



**Contract Number**

**SAP Number**  
4400012571

## Human Services

**Department Contract Representative** Karyn Baxter  
**Telephone Number** (909) 386-8369

<b>Contractor</b>	<b>Focus Language International, LLC</b>
<b>Contractor Representative</b>	Selin Cacao
<b>Telephone Number</b>	(800)374-5444
<b>Contract Term</b>	September 1, 2019 to August 31, 2024
<b>Original Contract Amount</b>	\$3,750,000
<b>Amendment Amount</b>	0
<b>Total Contract Amount</b>	\$3,750,000
<b>Cost Center</b>	5015011000

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, The County of San Bernardino, hereafter referred to as "County," desires translation and interpretation services for County Customers experiencing English language barriers and/or who are deaf/hearing impaired; and

**WHEREAS**, County finds Focus Language International, LLC, hereafter referred to as "Contractor," qualified to provide translation and interpretation services: and

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, County and Contractor mutually agree to the following terms and conditions:

## TABLE OF CONTENTS

I. DEFINITIONS.....	3
II. CONTRACTOR SERVICE RESPONSIBILITIES.....	4
III. CONTRACTOR GENERAL RESPONSIBILITIES .....	7
IV. COUNTY RESPONSIBILITIES .....	16
V. FISCAL PROVISIONS .....	17
VI. RIGHT TO MONITOR AND AUDIT .....	18
VII. CORRECTION OF PERFORMANCE DEFICIENCIES .....	18
VIII. TERM .....	19
IX. EARLY TERMINATION.....	20
X. GENERAL PROVISIONS.....	20
XI. CONCLUSION .....	23

### ATTACHMENTS

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – FEE SCHEDULE

ATTACHMENT C - COMPLAINT AND GRIEVANCE PROCEDURE

ATTACHMENT D - ASSURANCE OF COMPLIANCE FORM

## I. DEFINITIONS

- A. After-Hours – After-hours are considered before or after business hours, twenty-four hours a day, seven days a week (24/7).
- B. American Sign Language (ASL) – A visual-gestural language used primarily by members of the North American Deaf community.
- C. Business Hours – Monday through Friday, 8 a.m. to 5 p.m.
- D. Children and Family Services (CFS) – CFS is the Human Services (HS) department that administers programs designed to address child abuse and neglect in San Bernardino County. CFS oversees and administers various programs, including Child Protective Services and related programs, Adoptions, Foster Home Services, and Independent Living.
- E. Complaint and Grievance Procedures (HS 39.1 Form) – The HS 39.1 form explains to clients the procedures to follow when filing a complaint or sharing a grievance regarding services received. The Complaint and Grievance Procedure must be provided to clients when providing interpretation services.
- F. Department of Aging and Adult Services (DAAS) – San Bernardino County's Department of Aging and Adult Services is dedicated to helping seniors and at risk individual to improve or maintain choice, independence and quality of life. The department works to ensure that seniors and adults with disabilities have the right to age in place in the least restrictive environment.
- G. Deaf/Hard of Hearing/Hearing Impaired – A person having reduced or deficient hearing ability.
- H. DPA Departments – The DPA funded departments are: Children and Family Services (CFS), Department of Aging and Adult Services (DAAS), which includes In-Home Support Services (IHSS), Program Integrity Division (PID), and Transitional Assistance Department (TAD), Administrative Support Division (ASD), Department of Behavioral Health (DBH), Child Support Services (CSS), Children's Network, Public Health, Research Outcomes & Quality Support (ROQS), Veterans Affairs, HS Personnel, Preschool Services Department, Performance, Education and Research Center (PERC), and Information, Technology & Support Divisions (ITSD).
- I. English Language Barrier – A person experiencing difficulties communicating in English while obtaining available social services. This may be due to their inability to speak English or to effectively communicate in English.
- J. Human Services (HS) – A system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the Citizens of San Bernardino County under one coordinated effort.
- K. Interpret – To translate what is said or signed in one language into another language, including ASL.
- L. Interpretation – The conversion of live speech from one language into another.
- M. Interpreter – An individual paid to listen to a person speaking in one language and converse the spoken words to another individual(s), in that individual's language.
- N. Language Services – Translation and Interpretation services.
- O. On-Demand – Over the phone interpreter needed immediately for customers who drop into the office and there is no one available to translate or who call the TAD Call Center and need immediate interpreter services.
- P. Request for Translation and Interpretation Services (RTIS 49 Form) – The form HS Staff uses to request services from Contractor or to change/cancel a previously confirmed request.
- Q. On-Demand Interpreter Service Confirmation (HS PS 49 Form) – The form HS Staff uses for on-demand interpreter services when the need for an interpreter cannot be arranged in advance and the customer is in need of assistance.
- R. On-site Interpretation – Interpretation conducted face-to-face as opposed to on the phone.

- S. Program Integrity Division (PID) – A HS division that provides supportive services to the three (3) social service agencies, CFS, DAAS, TAD.
- T. Sign Language – A formal language utilizing the technique of hand gestures for communication.
- U. Transitional Assistance Department (TAD) – TAD administers public assistance programs in the County of San Bernardino.
- V. Telephonic Interpretation– Interpretation conducted on the phone as opposed to face-to-face.
- W. Translate – To convert into one’s own or another language in writing.
- X. Translation – The conversion of written text from one language into another.
- Y. Translation Log – The log interpreter and HS staff member sign at the time of service to document day, time, and length of on-site interpretation and client’s receipt of Complaint and Grievance Procedure (HS 39.1 Form)
- Z. Translator – An individual paid to convert written text from one language to another.

## II. **CONTRACTOR SERVICE RESPONSIBILITIES**

### A. Program requirements

Contractor shall:

1. Provide on-site or telephonic interpretation services 24 hours a day, seven days a week (24/7), throughout the County of San Bernardino on behalf of Human Services (HS) Departments including, but not limited to, Children and Family Services (CFS), Department of Aging, Department of Aging and Adult Services (DAAS), Program Integrity Division (PID), Transitional Assistance Department (TAD), and any other County departments or agencies requiring translation services. Contractors must be able to receive and respond to on-site interpretation requests on a 24/7 basis.
2. County employees must be able to contact Contractor 24/7 before and after business hours so arrangements can be made at that time for on-sit interpretation service.
3. Provide up-to-date contact information to be used by County to request on-site interpretation, telephonic interpretation, and translation 24 hours a day, 7 days a week, including:
  - a) E-mail address.
  - b) Phone number (message and response).
  - c) Toll-free number for telephonic interpretation.

Advise Contract Analyst of any changes in contact information immediately.

4. Contact County to clarify service needs (e.g., location, service date(s), frequency of service, etc.); work with County HS departments and employees in a professional manner.
5. Maintain confidentiality for all translation and interpretation services provided and adherence to HS Personally Identifiable Information (PII) policy as outlined in Section III, Paragraph M; use encrypted e-mail when responding to encrypted e-mails from the County.
6. Provide services in the following regions and surrounding areas, including but not limited to, on an as-requested basis:

Region	Representative Cities
West Valley	Rancho Cucamonga, Ontario, Fontana
Central Valley	Rialto, Bloomington

East Valley	San Bernardino, Colton, Highland, Redlands
Northern Desert	Apple Valley, Barstow, Hesperia, Victorville
Eastern Desert	Joshua Tree, Yucca Valley, Needles
Mountains	Crestline, Lake Arrowhead, Running Springs, Big Bear

7. Receive RTIS 49 forms for Translation and Interpretation Services through email; respond to requesting County HS departments/divisions within 24 hours (one business day) of receipt as follows:
  - a) Accurately and thoroughly complete confirmation section of RTIS 49 form, indicating a “yes” or “no” answer.
  - b) Specify date referral received, agency name, Interpreter Name, Phone number, and Comments. Quote hourly rate for languages not included among the languages listed in Scope of Work (Attachment A).
  - c) Quote hourly rate for languages not included among the languages listed in the Scope of Work (Attachment A).
  - d) Ensure the customer’s first name and last initial have been entered in **Section II** of the **Service Request**; if not, ask the customer for his/her first name and last initial and enter them in the corresponding fields for payment.
8. Ensure the HS PS 49 On-Demand Interpreter Service Confirmation form is received from HS employees. This form is used by HS department/division employees when the need for an interpreter cannot be arranged in advance and the customer is in need of assistance (e.g., the customer drops into the office and there is no one available to translate).
9. Conduct ongoing training for personnel providing translation and interpretation services, including, but not limited to:
  - a) Ethical and professional standards.
  - b) Principles of interpretation and translation.
  - c) Terminology specific to health care and social services settings.
  - d) Cultural competency, understanding, and effectively interacting with persons of different ethnicities, cultures, and backgrounds without discrimination.
10. Complete quarterly transaction reports, including department/division services, types of services rendered (i.e., on-site interpretation, telephonic interpretation, translation), number of clients served, and languages requested, and send to the Program Development Division by the 10<sup>th</sup> of the following month.
11. Adhere to current Service Guidelines provided to Contractor, including, but not limited to: Interpreter shall:
  - a) Arrive promptly.
  - b) Contact with County customers only in presence of County employee.
  - c) Advise contracting agency in cases of client “no show” or County employee “no show” or late arrivals no later than fifteen minutes after the confirmed appointment time.

B. On-site Interpretation Services:

Contractor shall:

1. Travel throughout the County of San Bernardino to provide services at HS offices, client's home, or any other locations as needed, including, but not limited to, desert and mountain regions of the County.
2. Provide interpretation services in Spanish within 48 hours of County's request and 72 hours for other languages as listed in Scope of Work (Attachment A).
3. Assign experienced interpreters (including sign language) who are fluent and proficient in English and the language requested.
4. Provide interpreters who possess professional communication and customer service skills.
5. Ensure interpreters are trained in cultural competency and understand their professional role to interpret solely what is asked and refrain from advising, counseling, or having personal conversations with clients.
6. Ensure, before service is provided, that each interpreter has:
  - a) Completed Privacy and Security Training through <http://sbcounty.gov/Privacy> and printed/signed/dated the training certification included on-line;
  - b) Signed and properly dated all required documentation, including Statement of Confidentiality and Child Abuse Reporting; and
  - c) Obtained proof of Department of Justice (DOJ) clearance, showing a date prior to first date service was provided.
7. Provide County client with a copy of the Complaint and Grievance Procedure form (HS 29.1) Attachment C, subject to update from time to time, and document copy was given on Translation Log.
8. Maintain an individual file for each independent interpreter. The file must include evidence of the interpreter completing Privacy and Security Training, signing the Statement of confidentiality and Child Abuse Reporting Statement, and obtaining Department of Justice (DOJ) background clearance prior to providing services on behalf of the Contractor.

C. Translation Services

Contractor shall:

1. Assign experienced and professional translators who are proficient in English and the requested foreign language.
2. Translate written materials that may be confidential and/or contain social services terminology.
3. Provide written translation materials within 72 hours from the request in electronic and hard copy format. Electronic copy must be sent through encrypted e-mail in Microsoft Office Word format.
4. Ensure translators have completed Privacy and Security Training through <http://sbcounty.gov/Privacy>, and printed, signed, and dated the training certification before they provide service.
5. Ensure translators have signed and dated the Statement of Confidentiality before they provide service.

D. Telephonic Services

Contractor shall:

1. Provide a toll-free telephone number to access interpreters for immediate and/or scheduled use.
2. Provide a toll-free Telecommunication Device for the Deaf (TDD).
3. Obtain background clearance of telephonic interpreters (DOJ or comparable background checks of approved subcontracting service providers) before interpreters provide services.

E. Court Certified Interpretation Services

Contractor shall provide on rare occasions an interpreter who is court certified and in good standing with the California Judicial Counsel.

### III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
  2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
  4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, during the term of this Contract, that is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform the County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County

Administrative Official” is defined as a member of the Board of Supervisors or such member’s staff, Chief Executive Officer of the County or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

- F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party’s right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Assistant Executive Officer for Human Services through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County’s request, Contractor shall provide information regarding the subcontractor’s qualifications and a listing of a subcontractor’s key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph Z of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs U and V of this Section III.

For any subcontractor, Contractor shall:

- 1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
  - 2. Ensure that the subcontractor follows County’s reporting formats and procedures as specified by County; and
  - 3. Include in the subcontractor’s subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor’s personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.



- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
- If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.
- N. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- O. Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (Attachment C) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- P. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Director's minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this contract.
- Q. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
1. Read, understand and comply with the Privacy and Security Requirements Summary.
  2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
  3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
  4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov).
- R. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this

Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

- S. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data
- T. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
  3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- U. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- V. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or

volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

W. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

X. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

Y. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

Z. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past

claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- e. **Abuse/Molestation Insurance** – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- f. **Cyber (internet) and Electronic Data Processing (EDP) Insurance** – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

- AA. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- BB. Contractor shall ensure that it has all necessary licenses, permits, and/or certifications required by federal, state, county, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain a required license, permit, and/or certification may result in immediate termination of this Contract.
- CC. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- DD. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
  - 1. **Equal Employment Opportunity Program** – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section

10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable federal, state and county laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
  3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment D) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
- EE. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- FF. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- GG. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- HH. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.
- To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases (Attachment D). Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- II. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

- JJ. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- KK. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the DCSS Director or their designee, and shall include County approved branding.
- LL. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law, including the California Department of Social Services Manual of Policies and Procedures Chapter 23, section 23-602 (Code of Conduct). In the event that the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the County and such conflict may constitute grounds for termination of the Contract.
- This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- MM. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.documents.dgs.ca.gov/pd/poliproc/IRAN%20CONTRACTING%20ACT.pdf>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.
- Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification
- NN. Contractor will comply with Environmental Tobacco Smoke Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

#### **IV. COUNTY RESPONSIBILITIES**

County shall:

- A. Submit to Contractor a RTIS 49 form with all the pertinent appointment information via email.
- B. Submit to Contractor a revised RTIS 49 to cancel an appointment, a series of appointments, or to change time/date.
- C. Provide Contractor with the HS PS 49 On-Demand form for tracking and billing purposes.
- D. Advise Contractor of expected late arrivals or inability to show as soon as possible.
- E. Provide the Contractor with a central point of contact to facilitate the terms of the Contract.



- F. Compensate the Contractor for deliverables in accordance with the provisions of Section V of the Contract.
- G. Monitor and evaluate the performance of the Contract in meeting the terms of the Contract and the quality and effectiveness of services provided based on criteria determined by the County. County personnel shall monitor the performance of the Contractor annually, or as deemed necessary by the County.
- H. Provide consultation and technical assistance in implementing the terms of the Contract.

## **V. FISCAL PROVISIONS**

- A. The aggregate amount of payment under this Contract is a combined total for all Translation and Interpretation Contractors identified in the corresponding Board Agenda item and together shall not exceed \$3,750,000 of which \$2,812,500 may be federal/state funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor on a fee for service basis, per the rates shown on the Fee Schedule (Attachment B) shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. On-site interpretation shall be based on the specific language requested and the number of minutes/hours services are provided, regardless of the number of clients assisted during that time period. For on-site interpretation rates lasting more than the appropriate minimum, remaining time is rounded, up or down, to the nearest quarter hour (e.g. 22 minutes + .25 hours, 23 minutes = .50 hours).

Telephonic interpretation (i.e., per-minute rates) shall not round seconds to the next minute.

- C. Contractor shall submit invoices no more than once a month to the County, no later than the tenth (10<sup>th</sup>) day following the month of service. Payments are sent to:

County of San Bernardino  
Human Services – Finance Department  
150 S. Lena Rd  
San Bernardino, CA 92415-0515

Payment by the County to the Contractor will be made within sixty (60) days upon receipt of a complete invoice. Incomplete or inaccurate payment information provided in a single invoice may delay the entire month's payment due to the Contractor.

- D. Invoices must be complete in order to be paid and shall, at a minimum, include the following information:
  - Name of the Human Services (HS) Department requesting the service.
  - Location where service were provided.
  - Full name and contact phone number of the County employee requesting the services.
  - First name and last initial of the County customer receiving services.
  - Date of service, description of services, length of service provided (i.e., beginning and ending time of on-site or telephonic interpretive services), rate, total cost.
  - A copy of the signed interpreter Log for onsite interpretation services, signed by HS staff confirming services were provided and an RTIS 49 Form.
- E. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

- G. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- H. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall

communicate this information to the independent auditor conducting the organization's single audit.

CalFresh	10561
Medi-Cal	93778
IHSSPA	93778
Welfare to Work	93558
Child Welfare Eligibility	93558
Child Welfare Services	93658

- I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds or pass through of Federal funds. This information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	Focus Language International, LLC
DUNS	079244688
FAIN	TBD

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  3. Withhold funds pending duration of the breach; and/or
  4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In even of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

## **VIII. TERM**

This Contract is effective as of September 1, 2019 and expires August 31, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

## **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

## **X. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Focus Language International, LLC  
14455 Park Ave Suite C  
Victorville, CA 92392

County: County of San Bernardino  
Human Services  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- E. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax,

purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.

- F. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- G. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- H. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- I. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- J. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- K. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- L. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- M. The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or

unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.

- N. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- O. The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
  - a. Such governmental body does not have and will not have in force any other contract for like purchases.
  - b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

## XI. CONCLUSION

- A. This Contract, consisting of twenty-three (23) pages and Attachments A through D, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. IN WITNESS WHEREOF, the County of San Bernardino and Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

Focus Language International, LLC

*(Print or type name of corporation, company, contractor, etc.)*

►

Curt Hagman, Chairman, Board of Supervisors

By

*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name

SIGNED AND CERTIFIED THAT A COPY OF THIS

*(Print or type name of person signing contract)*

DOCUMENT HAS BEEN DELIVERED TO THE

CHAIRMAN OF THE BOARD

Title

*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By

Dated: \_\_\_\_\_

Deputy

Address \_\_\_\_\_

### FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Presented to BOS for Signature

►

Michael Markel, Principal Assistant County Counsel

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Jennifer Mulhall-Daudel, Contracts Manger

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CaSonya Thomas, Assistant Executive Officer for Human Services

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**SCOPE OF WORK**

The Contractor shall provide accurate translation, interpretation, and video interpretation services of all conversation and documents, on an as-requested basis in the following languages:

American Sign Language (ASL)	Sign Language (non ASL)	
Arabic	Indonesian	Spanish
Armenian	Japanese	Tagalog
Cambodian	Korean	Thai
Cantonese	Laotian	Tigrinian
Farsi	Mandarin	Tongan
French	Punjabi	Turkish
Hmong	Romanian	Urdu
Hungarian	Russian	Vietnamese

Telephonic Interpretation and Written Translation:

Arabic	Indonesian	Spanish
Armenian	Japanese	Tagalog
Cambodian	Korean	Thai
Cantonese	Laotian	Tigrinian
Farsi	Mandarin	Tongan
French	Punjabi	Turkish
Hmong	Romanian	Urdu
Hungarian	Russian	Vietnamese

For additional languages not shown above, Contractor must also state rate on the RTIS Form at the time services are confirmed.



Focus Language International, LLC  
Fee Schedule

Service in 48 hours	Fees			
Spanish *	On-Site \$ <u>35</u> /hour	Telephonic \$ <u>0.90</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Service in 72 hours	Fees			
American Sign Language (ASL)	On-Site \$ <u>95</u> /hour	NOT AVAILABLE	Translation \$ <u>0.00</u> /word	Video \$ <u>3.99</u> /minute
Arabic	On-Site \$ <u>89</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Armenian	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Cambodian	On-Site \$ <u>89</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Cantonese	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Farsi	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
French	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Hmong	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Hungarian	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Indonesian	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Japanese	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Korean	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Mandarin	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Laotian	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Punjabi	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Romanian	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Russian	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Sign Language (non ASL)	NOT AVAILABLE	NOT AVAILABLE	NOT AVAILABLE	NOT AVAILABLE
Tagalog	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Thai	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Tigrinian	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Tongan	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Turkish	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Urdu	On-Site \$ <u>115</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute
Vietnamese	On-Site \$ <u>90</u> /hour	Telephonic \$ <u>1.25</u> /minute	Translation \$ <u>0.10</u> /word	Video \$ <u>3.99</u> /minute

<b>Court Certified Interpreter</b>	On-Site Fee \$ <u>155</u> /hour Spanish On-Site Fee \$ <u>185</u> /hour other languages (specify below):
Mileage/ Mileage for Multiple Destinations	Current IRS mileage rate. For multiple destinations scheduled sequentially, mileage is calculated from residence to destination #1, destination #2, etc., and back to residence.
<b>Ancillary Charges</b>	
Minimum Charges – On-Site Interpretation	Two (2) – Four (4) Hour Minimum charge: Four (4) hour minimum charge for Spanish, Three (3) hour minimum charge for ASL, and Two (2) hour minimum charge for all other languages
Minimum Charges – Translation	\$65 for minimum charge for all languages
Minimum Charges – Court-Certified Interpretation	Two (2) Hour Minimum Charge
Minimum Charges – Telephonic	Fifteen (15) minute
Minimum Charges – Video Interpretation	Fifteen (15) minute
24/7(After-Hours) – On-Site Interpretation	Two (2) Minimum charge
24/7(After-Hours) – Court-Certified Interpretation	Four (4) Hour Minimum charge all languages
Cancellation > One Business Days’ Notice/No Notice	Two (2) hour minimum charge all languages
Rush Orders – On-Site Interpretation > One Business Days’ Notice	Two (2) – Four (4) Hour Minimum: Four (4) hour minimum charge for Spanish, Three (3) hour minimum charge for ASL, 2 hour minimum charge all other languages
Rush Orders – Translation > One Business Days’ Notice	\$75 Minimum charge
Exotic Languages (Languages Not Listed in Schedule of Fees)	Contractor provides rate quote in RTIS 49 Confirmation.
Proofreading and Editing	\$0.02 per word for proofreading & editing \$0.40 per hour for formatting
<b><u>Rate Calculation</u></b> <b>On-site Interpretation Rates</b> lasting more than the appropriate minimum, remaining time is rounded (up or down) to the nearest quarter hour (22 minutes = .25 hours; 23 minutes = .5 hours). <b>Telephonic Interpretation Rates</b> do <u>not</u> round seconds to the next minute.	
<b><u>Additional:</u></b> Call for rates for ADA compliance. Word count for translations charged based on target language.	

## COMPLAINT AND GRIEVANCE PROCEDURE

**Instructions:** The CUSTOMER is to read and receive the top portion of this form. The bottom portion of the form is to be signed by service recipient and placed in the contractor's records.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance. The following procedures are to be followed when filing a complaint or grievance.

## STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Two.

## STEP TWO

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Three.

## STEP THREE

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division, Contracts Support Unit  
ATTN: Program Specialist  
825 East Hospitality Lane, Second Floor  
San Bernardino, CA 92415-0079

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed to Step Four.

## STEP FOUR

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Services Division, Contracts Unit  
150 South Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

**NOTE:** Each of these steps must be completed in the sequence shown.

..... **Detach Here** .....

## COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedure.

**SIGNATURE**

DATE \_\_\_\_\_

**ASSURANCE OF COMPLIANCE STATEMENT**

**ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF THE CONTRACTING AGENCY  
(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

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DATE

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SIGNATURE

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ORGANIZATION

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ADDRESS