

STANDARD AGREEMENT

STD 213 (Rev 6/21/06)

AGREEMENT NUMBER 6040-2017
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
California Governor's Office of Emergency Services
 CONTRACTOR'S NAME
CyraCom International, Inc. DBA Voiance Language Services, LLC
- The term of this Agreement is: **February 1, 2018 or upon DGS approval, whichever is later, through January 31, 2021**
- The maximum amount of this Agreement is: **\$5,000,000.00**
Five Million Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits that by this reference made a part of the Agreement.

FULLY EXECUTED

Exhibit A – Statement of Work	11 pages
Exhibit A1 – Foreign Language Interpretation Statistics	3 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B-1 – Cost Worksheet	1 page
Exhibit C – General Terms and Conditions (GTC 04/2017)*	1 page
Exhibit D – Special Terms and Conditions	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

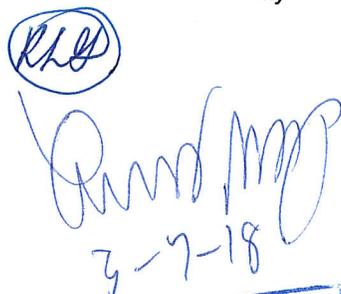
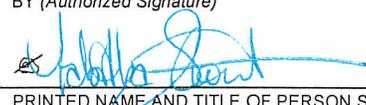
CONTRACTOR		California Department of General Services Use Only   <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) CyraCom International, Inc. DBA Voiance Language Services, LLC		
BY (Authorized Signature) 	DATE SIGNED(Do not type) 1/12/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly Leeper, AVP, Finance		
ADDRESS 5780 N. Swan Road Tucson, AZ 85718		
STATE OF CALIFORNIA		
AGENCY NAME California Governor's Office of Emergency Services		
BY (Authorized Signature) 	DATE SIGNED(Do not type) 1-31-18	
PRINTED NAME AND TITLE OF PERSON SIGNING Tabitha Stout, Assistant Director of Administrative Services		
ADDRESS 3650 Schriever Avenue Mather, CA 95655		

EXHIBIT A
STATEMENT OF WORK (SOW)

9-1-1 FOREIGN LANGUAGE INTERPRETATION SERVICES

1. OBJECTIVE

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES", is seeking a Contractor to provide Foreign Language Emergency Interpretation Services to be offered for the exclusive use of all of California's (CA) "Public Safety Answering Points" (PSAP's) participating in Cal OES's 9-1-1 Emergency Telephone System Program. Under this contract, Cal OES intends to establish a single source for Foreign Language Emergency Interpretation Services.

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be February 1, 2018, or upon approval, whichever is later, through January 31, 2021, with the option to extend for two additional 12 month terms at the original rates evaluated and considered.
- B. The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the Cal OES and the Contractor may execute written amendments.

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed **\$5,000,000.00** and there is no obligation on the Cal OES's part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein.

4. PROJECT TASKS AND DELIVERABLES

A. Equipment and Facility

- 1) The Contractor shall have all necessary equipment to provide Foreign Language Emergency Interpretation Services.
- 2) The Contractor shall have telephone terminal equipment that has visual and audible signaling for incoming calls. Telephone terminal equipment will also have expansion capabilities to add additional lines, as needed.
- 3) The Contractor's telephone terminal equipment shall be capable of collecting the detailed call traffic information needed to produce the reports required by this Contract.

B. Disaster Response

- 1) The Contractor shall maintain a plan to restore language interpretation services in the event of a disaster. The disaster response plan shall include various points of failure and multiple restoration contingencies.

- 2) The Contractor shall maintain a mitigation plan in response to cyber-attacks upon the Contractor or a sub-contractor that would affect the services bid upon.
- 3) The Contractor shall provide a high speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or e-mail to over 500 contacts/locations prior to, during and after a crisis or emergency, 24 hours per day, 7 days a week, 365 days per year.

C. Meetings and Conferences

- 1) The Contractor shall be required to provide training and/or participate in quarterly county coordinator meetings or quarterly or annual conferences, as requested by Cal OES, to discuss the services provided by the Contractor and answer questions from Cal OES and/or PSAP staff. Participation in meetings will be at the Contractor's expense.

D. Foreign Language Emergency Interpretation Service

- 1) The Contractor will provide accurate and timely foreign language emergency interpretation services for Cal OES and local government PSAP's call takers who receive emergency calls on 9-1-1 and other designated emergency telephone lines from emergency callers who speak a language other than English.
- 2) PSAP call taker will initiate a "3-way" conference call with the Contractor's Foreign Language Emergency Interpretation Services.
- 3) The Contractor shall determine the emergency caller's spoken language and connect the emergency call with the appropriate interpreter.
- 4) PSAP call taker will retain control of the conversation and prompt the interpreter with questions. The interpreter will interpret and respond with the emergency caller's answer and comments. The PSAP call taker will decide when the interpreter and emergency caller may disconnect.

E. Interpreter Operational Requirements

At a minimum the interpreter will:

- 1) Remain neutral in the interpretation unless prompted by the PSAP call taker with additional instructions.
- 2) Use the utmost courtesy when conversing with the emergency caller and the PSAP call taker.
- 3) Respect cultural difference of the emergency caller and the PSAP call taker.
- 4) Offer additional information to the PSAP call taker, but will graciously accept the PSAP call taker's refusal to accept additional information.
- 5) Refrain from entering into a disagreement with the PSAP call taker or the emergency caller.
- 6) Report irregular emergency interpretation calls to his/her supervisor (i.e., an irregular language interpretation call would be a PSAP call taker hanging up and leaving the emergency caller and the interpreter on an active call. The supervisor will refer irregular language interpretation calls to Customer Service for referral.).

- 7) Be trained thoroughly to provide 9-1-1 emergency interpretation services and be prepared to efficiently transfer calls quickly and have a thorough understanding of the techniques that facilitate the transfer of information from one foreign language to another.
- 8) Interpret accurately and precisely the message that is relayed in its entirety with the meaning preserved throughout the conversation. Information cannot be edited or deleted which erroneously changes the meaning of the interpretation or intent of the emergency caller.
- 9) Not make assumptions on behalf of the incident or emergency caller. (i.e., an emergency caller who has a speech impediment – the interpreter would not say, "He/She is drunk," but rather, "He/She is slurring his/her words).
- 10) Must remain professional, tactful, cool, calm, and collected throughout the duration of the interpretation services call.
- 11) Not discuss any personal information about the conversation including the name(s) of the emergency caller, address, or any other information that is revealed during the conversation/incident.
- 12) In the event the emergency caller is prematurely disconnected, the interpreter shall be able to reconnect with the emergency caller while the PSAP Call Taker remains on the line. The PSAP call taker shall provide the Emergency Caller's call back number to the interpreter.

F. Speed of Answer

- 1) On average, the Contractor shall answer at least 98% of all incoming emergency calls within 10 seconds of the call starting to ring at the Contractor's facility.

G. Interpretation Start

- 1) On average, the Contractor shall begin language interpretation on at least 95% of all emergency calls for Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian within 60 seconds after the required language has been identified.
- 2) All other languages shall begin language interpretation on at least 95% of all emergency calls within 120 seconds.
- 3) Once interpretation begins, the emergency call cannot be placed on hold nor put into a queue of any kind.

H. Maximum Time until Interpretation Start Penalty

- 1) In the event interpretation service for Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian does not begin within 60 seconds of the emergency caller's language being identified, Cal OES shall not be charged for any interpretation services provided for the duration of the call.

- 2) Interpretation service for all other languages that does not begin within 120 seconds of the emergency caller's language being identified are subject to the same penalty as Cal OES in Attachment 1 as shown above in Section 4, H,1).

I. No Interpreter Available Penalty

- 1) The Contractor will for each event provide an interpretation service request for any non-English languages results in a customer being told "no interpreter is available or foreign language is not available, the Contractor shall be subject to a self-assessed penalty equal to the cost of the customer's average interpreter call for that month in which the "no interpreter available" or foreign language event occurs. These penalties shall be assessed monthly and shall be itemized and deducted from the appropriate monthly invoice total. An audit of the Contractor's monthly invoice shall be done at the discretion of Cal OES.

Example: Penalty (deducted from applicable monthly* invoice) = Cost of PSAP's average interpreter call for the month* x number of "event" occurrences.

J. Toll-Free Telephone Number for Interpreter Services

- 1) The Contractor shall provide a toll-free telephone number that provides access to interpreter services from anywhere in the State of California, 24-hours a day, seven (7) days per week, 365 days per year.

K. Hours of Operations for Interpreter Services

- 1) The Contractor shall provide foreign language emergency interpretation services as identified in these specifications, 24-hours a day, seven (7) days per week, and 365 days per year. Interpreter Services shall only be handled by a live Interpreter Customer Service Representative qualified to interpret emergency interpretation.

L. Foreign Language Emergency Interpretation Usage

- 1) The number of languages, calls, and duration may vary during the contract period. Attachment 1, Exhibit A-1 Foreign Language Emergency Interpretation Statistics have been included in the Contract to reflect usage for the 2015 Calendar Year. The statistics include the languages, number of minutes, number of emergency calls, average length of call (in minutes), percentage of total number of languages, and average interpreter start or connect time. In 2015 foreign language emergency interpretation services were provided in 109 languages.
- 2) During the course of the Contract, the Contractor shall provide any additional languages not listed on Exhibit A-1, Foreign Language Emergency Interpretation Statistics that may be required. Any additional languages shall be provided at the contracted rate bid in this IFB. The contract value shall be based upon actual usage and Cal OES cannot guarantee any specific amounts or be held responsible for any increase or reduction in usage. At a minimum, Contractor shall provide interpretation services for the 109 languages listed in Exhibit A-1, Foreign Language Emergency Interpretation Statistics.

M. Web-site Portals

- 1) The Contractor shall provide web site portals that shall be used by Cal OES and PSAP representatives to access information related to this Contract. The web-site portals shall be accessible using the latest versions of industry standard browsers. The Contractor shall issue and manage User ID's that shall be assigned and correspond to viewable information identified by Cal

OES. Cal OES shall meet with the Contractor within 30 days after Contract award to identify management of the user ID's and accessible information.

- 2) The web site information shall include:
 - a. The Contractor's Foreign Language Emergency Interpretation toll-free number.
 - b. The Contractor's Customer Service toll-free number.
 - c. PSAP access to their respective PSAP Account for services and call data reports.
 - d. Cal OES access to Statewide PSAP and individual PSAP services and call data reports.
 - e. Valid Link to Cal OES web-site.

N. Contractor's Customer Service Response Criteria

- 1) The Contractor shall provide prompt, professional customer service to all PSAPs between the hours of 7:00am and 6:00pm Pacific Time (PT), Monday through Friday, excluding all Federal and Cal OES holidays. After hours and on federal and Cal OES holidays, a contact telephone number must be made available to the PSAPs for urgent or emergency customer service support matters. Cal OES holidays are listed below in the following link:
<http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>
- 2) The Contractor shall respond to customer service questions and concerns, and those service questions and concerns will be handled as expeditiously as possible and according to the following criteria:
 - a. General questions of concern: Written response to a Customer or a PSAPs questions is due within 15 working days from initial contact. If an answer is incomplete at response due time, then the response shall be an update of steps taken thus far to answer the customer's question and an estimated completion date. If response is not provided within 15 days, the Contractor must provide an administrative contact to escalate the request.
 - b. Request for material: An order for material and/or other handouts developed during the term of this Contract shall be mailed within two (2) working days from receipt of the request.
 - c. All other requests: Timeframe requirements for all other requests shall be negotiated individually when the request is made.
- 3) Additional materials and services required by Cal OES shall be provided at no additional charge to Cal OES.
- 4) The Contractor shall develop and deploy a method to monitor and assess the ongoing quality of the interpretation services provided under the terms of this Contract. The method shall be designed so as to continually improve the accuracy and effectiveness of language interpretations and emergency call handling and to identify and address any need for review and training of the service. Upon request, the contractor must provide this information to the CA 9-1-1 Division.

5. CONTRACTOR REPORTING REQUIREMENTS

Each report template shall be subject to Cal OES approval of report layout, content detail and formatting. The Contractor shall implement modifications to the reports during the term of the Contract at Cal OES's request at no additional cost.

Within 30 calendar days after Contract award, Cal OES and the Contractor shall meet to discuss the timelines and due dates for the delivery of the reports required in this section.

All Reports shall be provided on a calendar month basis and electronic copies shall be delivered in Excel file format by the tenth (10th) business day following the end of the reporting period month and posted to the web site Portal.

The following are the reports to be compiled and provided by the Contractor to the Contract Manager for the Contract term:

A. Monthly Data Report:

1) Monthly Data Report shall include:

- a. Number of calls
- b. Date of call
- c. Time of call occurrence
- d. Call duration
- e. Connection times
- f. On-hold duration
- g. In-queue duration
- h. Identify Language
- i. If language used was contracted or non-contracted
- j. Call traffic pattern details
- k. PSAP name

2) Monthly Data Report must be submitted to the Contract Manager, unless otherwise requested. Monthly reports that are PSAP specific shall be submitted directly to the respective PSAP manager.

B. Customer Service Report

1) Customer Support Report shall provide a monthly period of issues and resolutions of customer support issues. This report shall be submitted monthly to the Contract Manager, unless otherwise requested.

C. Quarterly Historical Report

- 1) Quarterly Historical Report shall depict the previous twelve (12) months of data provided in the Monthly Data and Customer Support Reports. This report shall be submitted quarterly to the Contract Manager, unless otherwise requested.

6. ACCEPTANCE OF SERVICES

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

- A. The Contractor is responsible for obtaining approval from the Cal OES Contract Manager before beginning any services.
- B. The Contractor shall meet all time-lines and deliverable due dates as described herein.
- C. It shall be the Cal OES' sole determination as to whether services have been successfully completed and are acceptable.
- D. The Contractor costs related to rework of unacceptable work products shall be costs of the Contractor, and shall not be billed to the Cal OES.

7. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall provide its own equipment and software necessary to perform the required duties.
- B. The Contractor shall designate a Contractor Primary Contact who has the authority to act on all aspects of the services provided under this contract.
- C. The Contractor shall notify Cal OES, in writing, of any changes in the personnel assigned to the tasks. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
- D. The Contractor shall comply with all regulatory requirements imposed by local, Cal OES, and Federal regulatory agencies for all foreign language emergency interpretation services provided throughout the term of the Contract. The Contractor shall work with Cal OES to implement any changes within six (6) months of the regulation effective date at no cost to Cal OES and no increase in rates. The Contractor shall make any changes necessary to provide foreign language interpretation services as industry requirements change.
- E. The Contractor Interpreter Services Ethics, Professional Conduct and Confidentiality statement shall be completed by the Contractor upon award to the selected bidder.
- F. The Contractor shall market their services to potential State and Local Governmental Agency customers. This marketing venture may include overview presentations at quarterly PSAP Manager Meetings and mass mailing of program information. The details shall be developed within 30 days after Contract award between the Cal OES and Contractor. The Contractor will cover costs and provide materials for such marketing initiatives and the Contractor understands that marketing at specific locations is required.

8. THE CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a Contract Manager to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person shall review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- B. Cal OES shall provide at least a minimum of ten (10) Cal OES business days for the timely review and approval of information and documentation provided by the Contractor to perform its obligations.
- C. Cal OES will provide to the Contractor, access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.
- D. Cal OES's Contract Manager shall distribute information to local agencies regarding the availability of Foreign Language Emergency Interpretation Services.
- E. Upon request, Cal OES's Contract Manager shall provide the Contractor with the most current County PSAP 9-1-1 Manager and related contact information.
- F. Cal OES's Contract Manager shall provide the Contractor with the link to the California 9-1-1 Operations Manual that can currently be found below:

<http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-operations-manual>

9. PERFORMANCE

The Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or the products produced by the Contractor fail to meet the Cal OES's conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- A. The Cal OES will notify the Contractor of such problems in writing within five (5) business days.
- B. The Contractor must respond to the Cal OES within (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Contractor plans to mitigate the issue.
 - i. Failure by the Contractor to respond to the Cal OES's initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, the Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.
- C. The Cal OES will, within five (5) business days after receipt of the Contractor's corrective action plan, notify the Contractor in writing whether it accepts or rejects the plan.
 - i. If the Cal OES rejects the corrective action plan, the Contractor will submit a revised plan within three (3) business days. Failure by the Contractor to respond to the Cal OES's notification may result in immediate termination of the Agreement.
- D. Upon receipt of the revised corrective action plan, the Cal OES will notify the Contractor in writing whether it accepts or rejects the revised plan within three (3) business days.

- i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.
- E. In the event of Agreement termination, the Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.

10. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the Cal OES's attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate Cal OES personnel. The Cal OES personnel notified and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

- First level: Lori Toy, Contract Manager
916-657-9183
lori.toy@caloes.ca.gov
- Second level: John Ferderer, Project Supervisor
916-657-9267
john.ferderer@caloes.ca.gov
- Third level: Budge Currier, 9-1-1 Branch Manager
(916) 657-9911
budge.currier@CalOES.ca.gov

11. TERMINATION OF AGREEMENT

The Cal OES reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. In the event of such termination, the Cal OES shall pay all amounts due the Contractor for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the Cal OES's notification to the Contractor.
- B. This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or the Cal OES's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
- C. The Contractor may submit a written request to terminate this Agreement only if the Cal OES should substantially fail to perform its responsibilities as provided herein.

12. SUBCONTRACTING PROVISIONS

- A. The Contractor will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its subcontractor affiliation, as applicable.
- B. The Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- C. Nothing contained in this Agreement shall create any contractual relationship between the Cal OES and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- D. If a subcontractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise, then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
- E. The Contractor's obligation to pay its subcontractors is an independent obligation from the Cal OES's obligation to make payments to the Contractor. As a result, the Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

14. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below.

For service related inquiries:

The California Governor's Office of Emergency Services		Cyracom International, Inc. DBA Voiance Language Services, LLC	
NAME:	Lori Toy Contract Manager	NAME:	Michael Bernard and Bill Martin
ADDRESS:	601 Sequoia Pacific Blvd. Sacramento, CA 95811-0231	ADDRESS:	5780 N. Swan Road Tucson, AZ 85718
PHONE:	916-657-9183	PHONE:	520-745-9447 ext. 1850 (Michael) 520-745-9447 ext. 1708 (Bill)
EMAIL:	lori.toy@caloes.ca.gov	EMAIL:	mbernard@voiance.com bmartin@voiance.com

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		Cyracom International, Inc. DBA Voiance Language Services, LLC	
NAME:	Saagar Patel	NAME:	Michael Bernard

ADDRESS:	3650 Schriever Avenue Mather, CA 95655	ADDRESS:	5780 N. Swan Road Tucson, AZ 85718
PHONE:	916-845-8180	PHONE:	520-745-9447 ext. 1850
EMAIL:	saagar.patel@caloes.ca.gov	EMAIL:	mbernard@voiance.com

EXHIBIT A-1
FOREIGN LANGUAGE INTERPRETATION STATISTICS

FROM January 1, 2015 THROUGH December 31, 2015

(2015 Statistics are the most recent available. An updated listing in the form of an Addendum or Amendment will be issued when available)

Language	Minutes	Calls	Avg Length		Avg Interp Connect Time
			of Call	% of Total	
SPANISH	1208694.1	229065	5.3	82.1%	12.0
MANDARIN	63624.1	8833	7.2	4.3%	26.5
VIETNAMESE	45471	7008	6.5	3.1%	26.0
CANTONESE	37733.1	6054	6.2	2.6%	23.8
KOREAN	34113.4	4572	7.5	2.3%	25.3
RUSSIAN	15611.2	2361	6.6	1.1%	20.6
FARSI	9342.8	1334	7.0	0.6%	29.3
ARABIC	9277.4	1221	7.6	0.6%	26.2
ARMENIAN	6590.4	1235	5.3	0.4%	24.3
PUNJABI	5351	778	6.9	0.4%	33.8
JAPANESE	4439.9	555	8.0	0.3%	38.4
TAGALOG	3934.3	666	5.9	0.3%	26.3
CAMBODIAN	2997.5	472	6.4	0.2%	34.9
PORTUGUESE	2449.2	305	8.0	0.2%	41.0
FRENCH	1997.5	274	7.3	0.1%	32.1
AMHARIC	1884.3	144	13.1	0.1%	25.3
HINDI	1791.2	267	6.7	0.1%	33.9
HMONG	1529.2	214	7.1	0.1%	34.2
LAOTIAN	1471.4	190	7.7	0.1%	31.7
THAI	1377	178	7.7	0.1%	26.3
ROMANIAN	975.5	103	9.5	0.1%	28.1
POLISH	824.9	76	10.9	0.1%	27.3
BENGALI	725.9	85	8.5	0.0%	37.3
SOMALI	637	119	5.4	0.0%	30.2
ITALIAN	631.2	107	5.9	0.0%	27.7
TOISHANESE	570.4	46	12.4	0.0%	33.4
MONGOLIAN	451.7	45	10.0	0.0%	19.5
BURMESE	449.6	63	7.1	0.0%	26.2
TIGRINYA	445.1	48	9.3	0.0%	36.5
GERMAN	419	64	6.5	0.0%	48.3
TURKISH	409.9	47	8.7	0.0%	29.7
HUNGARIAN	342.7	36	9.5	0.0%	27.2
URDU	329.9	37	8.9	0.0%	47.1
INDONESIAN	314.7	37	8.5	0.0%	51.5
TAMIL	308.1	29	10.6	0.0%	29.1
SLOVAK	289.6	23	12.6	0.0%	88.1
NEPALI	279	48	5.8	0.0%	16.7
MIEN	264.6	36	7.4	0.0%	64.7
HEBREW	262.6	30	8.8	0.0%	23.3
TAIWANESE	238.8	29	8.2	0.0%	71.8
SWAHILI	211	30	7.0	0.0%	51.4

Language	Minutes	Calls	<u>Avg Length</u>		% of Total	<u>Avg Interp</u>
			<u>of Call</u>			Connect Time
UKRAINIAN	208.8	25	8.4	0.0%	25.6	
DARI	190.7	17	11.2	0.0%	51.8	
KAREN	169.2	24	7.1	0.0%	71.3	
HAITIAN CREOLE	168	19	8.8	0.0%	24.2	
TONGAN	151.4	19	8.0	0.0%	56.4	
ASSYRIAN	142.8	28	5.1	0.0%	31.2	
BOSNIAN	121	14	8.6	0.0%	32.2	
ALBANIAN	103.4	13	8.0	0.0%	27.2	
CZECH	102.4	10	10.2	0.0%	66.0	
GREEK	93.6	15	6.2	0.0%	12.7	
CROATIAN	81.2	13	6.2	0.0%	18.9	
MIXTECO	80.8	9	9.0	0.0%	79.3	
TELUGU	65.9	15	4.4	0.0%	21.1	
SERBIAN	60.4	9	6.7	0.0%	40.6	
MALAYALAM	59.7	4	14.9	0.0%	35.0	
TIBETAN	52.2	3	17.4	0.0%	43.7	
PASHTO	46.1	8	5.8	0.0%	109.3	
GUJARATI	35.2	7	5.0	0.0%	58.7	
DUTCH	34.2	9	3.8	0.0%	28.4	
MACEDONIAN	33.3	3	11.1	0.0%	12.0	
UZBEK	30.5	6	5.1	0.0%	22.7	
OROMO	27.2	4	6.8	0.0%	81.3	
ILOCANO	26.8	4	6.7	0.0%	10.8	
WOLOF	26.6	3	8.9	0.0%	149.3	
SAMOAN	24.3	8	3.0	0.0%	39.8	
BULGARIAN	22.1	3	7.4	0.0%	15.7	
SORANI	21.6	5	4.3	0.0%	25.0	
KINYARWANDA	20.9	2	10.5	0.0%	236.5	
LITHUANIAN	20.7	4	5.2	0.0%	14.8	
GEORGIAN	20.2	3	6.7	0.0%	55.3	
LUO	18.2	1	18.2	0.0%	5.0	
KIRUNDI	17.8	2	8.9	0.0%	121.5	
LATVIAN	17.4	1	17.4	0.0%	15.0	
AKAN	16.5	2	8.3	0.0%	15.5	
SINHALESE	15.3	3	5.1	0.0%	13.7	
CHUUKESE	13.9	1	13.9	0.0%	14.0	
FUZHOU	13.9	1	13.9	0.0%	10.0	
IGBO	13.5	2	6.8	0.0%	27.5	
JAVANESE	11.2	1	11.2	0.0%	159.0	
HAUSA	11.1	2	5.6	0.0%	37.0	
PATOIS	10.4	2	5.2	0.0%	66.5	

Language	Minutes	Calls	Avg Length		Avg Interp
			of Call	% of Total	Connect Time
FINNISH	10	4	2.5	0.0%	29.8
GA	8.1	1	8.1	0.0%	16.0
NORWEGIAN	8	2	4.0	0.0%	6.0
TWI	6.5	1	6.5	0.0%	60.0
MOROCCAN ARABIC	6.4	1	6.4	0.0%	14.0
KURDISH	5.7	2	2.9	0.0%	14.0
ACHOLI	4.3	2	2.2	0.0%	11.0
DANISH	3.7	2	1.9	0.0%	34.5
MNONG	3.4	1	3.4	0.0%	5.0
CHIN	3.2	1	3.2	0.0%	58.0
JAKARTANESE	3.2	1	3.2	0.0%	59.0
JARAI	3.1	1	3.1	0.0%	2.0
KARENNE	2.9	1	2.9	0.0%	25.0
MALAY	2.8	1	2.8	0.0%	22.0
GAELIC	2.7	1	2.7	0.0%	22.0
BAMBARA	2.5	1	2.5	0.0%	10.0
CHAO-CHOW	2.4	1	2.4	0.0%	46.0
MAM	2.4	1	2.4	0.0%	13.0
MARSHALLESE	2.4	1	2.4	0.0%	11.0
VISAYAN	1.8	1	1.8	0.0%	0.0
FRENCH CANADIAN	1.5	1	1.5	0.0%	12.0
SONINKE	1.5	1	1.5	0.0%	20.0
LUSOGA	1.4	1	1.4	0.0%	14.0
K'ICHE	1.2	1	1.2	0.0%	2.0
MANDINKA	0.9	1	0.9	0.0%	13.0
WELSH	0.9	1	0.9	0.0%	3.0
TEST	0.4	1	0.4	0.0%	4.0

Language Count: 109 1471554, 267222 5.5 14.2

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be the Cal OES's sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted **in triplicate** after services are rendered and shall include the following information:
 - A. Agreement No.
 - B. Contractor
 - C. Service
 - D. Itemized Cost
 - E. Invoice Date

Invoices shall be due and payable, and payment shall be made, only after the Cal OES's Contract Manager's acceptance of services.

3. The Contractor's costs related to items such as travel and per diem shall be inclusive in the Cost Sheet, Exhibit B-1, and **will not be paid separately** as part of this Agreement.
4. Submit invoices to:

California Governor's Office of Emergency Services
Attention: Accounting Unit
3650 Schriever Ave.
Mather, CA 95655

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Cal OES shall have the option to either cancel this Agreement with no liability occurring to the Cal OES, or offer an amendment to the Contractor to reflect the reduced amount.
7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B-1
COST SHEET**

The Contractor shall provide Cal OES's Foreign Language Emergency Interpretation Services for Cal OES's Public Safety Answering Points (PSAPs) in accordance with Exhibit A, Statement of Work.

Cost shall be based in price per interpretation minute. Only one price is acceptable and must be calculated on the per-minute charge for all languages. Pricing must be calculated for the term of this agreement.

BID PRICE PER INTERPRETATION MINUTE IS**:

\$0.58 per minute

Each additional minute after the first (1st) minute will be billed at per bid price per interpretation minute

The pricing for the entire 9-1-1 Foreign Language Emergency Interpretation Services package will be charged at the bid rate for every minute of actual foreign language interpretation that is being provided. This charge will not include time and queues nor time used to determine the emergency caller's spoken language. Interpretation charges will be captured in one-second increments and must be billed to the exact second. Capture of the interpretation period starts when the interpreter answers and begins interpretation. The interpretation period is ended when the interpreter has been disconnected from both the PSAP call taker and the emergency caller.

EXHIBIT C
TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) 04/2017 are hereby incorporated by reference and can be accessed by visiting the following link:

<http://www.dgs.ca.gov/LinkClick.aspx?fileticket=x6TrRwzYLxs%3d&tabid=6133&portalid=32&mid=10104>

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. AGREEMENTS FUNDED BY THE FEDERAL GOVERNMENT

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the Cal OES by the United States Government for the Fiscal Year(s) 17/18, 18/19, 19/20, 20/21 covered by this agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The department has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

2. DISPUTES

If the Contractor believes that there is a dispute or grievance between the Contractor and the Cal OES arising out of or relating to this Agreement, the Contractor shall first discuss and attempt to resolve the issue informally with the Cal OES Contract Manager. If the issue cannot be resolved at this level, the Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the Contract Manager, the Contractor shall submit, in writing, a grievance report together with any evidence to the Contract Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, the Contractor may appeal to the next level, following the procedure listed below.
- B. The Contractor must submit a letter of appeal to the Agency Secretary explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Secretary or designee shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Secretary or designee shall be final.