, and was selected to provide
25 services in accordance with the RFP and Contractor's response. Contractor represents that it is
26 qualified and willing to provide services pursuant to the terms and conditions of this Agreement.

27 The parties therefore agree as follows:

28 ///

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns and
5 program expenses detailed in Exhibit B, titled "Compensation."

6 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
7 able to perform all of the services provided in this Agreement.

8 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
9 applicable federal, state, and local laws and regulations in the performance of its obligations
10 under this Agreement, including but not limited to workers compensation, labor, and
11 confidentiality laws and regulations.

12 **Article 2**

13 **County's and IHSS PA's Responsibilities**

14 2.1 The County and IHSS PA shall meet all obligations provided in Exhibit A to this
15 Agreement, titled "Scope of Services."

16 **Article 3**

17 **Compensation, Invoices, and Payments**

18 3.1 The County and IHSS PA agrees to pay, and the Contractor agrees to receive,
19 compensation for the performance of its services under this Agreement as described in Exhibit
20 B to this Agreement, titled "Compensation."

21 3.2 The services provided by the Contractor under this Agreement are funded in whole
22 or in part by the State of California and/or the United States Federal government. In the event
23 that funding for these services is delayed by the State Controller or the Federal government, the
24 County and IHSS PA may defer payment to the Contractor. The amount of the deferred
25 payment shall not exceed the amount of funding delayed to the County and IHSS PA. The
26 period of time of the deferral by the County and IHSS PA shall not exceed the period of time of
27 the State Controller's or Federal government's delay of payment to County and IHSS PA plus
28 forty-five (45) days.

1 3.3 **Maximum Compensation.** In no event shall compensation paid for services
2 performed under this Agreement be in excess of five million, two hundred forty-eight thousand,
3 five hundred and no/100 (\$5,248,500) during the term of this Agreement. For the period upon
4 execution through June 30, 2027, in no event shall compensation paid for services performed
5 under this agreement be in excess of one million, eighty-five thousand, seven hundred and
6 no/100 dollars. (\$1,085,700). For the period of July 1, 2027 through June 30, 2028, in no event
7 shall compensation paid for the services performed under this Agreement be in excess of one
8 million, forty thousand, seven hundred and no/100 (\$1,040,700). For the period of July 1, 2028
9 through June 30, 2029, in no event shall compensation for these services performed under this
10 Agreement be in excess of one million, forty thousand, seven hundred and no/100 (\$1,040,700).
11 For the optional twelve (12) month extension for the period of July 1, 2029 through June 30,
12 2030, in no event shall compensation paid for services performed under this Agreement be in
13 excess of one million, forty thousand, seven hundred and no/100 (\$1,040,700). For the optional
14 twelve (12) month extension for the period of July 1, 2030 through June 30, 2031, in no event
15 shall compensation paid for services performed under this Agreement be in excess of one
16 million, forty thousand, seven hundred and no/100 (\$1,040,700). Any unexpended balance
17 remaining at the end of a contract period may be carried forward and used in subsequent
18 contract periods during the term of this Agreement, provided that the total compensation paid
19 under this Agreement does not exceed the maximum compensation stated herein. Any such
20 balance that is carried forward is contingent upon the availability of funding in the applicable
21 fiscal year.

22 3.4 The Contractor acknowledges that the County and IHSS PA is a local government
23 entity, and does so with notice that the County's and IHSS PA's powers are limited by the
24 California Constitution and by State law, and with notice that the Contractor may receive
25 compensation under this Agreement only for services performed according to the terms of this
26 Agreement and while this Agreement is in effect, and subject to the maximum amount payable
27 under this section. The Contractor further acknowledges that County and IHSS PA employees
28 have no authority to pay the Contractor except as expressly provided in this Agreement.

3.5 **Invoices.** The Contractor shall submit monthly invoices in attention to the requesting County Department and IHSS PA as documented in Exhibit B. The Contractor shall submit each invoice within 30 days following the month in which expenses were incurred and services rendered, and in any case within 60 days after the end of the term or termination of this Agreement. Contractor shall submit invoices to the County and IHSS PA each month itemizing costs incurred in the previous month by identifying: the type of service rendered (over the phone interpretation (OPI), written translation or video remote interpretation (VRI)), dates of service, total number of OPI or VRI minutes, word count or project scope for written translation, applicable interpretation or translation rates and any other approved reimbursable rate as detailed in Exhibit B of this agreement. Failure to submit invoices with this information shall be deemed sufficient cause for County to withhold payments until there is compliance, as further described in Section 3.7 herein. No reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed and approved by County and IHSS PA. Proof of payment may be required for certain funding streams and will be made available by the Contractor as requested by the County or IHSS PA.

3.6 **Payment.** The County and IHSS PA shall pay each correctly completed and timely submitted invoice within 45 days after receipt. If an invoice is incorrect or otherwise not in proper form or detail, COUNTY or IHSS PA shall have the right to withhold payment as to only that portion of the invoices that is incorrect or improper, after five (5) days prior written notice or email correspondence to Contractor. The County and IHSS PA shall remit any payment to the Contractor's address specified in the invoice.

3.7 Incidental Expenses. The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County and IHSS PA under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective upon execution and terminates on June 30, 2029, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The County's DSS Director, or their designees, is authorized to sign the written approval on behalf of the County and IHSS PA based on the Contractor's satisfactory performance. The extension of this Agreement by the County and IHSS PA is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County and IHSS PA.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County and IHSS PA:

Director of Department of Social Services
County of Fresno
205 W Pontiac Way
Clovis, CA 93612

For the Contractor:

Shamus Sayed, CEO
Interpreters Unlimited
9909 Mira Mesa Blvd #340, San Diego, CA 92131
shamus.sayed@interpreters.com
(858) 866-1130 Fax: 800.726.9822

5.2 Change of Contact Information. Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County, IHSS PA, and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by a Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

111

1 (B) A notice delivered by first-class United States mail is effective three County
2 business days after deposit in the United States mail, postage prepaid, addressed to the
3 recipient.

4 (C) A notice delivered by an overnight commercial courier service is effective one
5 County business day after deposit with the overnight commercial courier service,
6 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
7 the recipient.

8 (D) A notice delivered by telephonic facsimile transmission or by PDF document
9 attached to an email is effective when transmission to the recipient is completed (but, if
10 such transmission is completed outside of County business hours, then such delivery is
11 deemed to be effective at the next beginning of a County business day), provided that
12 the sender maintains a machine record of the completed transmission.

13 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
14 nothing in this Agreement establishes, waives, or modifies any claims presentation
15 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
16 of Title 1 of the Government Code, beginning with section 810).

17 **Article 6**

18 **Termination and Suspension**

19 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
20 contingent on the approval of funds by the appropriating government agency. If sufficient funds
21 are not allocated, then the County and/or IHSS PA, upon at least 30 days' advance written
22 notice to the Contractor, may:

23 (A) Modify the services provided by the Contractor under this Agreement; or

24 (B) Terminate this Agreement.

25 6.2 **Termination for Breach.**

26 (A) Upon determining that a breach (as defined in paragraph (C) below) has
27 occurred, the County and/or IHSS PA may give written notice of the breach to the
28

Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County and/or IHSS PA may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County and/or IHSS PA, the Contractor has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County and/or IHSS PA; or

(4) Improperly performed any of its obligations under this Agreement.

6.3 Termination without Cause. In circumstances other than those set forth above, the County and/or IHSS PA, or Contractor may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County and/or IHSS PA under this Article 6 is without penalty to or further obligation of the County and/or IHSS PA.

6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County and/or IHSS PA may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 Status. In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent

Contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County and IHSS PA.

7.2 **Verifying Performance.** The County and/or IHSS PA has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County and/or IHSS PA may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent Contractor, the Contractor has no right to employment rights or benefits available to County and/or IHSS PA employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County and/or IHSS PA harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County and/or IHSS PA.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County and/or IHSS PA (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County and/or IHSS PA, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County and/or IHSS PA may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County and/or IHSS PA.

8.2 **Survival.** This Article 8 survives the termination of this Agreement.

///

///

1 **Article 9**

2 **Insurance**

3 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
4 Agreement.

5 **Article 10**

6 **Inspections, Audits, Record Maintenance, and Public Records**

7 10.1 **Inspection of Documents.** The Contractor shall make available to the County
8 and/or IHSS PA, and the County and/or IHSS PA may examine at any time during business
9 hours and as often as the County and/or IHSS PA deems necessary, all of the Contractor's
10 records and data with respect to the matters covered by this Agreement, excluding attorney-
11 client privileged communications. The Contractor shall, upon request by the County and/or IHSS
12 PA, permit the County and/or IHSS PA to audit and inspect all of such records and data to
13 ensure the Contractor's compliance with the terms of this Agreement.

14 10.2 **State Audit Requirements.** If the compensation to be paid by the County and/or
15 IHSS PA under this Agreement exceeds \$10,000, the Contractor is subject to the examination
16 and audit of the California State Auditor, as provided in Government Code section 8546.7, for a
17 period of three years after final payment under this Agreement. This section survives the
18 termination of this Agreement.

19 10.3 **Single Audit Clause.** If Contractor expends One Million Dollars (\$1,000,000) or
20 more in Federal and Federal flow-through monies annually, Contractor agrees to conduct an
21 annual audit in accordance with the requirements of the Single Audit Standards as set forth in
22 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
23 Contractor shall submit said audit and management letter to County and IHSS PA. The audit
24 must include a statement of findings or a statement that there were no findings. If there were
25 negative findings, Contractor must include a corrective action signed by an authorized
26 individual. Contractor agrees to take action to correct any material non-compliance or weakness
27 found as a result of such audit. Such audit shall be delivered to County's DSS, Administration,
28 for review within nine (9) months of the end of any fiscal year in which funds were expended

and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in County and/or IHSS PA performing the necessary audit tasks, or at County's and/or IHSS PA's option, contracting with a public accountant to perform said audit, or, may result in the inability of County and/or IHSS PA to enter into future agreements with Contractor. All audit costs related to this Agreement are the sole responsibility of Contractor.

10.4 Program Audit Requirements. A single audit report is not applicable if all Contractor's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement or Contractor's funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by Contractor to County and IHSS PA as a minimum requirement to attest to Contractor's solvency. Said audit report shall be delivered to County's DSS, Administration, for review no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in County and/or IHSS PA performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of Contractor who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by County and/or IHSS PA under this paragraph shall be billed to the Contractor at County and/or IHSS PA cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

10.5 Record Establishment and Maintenance. Contractor shall establish and maintain records in accordance with those requirements prescribed by County and/or IHSS PA, with respect to all matters covered by this Agreement. Contractor shall retain all fiscal books, account records and client files for services performed under this Agreement for at least five (5) years from date of final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later.

(A) Cost Documentation. Contractor agrees to maintain records to verify costs under this Agreement including but not limited to a General Ledger, properly executed payrolls, time records, invoices, vouchers, orders, proof of payment, and any other accounting

documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible. The support documentation must indicate the line budget account number to which the cost is charged.

(B) Service Documentation. Contractor agrees to maintain records to verify services under this Agreement including names and addresses of clients served, if applicable, and the dates of service and a description of services provided on each occasion. These records and any other documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(C) County and/or IHSS PA shall notify Contractor in writing within thirty (30) days of any potential State or Federal audit exception discovered during an examination. Where findings indicate that program requirements are not being met and State or Federal participation in this program may be imperiled in the event that corrections are not accomplished by Contractor within thirty (30) days of receipt of such notice from County and/or IHSS PA, written notification thereof shall constitute County's and/or IHSS PA's intent to terminate this Agreement.

10.6 Public Records. The County and/or IHSS PA is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County and/or IHSS PA. The County's and IHSS PA's public disclosure of this Agreement or any record or data that the Contractor may provide to the County and/or IHSS PA may include but is not limited to the following:

(A) The County and/or IHSS PA may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County and/or IHSS PA may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County and/or IHSS PA, unless such disclosure is prohibited by court order.

1 (C) This Agreement, and any record or data that the Contractor may provide to the
2 County and/or IHSS PA, is subject to public disclosure under the Ralph M. Brown Act
3 (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with
4 section 54950).

5 (D) This Agreement, and any record or data that the Contractor may provide to the
6 County and/or IHSS PA, is subject to public disclosure as a public record under the
7 California Public Records Act (California Government Code, Title 1, Division 7, Chapter
8 3.5, beginning with section 6250) ("CPRA").

9 (E) This Agreement, and any record or data that the Contractor may provide to the
10 County and/or IHSS PA, is subject to public disclosure as information concerning the
11 conduct of the people's business of the State of California under California Constitution,
12 Article 1, section 3, subdivision (b).

13 (F) Any marking of confidentiality or restricted access upon or otherwise made with
14 respect to any record or data that the Contractor may provide to the County and/or IHSS
15 PA shall be disregarded and have no effect on the County's and IHSS PA's right or duty
16 to disclose to the public or governmental agency any such record or data.

17 (G) Notwithstanding sections A-F above, any information protected by law shall not
18 be subject to public disclosure.

19 **10.7 Public Records Act Requests.** If the County and/or IHSS PA receives a written or
20 oral request under the CPRA to publicly disclose any record that is in the Contractor's
21 possession or control, and which the County and/or IHSS PA has a right, under any provision of
22 this Agreement or applicable law, to possess or control, then the County and/or IHSS PA may
23 demand, in writing, that the Contractor deliver to the County and/or IHSS PA, for purposes of
24 public disclosure, the requested records that may be in the possession or control of the
25 Contractor. Within five business days after the County's and/or IHSS PA's demand, the
26 Contractor shall (a) deliver to the County and/or IHSS PA all of the requested records that are in
27 the Contractor's possession or control, together with a written statement that the Contractor,
28 after conducting a diligent search, has produced all requested records that are in the

Contractor's possession or control, or (b) provide to the County and/or IHSS PA a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County and IHSS PA with respect to any County and IHSS PA demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and/or IHSS PA and assert the exemption by citation to specific legal authority within the written statement that it provides to the County and/or IHSS PA under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County and/or IHSS PA, but the County and/or IHSS PA will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County and IHSS PA for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County and IHSS PA with respect to any County or IHSS PA demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions and Conflict of Interest

11.1 Applicability. This Article 11 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

11.2 Duty to Disclose. If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to the County and IHSS PA before commencing the transaction or immediately after.

11.3 Definition. "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

11.4 Conflict of Interest. No officer, employee or agent of the County and IHSS PA who exercises any function or responsibility for planning and carrying out of the services provided

1 under this Agreement shall have any direct or indirect personal financial interest in this
2 Agreement. In addition, no employee of the County and IHSS PA shall be employed by the
3 Contractor under this Agreement to fulfill any contractual obligations with the County and IHSS
4 PA. The Contractor shall comply with all Federal, State of California and local conflict of interest
5 laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under
6 this Agreement and any officer, employee or agent of the County and IHSS PA.

7 **Article 12**

8 **Medi-Cal Confidentiality**

9 12.1 **Conformance with Laws:** All services performed by Contractor under this
10 Agreement shall be in strict conformance with all applicable Federal, State of California, and/or
11 local laws and regulations relating to confidentiality. Contractor shall require its employees,
12 agents, officers and subcontractors to comply with the provisions of Sections 10850 and
13 14100.2 of the Welfare and Institutions Code, as well as the California Department of Social
14 Services (CDSS) Manual of Policies and Procedures, Division 19-0000 and the California
15 Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section
16 2H. These Code sections provide that:

17 (A) All applications and records concerning any individual made or kept by any public
18 officer or agency in connection with the administration of any provision of the Welfare
19 and Institutions Code relating to Medicaid or any form of public social services for which
20 grants-in-aid are received by the State of California from the United States government
21 shall be confidential, and shall not be open to examination for any purpose not directly
22 connected with the administration of such public social services.

23 (B) No person shall publish or disclose or permit or cause to be published or
24 disclosed any list of persons receiving public social services, except as is provided by
25 law.

26 (C) No person shall publish, disclose, or use, or permit or cause to be published,
27 disclosed, or used any confidential information pertaining to an applicant or recipient,
28 except as is provided by laws.

1 (D) Contractor shall inform all of its employees, agents, officers and subcontractors
2 of the above provisions and that any person knowingly and intentionally violating such
3 provisions is guilty of a misdemeanor.

4 (E) In addition, Contractor, its employees, agents, and officers shall comply,
5 and require all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and
6 Security Agreement between the California DHCS and the County of Fresno that is then
7 in effect, and (2) the Privacy and Security Agreement between the CDSS and the
8 County of Fresno that is then in effect, both of which together shall be referred to in this
9 section as "the Agreements" and are incorporated herein by this reference, and as
10 further set forth in Exhibit E, HIPAA Business Associate Agreement. The current
11 versions of both the DHCS and CDSS Privacy and Security agreements are available
12 upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.

13 Contractor shall insure that all personally identifiable information (PII), as defined in the
14 Agreements, concerning program recipients shall be kept confidential and shall not be
15 opened to examination, publicized, disclosed, or used for any purpose not directly
16 connected with the administration of the program. Contractor shall use appropriate
17 administrative, physical, and technical safeguards to protect PII, as set forth in the
18 Agreements. Upon discovery of a breach, security incident, intrusion, or unauthorized
19 access, use, or disclosure of PII, Contractor shall immediately report the incident to the
20 County by calling (559) 600-2300 or emailing the privacy mailbox at
21 dssprivacyincident@fresnocountyca.gov. Contractor shall certify that all employees,
22 agents, officers and subcontractors have received privacy and security training before
23 accessing any PII and have received refresher training annually, as required by the
24 Agreements.

25 **Article 13**

26 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-** 27 **Lower Tier Covered Transactions.** 28

1 13.1 County, IHSS PA, and Contractor recognize that Contractor is a recipient of State or
2 Federal assistance funds under the terms of this Agreement. By signing this Agreement,
3 Contractor agrees to comply with applicable Federal suspension and debarment regulations,
4 including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order
5 12549. By signing this Agreement, Contractor attests to the best of its knowledge and belief,
6 that it and its principals:

7 (A) Are not presently debarred, suspended, proposed for debarment, declared
8 ineligible, or voluntarily excluded from participation in this transaction by any Federal
9 department or agency; and

10 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or
11 person who is debarred, suspended, proposed for debarment, declared ineligible, or
12 voluntarily excluded from participation in this transaction by any Federal department or
13 agency.

14 (C) Contractor shall provide immediate written notice to County and IHSS PA if at
15 any time during the term of this Agreement Contractor learns that the representations it
16 makes above were erroneous when made or have become erroneous by reason of
17 changed circumstances.

18 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,
19 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
20 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
21 solicitations for lower tier covered transactions.

22 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of
23 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
24 debarment status at <https://sam.gov/SAM/>.

25 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation
26 of fact upon which County and IHSS PA relied in entering into this Agreement.

27 ///

28 ///

1 **Article 14**

2 **General Terms**

3 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written consent by both
5 parties. The Contractor acknowledges that County and IHSS PA employees have no authority
6 to modify this Agreement except as expressly provided in this Agreement.

7 (A) Changes to line items in the Exhibit B, Compensation, in an amount not to
8 exceed 10% of the maximum annual compensation payable to the Contractor may be
9 made with the written approval of County's DSS Director or their designee. Said
10 modifications shall not result in any changes to the maximum compensation amount
11 payable to Contractor, as stated in this Agreement.

12 (B) Contractor agrees that reductions to the maximum compensation set forth under
13 Article Three (3) of this Agreement may be necessitated by a reduction in funding from
14 State or Federal sources. If State or Federal funds are reduced, then the County, upon
15 at least 30 days' advance written notice to the Contractor, may modify the services
16 provided by the Contractor under this Agreement. . Contractor further understands that
17 this Agreement is subject to any restriction, limitations, or enactments of all legislative
18 bodies which affect the provisions, term, or funding of this Agreement in any manner. If
19 the parties do not provide written approval for modification due to reduced funding, this
20 Agreement may be terminated in accordance with Section 6.1 above.

21 14.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is
22 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal
23 documentation of the name change, County and IHSS PA will process the agreement. Payment
24 of invoices presented with a new name cannot be paid prior to approval of said agreement.

25 14.3 **Public Information.** Contractor shall disclose County and IHSS PA as a funding
26 source in all public information and program materials developed in support of contracted
27 services.
28

1 14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
2 under this Agreement without the prior written consent of the other party. Any transferee,
3 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
4 applicable State and Federal regulations. Contractor shall be held primarily responsible by
5 County and IHSS PA for the performance of any transferee, assignee or subcontractor unless
6 otherwise expressly agreed to in writing by County and IHSS PA. The use of subcontractor by
7 Contractor shall not entitle Contractor to any additional compensation than provided for under
8 this Agreement.

9 14.5 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 14.7 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 14.8 **Days.** Unless otherwise specified, "days" means calendar days.

20 14.9 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

22 14.10 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
24 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
25 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
26 intent.

27 14.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
4 all applicable State of California and federal statutes and regulation.

5 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of
6 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section
7 10295.3.

8 (B) Americans with Disabilities Act. Contractor shall comply with the Americans with
9 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as
10 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.
11 12101 et seq.).

12 (C) Contractor shall include the non-discrimination and compliance provisions of this
13 section in all subcontracts to perform work under this Agreement.

14 **14.12 Limited English Proficiency.** Contractor shall provide interpreting and translation
15 services to persons participating in Contractor's services who have limited or no English
16 language proficiency, including services to persons who are deaf or blind. Interpreter and
17 translation services shall be provided as necessary to allow such participants meaningful
18 access to the programs, services and benefits provided by Contractor. Interpreter and
19 translation services, including translation of Contractor's "vital documents" (those documents
20 that contain information that is critical for accessing Contractor's services or are required by law)
21 shall be provided to the County and IHSS PA at the costs detailed in Exhibit B of this
22 agreement. Contractor shall ensure that any employees, agents, subcontractors, or partners
23 who interpret or translate for a program participant, or who directly communicate with a program
24 participant in a language other than English, demonstrate proficiency in the participant's
25 language and can effectively communicate any specialized terms and concepts peculiar to
26 contractor's services.

27 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor
28 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is

1 providing the certification that it is required by regulations implementing the Drug-Free
2 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by
3 grantees that they will maintain a drug-free workplace. False certification or violation of the
4 certification shall be grounds for suspension of payments, suspension or termination of grants,
5 or government wide suspension or debarment. Contractor shall also comply with the
6 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section
7 8350 et seq.).

8 **14.14 Grievances.** Contractor shall establish procedures for handling client complaints
9 and/or grievances. Such procedures will include provisions for informing clients of their rights to
10 a State Hearing to resolve such issues when appropriate.

11 **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement
12 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
13 legislation pending in the Congress of the United States of America or the Legislature of the
14 State of California. Contractor shall not directly or indirectly use any of the funds under this
15 Agreement for any political activity or to further the election or defeat of any candidate for public
16 office.

17 **14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation
18 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and
19 No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable
20 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)
21 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations
22 must be reported to the Federal awarding agency and the Regional Office of the Environmental
23 Protection Agency (EPA).

24 **14.17 Procurement of Recovered Materials.** If compensation to be paid by the County
25 and/or IHSS PA under this Agreement is funded in whole or in part with Federal funding, in the
26 performance of this Agreement, Contractor shall comply with section 6002 of the Solid Waste
27 Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements
28 of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14.18 **No Waiver.** Payment, waiver, or discharge by the County and IHSS PA of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County and IHSS PA of any obligation on any other occasion.

14.19 **Child Support Compliance Act.** If compensation to be paid by the County and IHSS PA under this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

(A) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(B) Contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

14.20 **Priority Hiring Considerations.** If compensation to be paid by the County and IHSS PA under this Agreement includes State funding and services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract Code Section 10353.

///

1 14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the Contractor, the County, and IHSS PA with respect to the subject matter of this
3 Agreement, and it supersedes all previous negotiations, proposals, commitments, writings,
4 advertisements, publications, and understandings of any nature unless those things are
5 expressly included in this Agreement. If there is any inconsistency between the terms of this
6 Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be
7 resolved by giving precedence first to the terms of this Agreement without its exhibits, and then
8 to the terms of the exhibits.

9 14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
10 create any rights or obligations for any person or entity except for the parties.

11 14.23 **Authorized Signature.** The Contractor represents and warrants to the County and
12 IHSS PA that:

13 (A) The Contractor is duly authorized and empowered to sign and perform its
14 obligations under this Agreement.

15 (B) The individual signing this Agreement on behalf of the Contractor is duly
16 authorized to do so and his or her signature on this Agreement legally binds the
17 Contractor to the terms of this Agreement.

18 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by
19 electronic signature as provided in this section.

20 (A) An “electronic signature” means any symbol or process intended by an individual
21 signing this Agreement to represent their signature, including but not limited to (1) a
22 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
23 electronically scanned and transmitted (for example by PDF document) version of an
24 original handwritten signature.

25 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
26 equivalent to a valid original handwritten signature of the person signing this Agreement
27 for all purposes, including but not limited to evidentiary proof in any administrative or
28

1 judicial proceeding, and (2) has the same force and effect as the valid original
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
5 Part 2, Title 2.5, beginning with section 1633.1).

6 (D) Each party using a digital signature represents that it has undertaken and
7 satisfied the requirements of Government Code section 16.5, subdivision (a),
8 paragraphs (1) through (5), and agrees that each other party may rely upon that
9 representation.

10 (E) This Agreement is not conditioned upon the parties conducting the transactions
11 under it by electronic means and either party may sign this Agreement with an original
12 handwritten signature.

13 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
14 original, and all of which together constitute this Agreement.

15 [SIGNATURE PAGE FOLLOWS]

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Interpreters Unlimited, Inc.

County of Fresno

3
4 

5 Shamus Sayed, Chief Executive Officer

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

6 9909 Mira Mesa Blvd #340
7 San Diego, CA 92131

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

8 

9 Edith Elizondo, Secretary

By: _____
Deputy

10 9909 Mira Mesa Blvd #340
11 San Diego, CA 92131

12
13 For accounting use only:

14 Org No.: 5611, 40101014, 5630, 5620, 34309999, 43600200, 43600300, 43600350, 4510,
7205, 9015, 9140, 2850

15 Account No.: 7295

16 Fund No.: 0001

Subclass No.: 10000

17 Org No.: 56107001

18 Account No.: 7870

Fund No.: 0001

19 Subclass No.: 10000

SCOPE OF SERVICES

ORGANIZATION: Interpreters Unlimited, Inc.

SERVICES: Written Translation and Telephonic Interpretation Services

ADDRESS: 8943 Calliandra Rd
San Diego, CA 92126

MAIN TOLL-FREE
TELEPHONE: 800-726-9891

OPI/VRI CONTACT: Axelle Augustin, Manager of Virtual Services & Account
Manager

EMAIL: axelle.augustin@interpreters.com

PHONE: 442-273-8208 ext. 1039

WRITTEN TRANSLATION
CONTACT: Camilia Nigrini

EMAIL: Camila.Nigrinis@interpreters.com

A. SCOPE OF SERVICES

Written Translation Services:

- The Contractor shall provide written translation services for the County of Fresno, including the In-Home Supportive Services Public Authority (IHSS PA) and participating County departments.
- Services may include, but are not limited to, translation of medical records, certified court documents, state and federal forms and notices, outreach materials, brochures, correspondence, and other written materials as requested by the County.
- The Contractor shall provide written translation services for all prevalent languages in Fresno County, including but not limited to Spanish, Hmong, Punjabi, Lao, Cambodian, Armenian, Chinese (Cantonese and Mandarin), Russian, Tagalog, and Vietnamese. The Contractor shall also have the capacity to provide services in non-prevalent languages, including but not limited to Mixteco and Oto-Manguan.
- All translation services shall be performed by qualified translators residing in the United States. Translators shall possess appropriate credentials and subject-matter expertise based on the document type (e.g., legal or medical). Machine or automated

translation tools shall not be used as the sole method of translation. All translated documents shall be edited and proofread for accuracy, consistency, and cultural appropriateness.

- Contractor will translate documents from English into target languages and from source languages to English.
- All written translation pricing shall be based on the total word count of the source language document unless otherwise mutually agreed upon in writing.
- Standard written translation requests shall be completed within three (3) business days unless otherwise agreed upon.
- The Contractor shall have the capacity to accommodate same-day and emergency translation requests when required by the County. These circumstances may require translations to be completed within four (4) hours or a mutually agreed upon same-day deadline.
- Documents in need of translation will be provided as electronic files submitted through the Contractor's online system. Contractor will maintain the integrity of document design and layout, logos, images, terminology, and printing needs. Contractor will provide translated documents as electronic files, and all translated documents will be submitted in the format requested by the County. The Contractor shall correct, at no additional cost, any translation errors or misinterpretations identified by the County or IHSS PA, provided such errors are reported within three (3) months of the document translation completion date. Upon notification, corrections shall be completed within the same turnaround timeframe as the original translation request, unless the County approves an alternative timeframe.
- If source documents contain apparent errors, inconsistencies, or typographical issues, the Contractor shall not independently modify the content. The Contractor shall promptly notify and seek clarification from the requesting County department prior to proceeding with translation. Client-specific statements or content shall be translated as written; however, for standardized or template documents, clarification shall be obtained to ensure accuracy and avoid perpetuating errors.
- The Contractor will also provide, upon request, proofreading services for translated documents currently in use by County or IHSS PA.
- The Contractor shall have the capacity to provide alternative format translation services, including Braille, upon request. Such services shall be subject to prior approval by the County, with pricing, turnaround time, and delivery requirements established on a case-by-case basis.
- The Contractor shall maintain records documenting all translation requests, the requesting County Department or IHSS PA, and the target and source languages translated. In the event a translated document is damaged or lost by the requesting County Department or IHSS PA, the Contractor agrees to provide a replacement copy at no cost to the County or IHSS PA within a reasonable period following the documentation translation completion date. The Contractor shall retain and maintain the ability to retrieve previously translated documents in accordance with the record

retention requirements set forth in Section 10.5 of this Agreement. Document translation records will be maintained in accordance with all Federal, State, and County requirements. Upon submittal by Contractor, all translated documents shall become sole property of County or IHSS PA.

- The Contractor's monthly invoices will include the following information for each completed document translation: language, number of words translated; number of pages proofread, edited, formatted and/or scanned; any additional work that was necessary to fulfill the request; and identification of any translation corrections requested by the County or IHSS PA during the reporting period.

Telephonic/Video Remote Interpretation Services:

- The Contractor shall provide telephonic/video remote interpretation services to facilitate communication between County staff and Limited English Proficient (LEP) clients across participating County departments and the IHSS Public Authority.
- The Contractor shall provide Over-the-Phone Interpretation (OPI) and Video Remote Interpretation (VRI) services twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.
- The Contractor shall furnish all labor, staffing, materials, equipment, systems, and technology necessary to administer a dedicated toll-free telephone line capable of handling high call volumes, including a minimum capacity of 100–150 simultaneous calls, as well as video remote access also capable of handling simultaneous calls.
- Over-the-Phone Interpretation (OPI): The Contractor shall answer incoming OPI calls within thirty (30) seconds of call origination and shall connect callers to a qualified interpreter in the requested language within sixty (60) seconds of call origination.
- Video Remote Interpretation (VRI): The Contractor shall answer incoming video remote interpretation calls within thirty (30) seconds of call origination and shall connect callers to a qualified interpreter in the requested language within ninety (90) seconds of call origination.
- The Contractor shall ensure interpreters remain connected for the duration of each call or until County staff confirm interpretation services are no longer needed. The Contractor shall minimize dropped calls and service interruptions. Dropped calls or service interruptions shall be reported immediately to the Contractor's designated account manager for troubleshooting and resolution. The Contractor shall investigate reported disruptions and provide follow-up as necessary to ensure effective service delivery.
- Telephonic/video remote interpretation services shall be provided for all prevalent languages in Fresno County, including but not limited to Spanish, Hmong, Punjabi, Lao, Cambodian, Armenian, Chinese (Cantonese and Mandarin), Russian, Tagalog, American Sign Language, and Vietnamese. The Contractor shall also provide interpretation services for non-prevalent and emerging languages, including but not limited to Mixteco and Oto-Manguean, as requested by the County.

- Upon advance notice, the Contractor shall coordinate lengthier 60 to 180-minute instances of remote interpreting to facilitate public meetings in the County, including rural areas, which may include two or more interpreters providing services to ensure quality and accuracy. For extended OPI calls exceeding two (2) hours, the County may disconnect and initiate a new call if a new interpreter is required. OPI interpreters do not rotate during active calls.
- The Contractor's platform includes a rating mechanism that allows County staff to rate Video Remote Interpretation (VRI) sessions following each interaction. Any rating of three (3) stars or lower automatically flags the interaction for Contractor review and follow-up as appropriate.
- In addition to the rating mechanism, the Contractor shall monitor and report on key performance indicators (KPIs) to support ongoing service quality evaluation. At a minimum, these shall include:
 - First Call Resolution Rate: The percentage of interpretation requests successfully completed without the need for reconnection, escalation, or repeat service due to quality concerns.
 - Average Handle Time: The average duration of interpretation calls, monitored to ensure efficiency while maintaining service quality.
 - Call Abandonment Rate: The percentage of calls terminated prior to connection with an interpreter, which may indicate delays or service access issue
 - These metrics shall be included in monthly performance reports and reviewed during contract monitoring meetings to assess service quality, identify trends, and implement corrective actions as needed.
- The Contractor shall maintain detailed records for each telephonic/video remote interpretation encounter, including, at minimum: the language interpreted; the assigned interpreter; the requesting County department; the requesting staff member and staff member's phone number; call connection times (including the initial call connection time and the time the call is connected to the interpreter); call end time; total duration; and number of dropped calls. These records shall be included in monthly invoices and performance reports submitted to the County.
- The Contractor shall participate in quarterly contract monitoring meetings, at minimum, with County representatives to review service performance, call metrics, accuracy rates, and resolution of any identified issues. Additional meetings may be scheduled as needed or as mutually agreed upon by County and Contractor.

B. TARGET POPULATION

The target population includes County of Fresno clients and community members who are Limited English Proficient (LEP) and require language access services to participate in County programs and services.

C. STAFFING LEVELS

The Contractor shall maintain sufficient staffing levels to meet County service volume, turnaround time requirements, and emergency needs.

D. CONTRACTOR'S RESPONSIBILITIES

The contractor shall:

- Provide services in accordance with this Agreement and all applicable County, State, and Federal requirements.
- Ensure compliance with confidentiality requirements, including HIPAA and protection of Personally Identifying Information (PII).
- Maintain secure systems for receiving, storing, and transmitting County information.
- Maintain records of all translation and interpretation requests.
- Submit accurate and timely invoices consistent with Agreement requirements.
- Correct any translation errors identified by the County at no additional cost.
- Contractor will provide annual Civil Rights training to their staff in the first quarter of every calendar year and will provide relevant proof to DSS by April 1, for each year of the contract year.
- Contractor will participate in contract monitoring meetings on a quarterly basis, at a minimum, with County Departments or IHSS PA representatives to address service provision, information sharing, and resolution of any issues or problems identified by County, IHSS PA or contractor. Contractor will be monitored in accordance with all applicable state and federal funding regulations, including but not limited to 2 CFR, Part 200.

E. COUNTY RESPONSIBILITIES

The County shall:

- Submit service requests in a timely manner.
- Designate staff for coordination and communication.
- Review submitted work and request revisions as needed.
- Process invoices in accordance with County payment procedures.
- Maintain a Call Quality Log to provide feedback to the Contractor on OPI service quality.

F. REPORTS AND OUTCOMES

The Contractor shall submit monthly invoices and performance reports that include, at a minimum, service utilization data, performance metrics, and quality assurance outcomes for both written translation and telephonic interpretation services.

Performance Standards – Written Translation

The Contractor shall meet the following minimum performance standards, which will be evaluated monthly:

- Contractor will ensure ninety-five percent (95%) of translated documents are error free and require no revision by County or IHSS PA.
- One hundred percent (100%) of written translation requests shall be completed within the mutually agreed-upon deadline.
- All translation errors identified by the County within the allowable review period shall be corrected at no additional cost. The Contractor shall maintain version control of all corrected documents, including retention of prior versions and documentation of revisions made and dates of correction, and shall provide updated versions to the County or IHSS PA with clear version identification.

Performance Standards – Telephonic/Video Remote Interpretation

The Contractor shall meet the following minimum performance standards, which will be evaluated monthly:

- OPI: At least ninety-five percent (95%) of incoming telephonic interpretation calls shall be answered within thirty (30) seconds of call origination.
- OPI: At least ninety-five percent (95%) of calls shall be connected to a qualified interpreter within sixty (60) seconds of call origination.
 - If an OPI interpreter is not connected within sixty (60) seconds of call origination, the subsequent fifteen (15) minutes of that call shall be provided at no cost to the County.
- VRI: At least ninety percent (90%) of all incoming video remote interpretation calls shall be answered within thirty (30) seconds of call origination.
- VRI: At least ninety percent (90%) of calls shall be connected to a qualified interpreter within ninety (90) seconds of call origination.
 - If a VRI interpreter is not connected within ninety (90) seconds of call origination, the subsequent fifteen (15) minutes of that call shall be provided at no cost to the County.
- A minimum interpretation accuracy rate of ninety-five percent (95%) shall be maintained.
- Interpreters shall remain connected for the duration of the call unless released by County staff.

Performance results will be provided by the Contractor on a monthly basis and will be reviewed during quarterly contract monitoring meetings.

Written Translation Rate Sheet

A. Translation Costs

Source Language	Target Language	Rate Per Word or Asian Character	4-8 Hour Rush Charge	24 Hour Rush Charge	Inverse Translation Rate
English	Armenian	\$0.14	\$0.14	\$0.14	\$0.14
English	Cambodian	\$0.14	\$0.14	\$0.14	\$0.14
English	Hmong	\$0.14	\$0.14	\$0.14	\$0.14
English	Lao	\$0.14	\$0.14	\$0.14	\$0.14
English	Punjabi	\$0.14	\$0.14	\$0.14	\$0.14
English	Spanish	\$0.11	\$0.11	\$0.11	\$0.11
English	Vietnamese	\$0.14	\$0.14	\$0.14	\$0.14
English	Chinese	\$0.14	\$0.14	\$0.14	\$0.14
English	Russian	\$0.14	\$0.14	\$0.14	\$0.14
English	Tagalog	\$0.14	\$0.14	\$0.14	\$0.14

*No additional charge for proofreading/editing costs.

B. Additional Translation Costs (if applicable)

Formatting Services	Rate (Please Detail)	4 Hour Rush Charge	24 Hour Rush Charge
Design Layout/Desktop Publishing	\$25.00 per page	\$25.00 per page	\$25.00 per page

*Formatting and layout of translated documents using desktop publishing software (e.g., Adobe InDesign, Publisher) to ensure the final product mirrors the original document's design, including text placement, graphics, tables, and overall visual presentation. This service applies when documents require advanced formatting or reconstruction beyond standard word processing formats.

Over-the-Phone Interpretation and Video Remote Interpretation Rate Sheet

C. OPI and VRI Costs Per Minute

OPI/VRI services shall be billed on a per minute basis. Partial minutes shall be rounded up to the next full minute.

Over-The-Phone-Interpretation (OPI) Language: English into	USD Price Per Minute
Spanish	\$0.50
Hmong	\$0.50
Lao	\$0.50
Cambodian	\$0.50
Armenian	\$0.50
Punjabi	\$0.50
Vietnamese	\$0.50
Chinese	\$0.50
Russian	\$0.50
Flat Rate (All Languages)	\$0.50

Video-Remote-Interpretation (VRI) Language: English into	USD Price Per Minute
Spanish	\$1.25
Hmong	\$1.25
Lao	\$1.25
Cambodian	\$1.25
Armenian	\$1.25
Punjabi	\$1.25
Vietnamese	\$1.25
Chinese	\$1.25
Russian	\$1.25
Flat Rate (All Languages)	\$1.25
ASL	\$1.25

Braille Translation Services:

Braille translation and production services may be provided upon request and are billed as an additional service. Pricing will be determined on a case-by-case basis depending on factors including document length, formatting requirements, number of copies, and delivery method. Turnaround times will vary based on the scope of the request and will be mutually agreed upon in advance. Physical delivery may be required for embossed (raised-text) Braille materials.

COUNTY and IHSS PA BUDGET AMOUNTS- Written Translation and Telephonic/Video Remote Interpretation Services
Contract Term: Upon Execution through June 30, 2027
Total Maximum Not Exceed: \$1,085,700

Department of Social Services

Organization Number	Federal/State Revenues	Social Service Realignment	Grants	Intrafund	Net County Cost	Total
56107001	\$ 857,768.00	\$128,958.00	\$ -	\$ -	\$8,274.00	\$ 995,000.00

IHSS Public Authority

Organization Number	Federal/State Revenues	Social Service Realignment	Grants	Intrafund	Net County Cost	Total
5611	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00

Department of Behavioral Health

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	MHSA Funds	Total
5630	\$ -	\$ 36,000.00	\$ -	\$ -	\$ 4,000.00	\$ 40,000.00

Department of Public Health

Organization Number	Federal/State Revenues	Health Realignment	Grants	Intrafund	Fees	Total
5620	\$ -	\$ 7,700.00	\$ 9,000.00	\$ -	\$ 1,300.00	\$ 18,000.00

Department of Public Works & Planning

Organization Number	Federal/State Revenues	Realignment	Grants	Intrafund	Net County Cost	Total
43600200	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
43600300	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
43600350	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
4510	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
7205	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
9015	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
9140	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00

Probation Department

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	Net County Cost	Total
34309999	\$ -	\$ -	\$ -	\$ -	\$500	\$ 500.00

County Clerk/Registrar of Voters Department

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	Net County Cost	Total
2850600	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00

Department of Agriculture

Organization Number	Federal & State Revenues/Managed Care	Health Realignment	Grants	Intrafund	Net County Cost	Total
40101014		\$ -	\$ 175.00	\$ -	\$25.00	\$200.00

*Any unexpended balance remaining at the end of a contract period may be carried forward and used in subsequent contract periods during the term of this Agreement, provided that the total compensation paid under this Agreement does not exceed the maximum compensation stated in section 3.3 of this Agreement. Any such balance that is carried forward is contingent upon the availability of funding in the applicable fiscal year.

COUNTY and IHSS PA BUDGET AMOUNTS - Written Translation and Telephonic/Video Remote Interpretation Services
Contract Term: July 1, 2027 through June 30, 2031
Total Not to Exceed Amount Per 12-month Term: \$1,040,700

Department of Social Services

Organization Number	Federal/State Revenues	Social Service Realignment	Grants	Intrafund	Net County Cost	Total Per FY
56107001	\$ 819,168.00	\$ 123,155.00	\$ -	\$ -	\$ 7,902.00	\$ 950,225.00

IHSS Public Authority

Organization Number	Federal/State Revenues	Social Service Realignment	Grants	Intrafund	Net County Cost	Total Per FY
5611	\$ 4,775.00	\$ -	\$ -	\$ -	\$ -	\$ 4,775.00

Department of Behavioral Health

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	MHSA Funds	Total Per FY
5630	\$ -	\$ 36,000.00	\$ -	\$ -	\$ 4,000.00	\$ 40,000.00

Department of Public Health

Organization Number	Federal/State Revenues	Health Realignment	Grants	Intrafund	Fees	Total Per FY
5620	\$ -	\$ 7,700.00	\$ 9,000.00	\$ -	\$ 1,300.00	\$ 18,000.00

Department of Public Works & Planning

Organization Number	Federal/State Revenues	Realignment	Grants	Intrafund	Net County Cost	Total Per FY
43600200	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
43600300	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
43600350	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
4510	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
7205	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
9015	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
9140	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00

Probation Department

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	Net County Cost	Total Per FY
34309999	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500.00

County Clerk/Registrar of Voters Department

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	Net County Cost	Total Per FY
2850600	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00

Department of Agriculture

Organization Number	Federal & State Revenues/Managed Care	Health Realignment	Grants	Intrafund	Net County Cost	Total Per FY
40101014		\$ -	\$ 175.00	\$ -	\$ 25.00	\$ 200.00

*Any unexpended balance remaining at the end of a contract period may be carried forward and used in subsequent contract periods during the term of this Agreement, provided that the total compensation paid under this Agreement does not exceed the maximum compensation stated in section 3.3 of this Agreement. Any such balance that is carried forward is contingent upon the availability of funding in the applicable fiscal year.

COUNTY and IHSS PA Invoicing Contact List

County Department	E-mail Address
Department of Social Services	DSSInvoices@fresnocountyca.gov
IHSS Public Authority	DSSInvoices@fresnocountyca.gov
Department of Behavioral Health	DBH-Invoices@fresnocountyca.gov
Department of Public Health	dphboap@fresnocountyca.gov
Department of Public Works & Planning	PWPBusinessOffice@fresnocountyca.gov
Probation Department	ProbationInvoices@fresnocountyca.gov ProbationContracts@fresnocountyca.gov
County Clerk/Registrar of Voters	Countyclerkfinance@fresnocountyca.gov
Department of Agriculture	agpurchasing@fresnocountyca.gov

Each participating County department shall receive a separate invoice. Invoices shall be submitted electronically to the designated department-specific invoicing inbox listed above.

Monthly invoices for interpretation services shall include, at minimum:

- Language interpreted
- Assigned interpreter
- Requesting department and division (if applicable)
- Requesting staff name and phone number
- Call start time and end time
- Total duration (in minutes)
- Number of dropped calls
- Date of service
- Cost Center Number
- Agreement Number
- Remittance Address



Language List

IU provides interpretation and translation services including, *but not limited to*, the following languages:

Afrikaans	Hoiping Chinese	Portuguese, Brazilian
Akan	Hungarian	Portuguese, European
Albanian	Ibo	Punjabi
Amharic	Ilocano	Romanian
Apakapa	Ilongo	Russian
Arabic (six dialects)	Indonesian	Samoan
Armenian	Italian	Sephardic Konkan
Ashkarik	Japanese	Serbian
Assyrian	Kamasaja	Shanghai Chinese
Azerbaijani	Kanarese	Sibuano
Basque	Kannada	Sicilian
Bengali	Kapangpongan	Sign Language (ASL)
Bosnian	Karen	Sindhi
Bulgarian	Kinyarwanda	Sinhalese
Burmese	Kirundi	Slovakian
Cambodian	Konkani	Slovenian
Cantonese	Korean	Somali
Catalan	Kurdish	Spanish
Cebuano	Laotian	Swahili
Chamorro	Latvian	Swedish
Chiu Chow	Lithuanian	Tagalog
Choktaw	Macedonian	Taiwanese
Chuukese	Malay	Tagrinyan
Creole	Malayalam	Tamil
Croatian	Malaysian	Telugu
Czech	Mandarin	Thai
Danish	Marathi	Toisan
Dari	Mesquito	Tongon
Dutch	Mestaco	Tulu
Estonian	Mien	Turkish
Farsi	Minh	Ukrainian
Fijian	Mixteco	Urdu
Fijian-Hindi	Moldavian	Urghur
Finnish	Mongolian	Vietnamese
Flemish	Nagamese	Visayan
French	Nepali	Yemeni
Fukien Chinese	Norwegian	
Georgian	Nuer	
German	Oaxaca	
Greek	Oromo	
Gujarati	Pangasinan	
Haitian Creole	Papiamento	
Hakka	Pashto	
Hebrew	Persian	
Hindi	Polish	
Hmong	Pompango	

Link to IU's language list: <https://www.interpreters.com/languages/>



interpretation



translation



transportation



sign language

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (C) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (D) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (E) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of

Exhibit C

copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the DSSContractinsurance@fresnocountyca.gov, Attention: Contract Analyst.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and

Exhibit C

possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a Contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

I. County is a “Covered Entity,” and Contractor is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that Contractor will create and/or receive Protected Health Information (“PHI”) from or on behalf of County. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, Contractor, as a business associate of County, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of County, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of Contractor.

II. Contractor, including its subcontractors and employees, shall protect from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a County-funded program. This requirement applies to electronic PHI. Contractor shall not use such identifying information or genetic information for any purpose other than carrying out Contractor’s obligations under this Agreement.

III. Contractor, including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary of the United States Department of Health and Human Services ("Secretary"), or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, Contractor shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

IV. For purposes of the above sections, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as fingerprint or voiceprint, or photograph.

V. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual(s), manifestation of disease or disorder of family members of an individual, or any request for or receipt of genetic services by individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

VI. Contractor shall provide access, at the request of County, and in the time and manner designated by County, to PHI in a designated record set (as defined in 45 CFR § 164.501), to an individual or to County in order to meet the requirements of 45 CFR § 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if Contractor cannot provide access and provides the individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or County.

Contractor shall make any amendment(s) to PHI in a designated record set at the request of County or individual, and in the time and manner designated by County in accordance with 45 CFR § 164.526.

Contractor shall provide to County or to an individual, in a time and manner designated by County, information collected in accordance with 45 CFR § 164.528, to permit County to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

VII. Contractor shall report to County, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which Contractor becomes aware,

immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County's Information Security Officer and Privacy Officer and County's Department of Public Health ("DPH") HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations. Contractor shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County and shall provide a written report of the investigation and reporting required to County's Information Security Officer and Privacy Officer and County's DPH HIPAA Representative.

This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the addresses below:

County of Fresno	County of Fresno	County of Fresno
Department of Public Health	Department of Public Health	Office of Information Security
HIPAA Representative	Privacy Officer	Chief Information Security Officer
(559) 600-6439	(559) 600-6405	(559) 600-5810
P.O. Box 11867	P.O. Box 11867	333 W. Pontiac Way
Fresno, California 93775	Fresno, California 93775	Clovis CA, 93612

VIII. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by Contractor on behalf of County, in compliance with Parts the HIPAA Rules. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County, or created or received by Contractor on behalf of County, available to the Secretary upon demand. Contractor shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during Contractor's normal business hours; however, upon exigent circumstances access at any time must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to Contractor and in possession of a subcontractor of Contractor, Contractor must certify to the Secretary its efforts to obtain the information from the subcontractor.

IX. Safeguards

Contractor shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of County and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. Contractor shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI.

Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Upon County's request, Contractor shall provide County with information concerning such safeguards.

Contractor shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

a. Passwords must **not** be:

- i. Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
- ii. A dictionary word; or
- iii. Stored in clear text

b. Passwords must be:

- i. Eight (8) characters or more in length;
- ii. Changed every ninety (90) days;
- iii. Changed immediately if revealed or compromised; and
- iv. Composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

- 1. Upper case letters (A-Z);
- 2. Lowercase letters (a-z);
- 3. Arabic numerals (0 through 9); and
- 4. Non-alphanumeric characters (punctuation symbols).

Contractor shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive

data:

- a. Network-based firewall and/or personal firewall;
- b. Continuously updated anti-virus software; and
- c. Patch management process including installation of all operating system/software vendor security patches.

Contractor shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. Contractor must apply appropriate sanctions against its employees who fail to comply with these safeguards. Contractor must adopt procedures for terminating access to PHI when employment of employee ends.

X. Mitigation of Harmful Effects

Contractor shall mitigate, to the extent practicable, any harmful effect that is suspected or known to Contractor of an unauthorized access, viewing, use, disclosure, or breach of PHI by Contractor or its subcontractors in violation of the requirements of these provisions. Contractor must document suspected or known harmful effects and the outcome.

XI. Contractor's Subcontractors

Contractor shall ensure that any of its contractors, including subcontractors, if applicable, to whom Contractor provides PHI received from or created or received by Contractor on behalf of County, agree to the same restrictions, safeguards, and conditions that apply to Contractor with respect to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

Nothing in this section XI or this exhibit authorizes Contractor to perform services under this Agreement using subcontractors.

XII. Employee Training and Discipline

Contractor shall train and use reasonable measures to ensure compliance with the requirements of these provisions by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI, and discipline such employees who intentionally violate any provisions of these provisions, which may include termination of employment.

XIII. Termination for Cause

Upon County's knowledge of a material breach of these provisions by Contractor, County will either:

- a. Provide an opportunity for Contractor to cure the breach or end the violation, and County may terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or
- b. Immediately terminate this Agreement if Contractor has breached a material term of this exhibit and cure is not possible, as determined by County.
- c. If neither cure nor termination is feasible, County's Privacy Officer will report the violation to the Secretary of the U.S. Department of Health and Human Services.

XIV. Judicial or Administrative Proceedings

County may terminate this Agreement if: (1) Contractor is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) there is a finding or stipulation in an administrative or civil proceeding in which Contractor is a party that Contractor has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or other security or privacy laws.

XV. Effect of Termination

Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI received from County (or created or received by Contractor on behalf of County) that Contractor still maintains in any form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, Contractor shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision applies to PHI that is in the possession of subcontractors or agents, if applicable, of Contractor. If Contractor destroys the PHI data, a certification of date and time of destruction shall be provided to County by Contractor.

XVI. Compliance with Other Laws

To the extent that other state and/or federal laws provide additional, stricter and/or more protective privacy and/or security protections to PHI or other confidential information covered under this BAA, Contractor agrees to comply with the more protective of the privacy and security standards set forth in the applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA Rules or are otherwise more favorable to the individual.

XVII. Disclaimer

County makes no warranty or representation that compliance by Contractor with these provisions, the HITECH Act, or the HIPAA Rules, will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized access, viewing, use, disclosure, or breach. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.

XVIII. Amendment

The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to amend this agreement in order to implement the standards and requirements of the HIPAA Rules, the HITECH Act and other applicable laws relating to the security or privacy of PHI. County may terminate this Agreement upon thirty (30) days written notice in the event that Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that County in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules, and the HITECH Act.

XIX. No Third-Party Beneficiaries

Nothing expressed or implied in the provisions of this exhibit is intended to confer, and nothing in this exhibit does confer, upon any person other than County or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XX. Interpretation

The provisions of this exhibit shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules, and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.

XXI. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA Rules means the section as in effect or as amended.

XXII. Survival

The respective rights and obligations of Contractor as stated in this exhibit survive the termination or expiration of this Agreement.

XXIII. No Waiver of Obligation

Change, waiver or discharge by County of any liability or obligation of Contractor under

this exhibit on any one or more occasions is not a waiver of performance of any continuing or other obligation of Contractor and does not prohibit enforcement by County of any obligation on any other occasion.