#### <u>A G R E E M E N T</u>

THIS AGREEMENT is made and entered into this <u>23rd</u> day of <u>June</u>, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", the **FRESNO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**, a corporate public body, hereinafter referred to as "IHSS PA", and United Language Group, a Minnesota corporation, whose address is 1600 Utica Avenue South, Suite 750, Minneapolis, MN 55416, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH:

WHEREAS, 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 C.F.R §42.101-42.112) requires COUNTY and IHSS PA to provide persons with Limited English Proficiency (LEP) meaningful access to government services; and

WHEREAS, COUNTY has a need for translation and interpretation services for its employees, contracted providers, patients, and consumers with LEP who seek services from COUNTY's Department of Behavioral Health, Department of Public Health, Department of Social Services, Department of Public Works and Planning, Probation Department, Department of Agriculture, and County Clerk/Registrar of Voters, hereinafter referred to individually as "COUNTY Department" and collectively as "COUNTY"; and

WHEREAS, IHSS PA has a need for translation and interpretation services for employees and clients who seek services from IHSS PA; and

WHEREAS, CONTRACTOR is capable of providing translation and interpretation services for employees and clients who seek services from COUNTY and IHSS PA.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

#### 1. <u>SERVICES</u>

- A. CONTRACTOR shall provide all services set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.
- B. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 20-051 dated March 11, 2020, Addendum No. One (1), dated April 1, 2020 and Addendum No. Two (2) dated April 3, 2020, hereinafter collectively

referred to as COUNTY'S RFP 20-051, and CONTRACTOR'S response to said RFP, all incorporated herein and by reference made part of this Agreement.

C. In the event of any inconsistency among the documents described in Paragraph 1.A and 1.B herein above, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto; 2) to COUNTY'S RFP 20-051; and 3) to CONTRACTOR'S Response to RFP. A copy of COUNTY'S RFP 20-051 and CONTRACTOR'S response shall be retained and made available during the term of this Agreement by COUNTY'S Department of Social Services (DSS).

#### 2. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2020 through and including June 30, 2023.

This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of COUNTY Department of Social Services, hereinafter referred to as DSS Director, or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance. The Executive Director of IHSS PA or his or her designee is authorized to execute such written approval on behalf of IHSS PA based on CONTRACTOR's satisfactory performance.

#### 3. <u>TERMINATION</u>

- A. <u>Non-Allocation of Funds</u> The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.
- B. <u>Breach of Contract</u> COUNTY or IHSS PA may immediately suspend or terminate this Agreement in whole or in part, where in the determination of COUNTY or IHSS PA there is:
  - 1) An illegal or improper use of funds;
  - 2) A failure to comply with any term of this Agreement;
  - 3) A substantially incorrect or incomplete report submitted to COUNTY or IHSS

PA;

4) Improperly performed service.

In no event shall any payment by COUNTY or IHSS PA constitute a waiver by COUNTY or IHSS PA of any breach of this Agreement or any default, which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY or IHSS PA with respect to the breach or default. COUNTY and IHSS PA shall have the right to demand of CONTRACTOR the repayment to COUNTY or IHSS PA of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY or IHSS PA were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand or, at COUNTY's or IHSS PA's, discretion such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

C. <u>Without Cause</u> - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR, or COUNTY, or COUNTY's DSS Director or designee, or IHSS PA Executive Director or designee, upon the giving of thirty (30) days advance written notice of an intention to terminate the Agreement.

Termination of this Agreement by COUNTY does not affect the Agreement as it relates to CONTRACTOR and IHSS PA. Termination of this Agreement by IHSS PA does not affect the Agreement as it relates to CONTRACTOR and COUNTY.

#### 4. **COMPENSATION**

For actual services provided as identified in the terms and conditions of this Agreement, COUNTY and IHSS PA agree to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B, attached hereto and by this reference incorporated herein.

In no event shall compensation for services performed under this Agreement be in excess of Seven Hundred Forty-Seven Thousand Nine Hundred Sixty-Nine Dollars (\$747,969) for each 12-month period (July 1, 2020 to June 30, 2021, July 1, 2021 to June 30, 2022, and July 1, 2022 to June 30, 2023). Should the term of this Agreement be extended for one (1) or two (2) additional years, in no event shall compensation for services performed under this Agreement be in excess of Seven Hundred Forty-Seven Thousand Nine Hundred Sixty-Nine Dollars (\$747,969) for each 12 month period (July 1, 2023 to June 30,

2024 or July 1, 2024 to June 30, 2025). The cumulative total of the Agreement shall not be in excess of
Three Million Seven Hundred Thirty-Nine Thousand Eight Hundred Forty-Five Dollars (\$3,739,845).

COUNTY and IHSS PA will not request services beyond the annual not to exceed amounts. It is
understood that all expenses incidental to CONTRACTOR'S performance of services under this
Agreement shall be borne by CONTRACTOR.

Except as provided below regarding State payment delays, payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR'S invoices by DSS. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY and IHSS PA shall be relieved of its obligation for further compensation. All final claims shall be submitted by CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY or IHSS PA on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY and IHSS PA.

The services provided by CONTRACTOR under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY or IHSS PA may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral by COUNTY and IHSS PA shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

#### 5. <u>INVOICING</u>

CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) of each month for actual expenses incurred and services rendered in the previous month to the requesting COUNTY Department or IHSS PA as documented in Exhibit C, attached hereto and by this reference incorporated herein.

At the discretion of a COUNTY Department Director or designee, or IHSS PA's Executive Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, a COUNTY'S Department Director or designee, or IHSS PA's Executive Director or designee, shall have the

right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior written notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY or IHSS PA's satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement on behalf of COUNTY and IHSS PA, or its Executive Director or designee may elect to terminate this Agreement on behalf of IHSS PA, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of COUNTY Department's Director or designee or IHSS PA's Executive Director or designee shall have the right to deny payment of any additional invoices received.

#### 6. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY or IHSS PA. Furthermore, COUNTY and IHSS PA shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY and IHSS PA shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR, COUNTY and IHSS PA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY or IHSS PA employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY and IHSS PA harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholdings and all other regulations governing such matters. It is acknowledged that

COUNTY or IHSS PA or to this Agreement.

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#### 7. MODIFICATION

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Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the

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CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY and/or IHSS PA's request, defend COUNTY and/or IHSS PA, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and court costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY and/or IHSS PA in connection with the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and court costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY and/or IHSS PA for Federal State of California and/or local audit exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

#### 9. **INSURANCE**

Without limiting COUNTY's or IHSS PA'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 or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

#### A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, products liability, and contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

#### B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

#### C. <u>Professional Liability</u>

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

#### D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

#### E. Errors & Omissions Professional Liability

A policy that shall not be suspended, voided, cancelled by either party or reduced in coverage of not less than One Million Dollars (\$1,000,000.00) per incident and Three Million (\$3,000,000.00) annual aggregate. Coverage must extend to claims made up to twelve (12) months beyond the expiration or termination of this agreement.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno and IHSS Public Authority, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY and IHSS PA, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY and IHSS PA.

CONTRACTOR hereby waives its right to recover from COUNTY or IHSS PUBLIC AUTHORITY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno Department of Social Services at 205 W. Pontiac Way, Clovis, CA 93612, Attention: Contract Analyst, stating that such insurance coverages have been obtained and are in full force; that COUNTY and IHSS PA, its officers, agents and employees will not

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be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY and IHSS PA, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY and IHSS PA, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR'S policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY and IHSS PA.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY and IHSS PA may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

#### 10. ASSIGNMENT OF AGREEMENT

COUNTY and IHSS PA understand that CONTRACTOR provides translation and interpreter services under this Agreement through independent contractors that CONTRACTOR contracts with, which does not impact CONTRACTOR's obligations to COUNTY and IHSS PA under this Agreement. The use of these independent contractors does not entitle CONTRACTOR to any additional compensation than is provided under this Agreement.

CONTRACTOR shall obtain written approval from COUNTY's DSS Director or designee and IHSS PA's Executive Director or designee before assigning any of its rights or duties under this agreement. Any assignee will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY and IHSS PA.

#### 11. AUDITS AND INSPECTIONS:

CONTRACTOR shall at any time during business hours, and as often as COUNTY or IHSS PA may deem necessary, make available to COUNTY and IHSS PA for examination all such records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY and IHSS PA, permit COUNTY and IHSS PA to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

#### 12. NOTICES:

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

## COUNTY Director, County of Fresno DSS 205 W. Pontiac Way Clovis, CA 93612

Vice President-Client Engagement United Language Group 1600 Utica Ave South, Ste 750 Minneapolis, MN 55416

CONTRACTOR

#### <u>IHSS PA</u>

Executive Director, IHSS Public Authority 205 W. Pontiac Way Clovis, CA 93612

All notices between COUNTY, IHSS PA and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed

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to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

#### 13. CHANGE OF LEADERSHIP/MANAGEMENT

In the event of any change in the status of CONTRACTOR's leadership or management, CONTRACTOR shall provide written notice to COUNTY and IHSS PA within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name, address and qualifications. "Leadership or Management" shall include any employee, member or owner of CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over CONTRACTOR's finances.

#### 14. **GOVERNING LAW**

The parties agree that for the purposes of venue, performance shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

#### 15. <u>DISCLOSURE OF SELF-DEALING TRANSACTIONS</u>

This provision is only applicable if CONTRACTOR is operating as a corporation (a forprofit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and submitting it to COUNTY and IHSS PA prior to commencing with the self-

dealing transaction or immediately thereafter.

#### 16. **CONFIDENTIALITY**

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality.

### 17. CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSITIONS

- A. COUNTY, IHSS PA and CONTRACTOR recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as the "prospective recipient".
  - B. This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant's responsibilities.
- The prospective recipient of Federal assistance funds certified by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) The prospective recipient of funds agrees by entering into this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- 3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- 4) The prospective recipient shall provide immediate written notice to COUNTY and IHSS PA if at any time prospective recipient learns that its certification in Paragraph 19 of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective recipient further agrees that by entering into this Agreement, it will include

 a clause identical to Paragraph 17 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

5.) The certification in Paragraph 17 of this Agreement is a material representation of fact upon which COUNTY and IHSS PA relied in entering into this Agreement.

#### 18. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of COUNTY and IHSS PA data including sensitive or personal client information; abuse of COUNTY or IHSS PA resources; and/or disruption to COUNTY or IHSS PA operations, individuals and/or agencies that enter into a contractual relationship with COUNTY and/or IHSS PA for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to CONTRACTOR by COUNTY or IHSS PA, including but not limited to the following:

- A. CONTRACTOR-Owned Mobile/Wireless/Handheld Devices may not be connected to COUNTY or IHSS PA networks via personally owned mobile, wireless or handheld devices, except when authorized by COUNTY and/or IHSS PA for telecommuting and then only if virus protection software currency agreements are in place, and if a secure connection is used.
- B. Contractor-Owned Computers or Computer Peripherals may not brought into COUNTY or IHSS PA facilities for use, including and not limited to mobile storage devices, without prior authorization from COUNTY's Chief Information Officer or her designee and transferred by means of a Virtual Private Network Connection, or another type of secure connection of this type if any data is approved to be transferred.
- C. COUNTY and/or IHSS PA-Owned Computer Equipment CONTRACTOR or anyone having an employment relationship with COUNTY and/or IHSS PA may not use COUNTY and/or IHSS PA computers or computer peripherals on non-COUNTY and/or IHSS PA premises without prior authorization from COUNTY's Chief Information Officer or her designee.
- D. CONTRACTOR may not store COUNTY's and/or IHSS PA's private confidential or sensitive data on any hard disk drive.

E. CONTRACTOR is responsible to employ strict controls to insure the integrity and security of COUNTY's and/or IHSS PA's confidential information and to prevent unauthorized access to data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY and/or IHSS PA data internally and externally.

- F. Confidential client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.
- G. CONTRACTOR is responsible to immediately notify COUNTY and IHSS PA of any breaches or potential breaches of security related to COUNTY's or IHSS PA's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY and/or IHSS PA data internally or externally.
- H. In the event of a breach of security related to COUNTY's and/or IHSS PA's confidential client information provided to CONTRACTOR, COUNTY and/or IHSS PA will manage the response to the incident, however, CONTRACTOR will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY and/or IHSS PA in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

#### 19. PUBLIC AUTHORITY SEPARATE ENTITY

IHSS PA is an independent legal entity, separate and apart from the County of Fresno.

IHSS PA has no power to bind the County to any contractual or legal obligations. Nor may the obligees of IHSS PA seek recourse against the County of Fresno for any financial or legal obligations of the IHSS PA.

#### 20. CONFLICT OF INTEREST

No officer, agent, or employee of COUNTY or IHSS PA who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of COUNTY or

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IHSS PA shall be employed by CONTRACTOR to fulfill any contractual obligations with COUNTY or IHSS PA. CONTRACTOR shall also comply with all Federal, State of California and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of COUNTY or IHSS PA.

#### 21. POLITICAL ACTIVITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.

#### 22. LOBBYING ACTIVITY

None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.

#### 23. FRATERNIZATION

CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR staff and clients. Such procedures will include provisions for informing CONTRACTOR staff and clients regarding fraternization guidelines.

#### 24. <u>INTERPRETATION OF LAWS AND REGULATIONS</u>

COUNTY and IHSS PA reserve the right to make final interpretations or clarifications on issues relating to Federal and State laws and regulations, to ensure compliance.

#### 25. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

CONTRACTOR, COUNTY and IHSS PA, its officers, consultants, subcontractors, agents and employees shall comply with all applicable State, Federal and local laws and regulations governing projects that utilize Federal Funds.

#### 26. PERSONNEL DISCLOSURE

CONTRACTOR, upon request, shall make available to COUNTY and IHSS PA a current list of all personnel providing services hereunder. Changes to this list will be immediately provided to COUNTY and IHSS PA in writing. The list shall provide the following information:

A. All full or part-time staff positions by title whose direct services are required to

provide the programs described herein;

- B. A brief description of the functions of each such position and hours each person in such position works each week or, for part-time positions, each day or month, as appropriate;
  - C. The education and experience levels required for each position; and
  - D. The names of persons filling the identified positions.

#### 27. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of tickets / tables, silent auction donations, etc.) for self-promotion. Notwithstanding the above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by the Director or designee and at a cost as provided in Exhibit B for such items as written / printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

#### 28. SINGLE AUDIT CLAUSE

As a Contractor of Federal financial assistance, CONTRACTOR agrees to provide copies of their audit reports, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audits shall be delivered to COUNTY's DSS, for review not later than nine (9) months after the close of the CONTRACTOR'S fiscal year in which the funds supplied through this Agreement are expended and/or received for this program. The audits must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. Failure to comply with this Act may result in COUNTY or IHSS PA performing the necessary audit tasks, or, at COUNTY's or IHSS PA's option, contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agree to take corrective actions to eliminate any material noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY and/or IHSS PA under this paragraph shall be billed at COUNTY cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

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#### 29. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1) (1) (1) of the Social Security Act, (42 U.S.C § 1395x, Sub. (v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of these services provided by COTNRACTOR under this Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of their duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Secretary of the United Sates General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs and regulations.

#### 30. NON-DISCRIMINATION

During the performance of this Agreement CONTRACTOR, shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of ethnic group identification, gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious creed, pursuant to all applicable State of California and Federal statutes and regulations.

#### 31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CONTRACTOR, COUNTY, and IHSS PA with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

1	IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2	first hereinabove written.
3 4 5 6 7	COUNTY OF FRESNO  Aaron Hakerkon, Executive Vice President Sales and Marketing United Language Group  COUNTY OF FRESNO  Ernest Buddy Mendes Chairman of the Board of Supervisors of the County of Fresno
8 9 10 11	Bob Arnold, Vice President – Client Engagement United Language Group  ATTEST: Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California
13 14 15 16	By: Susa Cupt Deputy
17 18 19 20	FRESNO COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY  Ernest Buddy Mendes Chairman of the Board of Directors
22 23 24 25 26	FOR ACCOUNTING USE ONLY: Fund: 0001 Subclass: 10000 ORG: 5610 Account: 7295
27	

#### **Summary of Services**

ORGANIZATION: United Language Group

ADDRESS: 1600 Utica Avenue South

Minneapolis, MN 55416

CONTACT: Bob Arnold, Vice President-Client Engagement

(303) 949-0403 Bob.Arnold@ulgroup.com

SERVICES: Written Translation and Telephonic/Video Remote

Interpretation

CONTRACT PERIOD July 1, 2020 - June 30, 2021 \$747,969 and NOT TO EXCEED July 1, 2021 - June 30, 2022 \$747,969 AMOUNTS: July 1, 2022 - June 30, 2023 \$747,969 July 1, 2023 - June 30, 2024 \$747,969 July 1, 2024 - June 30, 2025 \$747,969

#### **CONTRACTOR REQUIREMENTS**

#### Written Translation Services:

- UNITED LANGUAGE GROUP (hereinafter "CONTRACTOR") will provide written translation services for the Fresno County In-Home Supportive Services Public Authority (hereinafter "IHSS PA")and the COUNTY OF FRESNO, Departments of Social Services, Public Health, Behavioral Health, Probation, Public Works and Planning, Agriculture and the County Clerk/Registrar of Voters, (hereinafter "COUNTY").
- 2. CONTRACTOR will provide written translation services from CONTRACTOR's place of business during normal business days and hours, Monday-Friday from 7:30 am PST to 5:00 pm PST, and if needed, during non-business days and hours.
- 3. CONTRACTOR will provide written translation services for all languages listed herein.
- 4. CONTRACTOR will translate documents from English into target languages and from source languages into English.

- 5. CONTRACTOR will ensure all translations are completed by a qualified translator, and will ensure all documents are edited, proofread and vetted for accuracy, consistency, and localization.
- 6. All written translations will be completed within three (3) business days unless an alternate timeframe is mutually agreed upon by CONTRACTOR and COUNTY or CONTRACTOR and IHSS PA.
- 7. CONTRACTOR will facilitate same-day translation services in emergent situations, such as emergencies involving children, families, older adults or disabled persons, or natural disasters. These and other unforeseen circumstances may require translations completed within four (4) hours or a mutually agreed upon same-day deadline.
- 8. Documents in need of translation will be provided as electronic files submitted through CONTRACTOR's online portal. CONTRACTOR will maintain 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. CONTRACTOR will correct, at no additional charge, all translation errors or misinterpretations identified by COUNTY or IHSS PA within three (3) month timeframe from the document translation completion date, using the same turnaround time as the initial request. CONTRACTOR will also provide, upon request, proofreading services for translated documents currently in use by COUNTY or IHSS PA.
- 9. CONTRACTOR will 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, CONTRACTOR agrees to provide a replacement copy at no cost to COUNTY or IHSS PA for the period of three (3) months from the document translation completion date. 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.
- 10. 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; and any additional work that was necessary to fulfill the request.
- 11. CONTRACTOR will ensure 95% of translated documents are error free and require no revision by COUNTY or IHSS PA.
- 12. CONTRACTOR will ensure 100% of translated documents are completed within the mutually agreed-upon deadline.

#### Telephonic/Video Remote Interpretation Services:

- 1. CONTRACTOR will provide telephonic/video remote interpretation services for the IHSS PA and the COUNTY.
- 2. CONTRACTOR will provide telephonic/video remote interpretation services from CONTRACTOR's place of business during normal business days and hours, Monday-Friday from 7:30 am PST to 5:00 pm PST, and if needed, during non-business days and hours.
- CONTRACTOR will furnish all labor, materials, equipment, and services necessary to administer dedicated toll-free telephone lines and video remote access capable of handling numerous simultaneous calls for interpretation services.
- 4. Over-the-Phone-Interpretation (OPI): CONTRACTOR will answer all OPI incoming calls on dedicated toll-free lines within thirty (30) seconds. CONTRACTOR will connect caller to the appropriate language interpreter within sixty (60) seconds.
- 5. Video-Remote Interpretation (VRI): CONTRACTOR will answer all VRI incoming calls on dedicated toll-free lines within thirty (30) seconds. CONTRACTOR will connect caller to the appropriate language interpreter within ninety (90) seconds.
- 6. CONTRACTOR will provide telephonic/video remote interpretation services for all languages listed herein.
- 7. CONTRACTOR's monthly invoices will include the following information for each completed telephonic/video remote interpretation: language interpreted; assigned interpreter; COUNTY or IHSS PA staff member; call connection time; call end time; and duration of telephonic interpretation time.
- CONTRACTOR will ensure 95% accuracy on all interpretations. Accuracy rate will be evaluated
  monthly, at a minimum. CONTRACTOR will utilize its internal quality control procedures and
  Service Alerts to collect and report monthly accuracy data as part of their monthly invoicing
  process.
- 9. CONTRACTOR will ensure 95% of all OPI incoming calls are answered within thirty (30) seconds and 90% connected to the appropriate language interpreter within sixty (60) seconds. Answer and connection rate will be evaluated monthly, at a minimum. CONTRACTOR will collect and report monthly answer and connection data as part of their monthly invoicing process.
- 10. CONTRACTOR will ensure 90% of all VRI incoming calls are answered within thirty (30) seconds and connected to the appropriate language interpreter within ninety (90) seconds. Answer rate

- will be evaluated monthly, at a minimum. CONTRACTOR will collect and report monthly connection data as part of their monthly invoicing process.
- 11. 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.
- 12. CONTRACTOR will participate in contract monitoring meetings on a quarterly basis, at a minimum, with COUNTY 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.



# Your vision, translated - for any market, anywhere in the world. ULG translates text in over 125 global languages.

<del></del>	Afrikaans	26.	26. Dinka	51.	Hiligaynon	76.	Malagasy	101. Somali
2.	Albanian	27.	Dutch	52.	Hmong	77.	Malay	102. Spanish-Europe
რ	Amharic	28.	Dutch-Belgium	53.	Hindi	78.	Malayalam	103. Spanish-Lat.Am
4	Arabic	29.	English-UK	54.	Hungarian	79.	Maltese	104. Spanish-Universal
5.	Armenian	30.	Estonian	55.	Icelandic	80.	Marathi	105. Spanish-US
9	Aymara	31.	Farsi	56.	lgbo	81.	Maori	106. Swahili
7.	Azerbaijani	32.	Fijian	57.	llokano	82.	Moldavian	107. Swedish
œ̈	Azeri	33.	Filipino	58.	Indonesian	83.	Nepali	108. Syriac
<u>o</u>	Basque	34.	Finnish	59.	Irish	84.	Norwegian	109. Tagalog
10.		35.	Flemish	.09	Italian	85.	Oromo	110. Tajiki
Ξ.		36.	French	61.	Japanese	86.	Pashto	111. Tamil
12.		37.		62.	Kannada	87.	Persian-Farsi	112. Thai
13.		38.	French-Canadian	63.	Kazakh	88.	Polish	113. Telugu
14.	Burmese	39.	French-Switzerland	64.	Khmer	89.	Portuguese-Brazil	114. Tibetan
15.	Catalan	40.	Gaelic	65.	Kirghyz	90.		115. Tigrinya
16.	Creole	41.		.99	Korean	91.	Punjabi	116. Tongan
17.	Cebuano	42.	Georgian	.29	Kurdish	92.	Quechua	117. Turkish
18.	Chavacano	43.	German	.89	Lan Nang	93.	Romanian	118. Ukrainian
19.	Chinese-Simplifed	44.	German-Austria	.69	Lao	94.	Russian	119. Urdu
20.	Chinese-Traditional	45.	German-Switzerland	70.	Latin	95.	Samoan	120. Uzbek
21.	Croatian	46.	Greek	71.	Latvian	.96	Serbian	121. Vietnamese
22.	Czech	47.	Gujarati	72.	Lithuanian	97.	Sesotho	122. Welsh
23.	Danish	48.	Haitian	73.	Luxembourgish	98.	Sinhalese	123. Xhosa
24.	Dari	49.	Hausa	74.	Macedonian	.66	Slovak	124. Yoruba
25.	Dhivehi	20.	Hebrew	75.	Maharashtri	100.	100. Slovenian	125. Zulu



## Communicate clearly with anyone, anywhere. ULG offers interpretation services in over 200 global languages.

<del>-</del>	Acholi	29.	Cebuano	58.	Ga	87.	Jola	116. Luo	145. Pashto	174. Thai
2.	Afrikaans	30.	Chaldean	59.	Galician	88.	Kachi	117. Luxembourgeois	146. Patois	175. Tibetan
ю	Akan	31.		.09	Georgian 8	89.	Kanjobal	118. Maay Maay	147. Polish	176. Tigrinya
4	Akateko	32.	Chimwiini	61.	German	90.	Kannada	119. Macedonian	148. Portuguese	177. Toishanese
5.	Aklanon	33.		62.	Gorani	91.	Karen	120. Maharathi	149. Punjabi	178. Tonga
9.	Albanian	34.	Chiu Chow	63.	Greek	92.	Karon	121. Malay	150. Romanian	179. Tongan
7	American Sign	35.	Chuukese	64.	Guarani	93.	Kashmiri	122. Malayalam	151. Romansch	180. Tosk
	Language	36.	Croatian	65.	Guizhou	94.	Kayah	123. Maltese	152. Russian	181. Turkish
	Amharic	37.	Czech	.99		95.	Kazakh	124. Mam	153. Samoan	182. Twi
6	Arabic	38.	Danish	67.	Haitian Creole	96. ∤	Kinyarwanda	125. Mandarin	154. Serahule	183. Ukrainian
10.	Aramaic	39.		.89	Hakha	97. k	Kirghiz	126. Mandingo	155. Serbian	184. Urdu
Ë	Armenian	40.		.69	Hakka	98. k	Kiribati	127. Maninka	156. Shanghainese	185. Uyghur
12.	Assyrian	41.	Duala	70.	Harari	99. k	99. Kirundi	128. Marathi	157. Sichuan	186. Uzbek
13.		42.	Dutch	71.	Hausa 1	100. k	100. Kizigua	129. Marshallese	158. Sierra Leone Creole	187. Vietnamese
	Bambara	43.	Estonian	72.	Hebrew 1	101. k	101. Kikuyu	130. Mien	159. Sindhi	188. Visayan
	Bantu	44.	Ewe	73.	Hindi 1	102. k	102. Korean	131. Mina	160. Sinhalese	189. Waray
	Basque	45.	Falam	74.	Hindko 1	103. Krahn	rahn	132. Mixteco	161. Slovak	190. West African Creole
	Behdini	46.	Fanti	75.	Hmong 1	104. Krio	rio	133. Moldavian	162. Somali	191. Wolof
18.	Belarusian	47.	Farsi	76.		105. k	105. Kunama	134. Mongolian	163. Sorani	192. Xhosa
19.	Bengali	48.	Fiji	77.	Huizhou 1	106. k	106. Kurdish	135. Montenegrin	164. Spanish	193. Yapese
20.	Berber	49.	Hindi	78.	Hunanese 1	107. K	107. Kurmanji	136. Mortlockese	165. Susu	194. Yemen
21.	Bosnian	50.	Finnish	79.	Hungarian 1	108. K	108. Kwawu	137. Navajo	166. Swahili	195. Yiddish
22.	Bravanese	51.	Flemish	80.	lbo 1	109. Lahu	ahu	138. Neopolitan	167. Swedish	196. Yoruba
23.	Bulgarian	52.	Foochow	81.	Icelandic 1	110. L	110. Laotian	139. Nepali	168. Tagalog	197. Yunnan
24.	Burmese	53.	French	82.	llocano 1	111. L	111. Latvian	140. Nigerian Pidgin	169. Taiwanese	198. Yupik
25.	Cambodian	54.	French Creole	83.	Indonesian 1	112. L	112. Liberian	141. Norwegian	170. Tajik	199. Zulu
26.	Cantonese	55.	Fukienese	84.	Italian 1	113. L	113. Lingala	142. Nuer	171. Tamil	200. Zvahe
	Cape Verdean	56.	Fulani	85.	Japanese 1	114. L	114. Lithuanian	0	172. Telegu	
28.	Catalan	57.	Fulfulde	. 98	Javanese 1	115. L	115. Luganda	inan	173. Temne	

#### **ULG Rate Sheet**

#### Translation Services<sup>1</sup>

<b>USD</b> Price Per Word		TRANS	LATION	
ENGLISH:	RATE PER WORD OR	4-8 HOUR RUSH	24 HOUR RUSH	INVERSE
INTO LANGUAGE	ASIAN CHARACTER	CHARGE	CHARGE	TRANSLATION RATE
Armenian	0.17	0.26	0.21	0.21
Cambodian	0.14	0.21	0.18	0.18
Hmong	0.25	0.38	0.31	0.29
Lao	0.22	0.33	0.28	0.26
Punjabi	0.16	0.24	0.20	0.20
Spanish	0.12	0.18	0.15	0.16
Vietnamese	0.13	0.20	0.16	0.17
Cantonese	0.13	0.20	0.16	0.17
Mandarin	0.13	0.20	0.16	0.17
Russian	0.12	0.18	0.15	0.16
Tagalog	0.16	0.24	0.20	0.20
Albanian	0.16	0.24	0.20	0.20
Amharic	0.23	0.35	0.29	0.27
Arabic	0.13	0.20	0.16	0.17
Bengali	0.23	0.35	0.29	0.27
Burmese	0.19	0.29	0.24	0.23
Creole	0.23	0.35	0.29	0.27
Dari	0.19	0.29	0.24	0.23
Falam	0.22	0.33	0.28	0.26
Farsi	0.18	0.27	0.23	0.22
French	0.17	0.26	0.21	0.21
Fulani	0.23	0.35	0.29	0.27
Georgian	0.18	0.27	0.23	0.22
Haitian	0.19	0.29	0.24	0.23
Indonesian	0.15	0.23	0.19	0.19
K'iche	0.19	0.29	0.24	0.23
Kabyle	0.23	0.35	0.29	0.27
Kaqchikel	0.18	0.27	0.23	0.22
Karen (both dialects)	0.25	0.38	0.31	0.29
Khmer	0.14	0.21	0.18	0.18
Malayalam	0.13	0.20	0.16	0.17
Mam	0.18	0.27	0.23	0.22
Mandingo	0.23	0.35	0.29	0.27
Nepali	0.15	0.23	0.19	0.19
Pashto	0.23	0.35	0.29	0.27
Portuguese	0.13	0.20	0.16	0.17
Q'eqchi'	0.18	0.27	0.23	0.22
Soninke	0.24	0.36	0.30	0.28
Swahili	0.20	0.30	0.25	0.24
Tajik	0.23	0.35	0.29	0.27

<sup>&</sup>lt;sup>1</sup> ULG Supports 125 Languages for Translation, additional pricing available upon request.

<b>USD</b> Price Per Word		TRANS	LATION	
ENGLISH: INTO LANGUAGE	RATE PER WORD OR ASIAN CHARACTER	4-8 HOUR RUSH CHARGE	24 HOUR RUSH CHARGE	INVERSE TRANSLATION RATE
Tedim	0.23	0.35	0.29	0.27
Tigrinya	0.19	0.29	0.24	0.23
Ukrainian	0.13	0.20	0.16	0.17
Urdu	0.19	0.29	0.24	0.23
Uzbek	0.21	0.32	0.26	0.25

<b>USD</b> Price Per Hour		PROOFREAD	ING/EDITING	
LANGUAGES	rate Per hour	4-8 HOUR RUSH CHARGE	24 HOUR RUSH CHARGE	INVERSE TRANSLATION RATE
All Languages	50.00	75.00	65.00	50.00

<b>USD</b> Price Per Hour		OTHER S	ERVICES		
LANGUAGES	SERVICE	RATE PER HOUR	4-8 HOUR RUSH CHARGE	24 HOUR RUSH CHARGE	INVERSE TRANSLA- TION RATE
	Desktop Publishing	50.00	75.00	65.00	50.00
All Languages	Quality Control	50.00	75.00	65.00	50.00
	Project Management <sup>2</sup>		5'	%	

#### Interpretation Services<sup>3</sup>

OVER-THE -PHONE-INTERPRETATION (OPI)	<b>USD</b> Price Per Minute
LANGUAGE: ENGLISH INTO	MINUTE
Spanish	0.57
AOL <sup>4</sup>	0.67
Flat Rate (All Languages)	0.62
Flat Rate (All Languages) <sup>5</sup>	0.60

VIDEO-REMOTE-INTERPRETATION (VRI)	<b>USD</b> Price Per Minute
LANGUAGE: ENGLISH INTO	MINUTE
Spanish	1.29
AOL <sup>4</sup>	1.57
ASL	1.99

<sup>&</sup>lt;sup>2</sup> Applied to projects as a percentage of the overall project cost.

<sup>&</sup>lt;sup>3</sup> ULG Supports over 200 Languages for Interpretation, additional pricing and languages available upon request.

<sup>&</sup>lt;sup>4</sup> AOL = All Other Languages.

<sup>&</sup>lt;sup>5</sup> If the County of Fresno can guarantee a Spanish volume of 65% or above, the rate would drop to \$0.60.

## COUNTY and IHSS PA BUDGET AMOUNTS - Written Translation Services Contract Term: July 1, 2020 through June 30, 2025 Total Not to Exceed Amount Per 12-Month Term: \$747,969

Department of Social Services

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	Organization	Federal/State	Social Service	Grants	lates for a d	Nat Carrie Carl	<b>-</b>
L	Number	Revenues	Realignment	Grants	Intrafund	Net County Cost	Total
	56107001	\$95,150	\$10,657	\$0	\$0	\$193	\$106,000

11	HSS	Pii	blic	Autl	nority

Organization Number	Federal/State Revenues	Social Service Realignment	Grants	Intrafund	Net County Cost	Total
56117001	\$1,336	\$164	\$0	\$0	\$0	\$1,500

#### **Department of Behavioral Health**

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	MHSA State Funds	Total
56302011	\$ -	\$ 6,805	\$ -	\$ -	\$ -	\$ 6,805
56302200	-	299	-	-	-	299
56302230	-	56	-	-	-	56
56302666	1,420	-	-	-	-	1,420
56302999	1	62	-	-	-	62
56304792	•	-	-	-	646	646
56302081	-	-	7,829	-	-	7,829
56302080	-	-	51	-	-	51
56304710	_	-	-	-	332	332
Total	\$ 1,420	\$ 7,222	\$ 7,880	\$ -	\$ 978	\$ 17,500

#### **Department of Public Health**

Organization Number	Federal/State Revenues	Health	Grants	Intrafund	Fees	Total
562		Realignment \$1,000	\$	\$	\$	\$2,500

#### Department of Public Works and Planning

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	Fees	Total
9140	\$	\$	\$	\$2,000	\$	\$2,000
9015	\$	\$	\$	\$1,000	\$	\$1,000
Total	\$	\$	\$	\$	\$	\$3,000

#### **Probation Department**

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	Net County Cost	Total
3430	\$	\$	\$	\$	\$400	\$400

#### County Clerk/Registrar of Voters

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	Net County Cost	Total
28500100	\$	\$	\$	\$	\$5,000	\$5,000

#### Department of Agriculture

Organization Number	Managed Care	Mental Health Realignment	Grants	Intrafund	Net County Cost	Total
40101014	\$2,500	\$0	\$0	\$0	\$0	\$2,500

#### COUNTY and IHSS PA BUDGET AMOUNTS - Telephonic/Video Remote Interpretation Services Contract Term: July 1, 2020 through June 30, 2025 Total Not to Exceed Amount Per 12-Month Term: \$747,969

Department	of Socia	l Services
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Organization Number	Federal/State Revenues	Social Service Realignment	Grants	Intrafund	Net County Cost	Total
56107001	\$462,435	\$71,805	\$0	\$0	\$4,029	\$538,269

#### **IHSS Public Authority**

Organization Number	Federal/State Revenues	Social Service Realignment	Grants	Intrafund	Net County Cost	Total
5611			\$0	\$0	\$0	\$1,800

#### **Department of Behavioral Health**

Organization Number	Managed Care	Mental Health	Grants	Intrafund	MHSA State Funds	Total
	<u>,</u>	Realignment				
56300010	\$ -	\$ -	\$ -	\$ 80	\$ -	\$ 80
56302010		4,047	-	-	-	4,047
56302011	-	2,163	-	-	-	2,163
56302100	-	30	~	-	-	30
56302110	-	18	-	-	-	18
56302111	-	109	_	-	-	109
56302156	-	14	-	-	-	14
56302200	-	20	-	-	-	20
56302230	-	3,071	-	-	_	3,071
56302246	-	882	-			882
56302666	435	-	-	-	-	435
56302820	-	275		-	-	275
56302830	-	40	-	-	-	40
56302920	-	894	-	-	**	894
56302999	_	227	-	-	-	227
56304311				-	89	89
56304312	_	-	<del>-</del>	-	68	
56304315	_		-	-		68
56304316					2,733	2,733
56304622	-	_		-	859	859
56302240			-	-	620	620
	-	693	-	-	_	693
56304761				-	135	135
Total	\$ 435	\$ 12,482	\$ -	\$ 80	\$ 4,503	\$ 17,500

#### **Department of Public Health**

Organization Number	Federal/State Revenues	Health Realignment	Grants	Intrafund	Fees	Total
5620	\$40,000	\$4,500	\$0	\$0	\$0	\$44,500

County Clerk/Registrar of Voters

Organization Number	Federal/State Revenues	Health Realignment	Grants	Intrafund	Net County Cost	Total
28500100	\$0	\$0	\$0	\$0	\$5,000	\$5,000

**Department of Agriculture** 

Organization Number	Federal/State Revenues	Health Realignment	Grants	Intrafund	Net County Cost	Total
40101014	\$2,500	\$0	\$0	\$0	\$0	\$2,500

#### **United Language Group – Invoicing**

#### **County Department**

Department of Social Services

**IHSS Public Authority** 

Department of Behavioral Health

Department of Public Health

Department of Public Works & Planning

**Probation Department** 

County Clerk/Registrar of Voters

Department of Agriculture

#### **E-mail Address**

DSSInvoices@fresnocountyca.gov

DSSInvoices@fresnocountyca.gov

DBH-Invoices@fresnocountyca.gov

dphboap@fresnocountyca.gov

PWPBusinessOffice@fresnocountyca.gov

ProbationInvoices@fresnocountyca.gov

Countyclerkfinance@fresnocountyca.gov

agpurchasing@fresnocountyca.gov

#### SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:	
Name:	Date:
Job Title:	
(2) Company/Agency Name and Address:	
(3) Disclosure (Please describe the nature of the self-des	aling transaction you are a nath/to)
grand and the second state of the second	aing transaction you are a party (0):
(4) Explain why this self-dealing transaction is consistent	t with the requirements of Corporations Code 5233 (a):
(5) Authorized Signature	
Signature:	Date: