



AMENDMENT NUMBER FOUR
CONTRACT MA-026-14010837
FOR AMERICAN SIGN LANGUAGE INTERPRETING SERVICES
BETWEEN
COUNTY OF ORANGE
FOR THE OFFICE OF THE DISTRICT ATTORNEY
AND GLOBAL WORKS, INC.
D/B/A WESTERN INTERPRETING NETWORK

This Amendment Number Four (hereinafter "Amendment Four") to Contract MA-026-14010127 for American Sign Language Interpreting Services is made and entered into as of the date fully executed by and between Global Works, Inc., d/b/a Western Interpreting Network with a place of business at 31805 Temecula Parkway # 201, Temecula, CA 92592 (hereinafter "Contractor"); and the County of Orange, a political subdivision of the State of California (hereinafter "County"), for the Office of the District Attorney, which are sometimes referred to individually as "Party", or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment C – Contract MA-026-14010837 and Amendments One through Three.

RECITALS

WHEREAS, County and Contractor entered into Contract MA-026-14010127 (hereinafter "Contract MA-026-14010127") for American Sign Language Interpreting Services, commencing on September 1, 2013, and expiring on August 31, 2014; and

WHEREAS, Amendment Number One was issued to renew Contract MA-026-14010127 as Contract MA-026-14010837, commencing September 1, 2014, and expiring on August 31, 2015; and

WHEREAS, Amendment Number Two was issued to renew Contract MA-026-14010837, commencing September 1, 2015, and expiring on August 31, 2016; and

WHEREAS, Amendment Number Three was issued to renew Contract MA-026-14010837, commencing September 1, 2016, and expiring on August 31, 2017; and

WHEREAS, County desires to amend and renew Contract MA-026-14010837, and continue receiving services, and Contractor has agreed to continue providing services set forth in Contract MA-026-14010837.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:



ARTICLES

1. Contract MA-026-14010837 shall be renewed for an additional one-year period, commencing on September 1, ~~2017~~ 2016, and expiring on August 31, ~~2018~~ 2017. Amounts paid for this contract period shall not exceed \$50,000.00.
2. Additional Terms and Conditions, Section 11, County Project Manager and Section 14, Notices of the ORIGINAL CONTRACT is amended as follows:

11. **County Project Manager:** County shall appoint a Project Manager to act as liaison between County and Contractor during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and key personnel. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within 14 calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. County's Project Manager may be administratively changed as it is deemed necessary by the County.

County Project Manager: ~~Paula Gallegos~~ Madai Chavez
 Title: Resources Manager
 Phone: 714-347-8440
 Email: ~~Paula.Gallegos@da.ocgov.com~~
~~Madai.Chavez@da.ocgov.com~~

14. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the addresses stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid. County and Contractor contact(s) may be administratively changed, which may include but not limited to notification by email, memo and/or mailed letter to Contractor and/or County. County and Contractor shall endeavor to provide such notice to Contractor within 3 business days of aforementioned event.

County: Office of the District Attorney



Name: Anna — Nevarez Purchasing
 Manager
 Address 401 Civic Center Drive West
 Santa Ana, CA 92701
 Email: Anna.Nevarez@da.ocgov.com
Victor.Cumberland@da.ocgov.com
 m
 Phone: (714) 347-8427
 Facsimile: (714) 796-8007

Contractor: Global Works, Inc.
 d/b/a Western Interpreting Network
 Name: Moon Feris
 Address: 31805 Temecula Parkway, #201
 Temecula, CA 92592
 Email: contracts@westerninterpreting.net
 Phone: 951-526-2646
 Fax: 951-541-0406

3. Attachment A, Scope of Work of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

ATTACHMENT A
SCOPE OF WORK

Contractor shall provide American Sign Language (ASL) interpreting services to a Deputy District Attorney (hereinafter "Deputy DA") working for the Office of the District Attorney. The Deputy DA utilizes a type of contact sign language that closely follows English word order, but employs various features of ASL, such as the use of space, facial expression and character shifts. The Deputy DA also heavily relies on speech reading and will require the Contractor to mouth exactly what is said, not what ends up being signed. Finally, the Deputy DA voices for herself, so there will be no need to voice for her.

Contractor shall be required to interpret for the Deputy DA during all aspects of her employment including, but not limited to:

- 1) Conferences with attorneys, colleagues, judges, and others;
- 2) Staff meetings both on and off-site;
- 3) Interviews of witnesses both on and off-site and both in and out of custody;
- 4) Telephone calls made by the Deputy DA to witnesses, officers, liaisons, colleagues, etc.;
- 5) Trainings given both on and off-site; and
- 6) All aspects of criminal jury trials, from voir dire to closing argument;
- 7) Parole hearings conducted throughout the state of California at various prisons;



- 8) Hearings, motions and other court appearances, and
- 9) Office-sponsored volunteer work at local schools and/or other venues.

While the Deputy DA is currently assigned to the District Attorney's Main Office located at 401 Civic Center Drive West, in Santa Ana, this assignment can change at any time and trials may be sent to any of the Justice Centers within the County. Furthermore, the Deputy DA may need to visit crime scenes or witnesses that may be located anywhere within the County. Accordingly, Contractor must be willing to travel to any of the branch courts, correctional facilities, police departments, and other locations within the County and State of California pertinent to the prosecution of cases.

Contractor must dress professionally at all times, as most days will be spent in a courtroom, and the Office of the District Attorney maintains a professional dress code regardless of court appearances.

Normal working hours are from 8 a.m. to 5 p.m., Monday through Friday, with lunch times that may be agreed to by the County and Contractor in writing or verbally ~~from 12 p.m. to 1:30 p.m.~~ The interpreter must be flexible as to exact lunch and break times, however, as the needs of the Deputy DA, especially during trial, may vary. Contractor will only be paid for actual hours worked, which includes travel time to various worksites as determined by the needs of the County. At times, additional hours beyond normal working hours may be necessary. Whenever possible, advance notice will be given to Contractor.

Contractor must be willing to interpret in an environment where derogatory and/or vulgar language may be used and explicit and/or graphic photographs may be shown when appropriate and relevant to the prosecution of various crimes, including gangs, assault, sex, drugs, prostitution, crimes upon children, homicide, etc.

All of Contractor's personnel assigned to provide services under this Contract must pass the County's background check and meet all requirements as follows:

1. County will provide Contractor's Project Manager with a copy of the Background Packet. Within 15 business days, Contractor must prepare and submit completed packets for each personnel who will be providing services under this Contract. Completed packets can be submitted to the Office of the District Attorney Purchasing Unit.
2. Background packets must be submitted as an original or as otherwise determined by the County. Facsimile or photocopy packets will ~~not be~~ only be accepted as determined by the County.
3. Background packets must be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. County will not provide the reason an individual's clearance is denied.
4. Clearance for each personnel ~~must~~ may be updated and renewed every twelve (12) months from the original date of clearance.



5. No personnel can perform work under this Contract prior to passing the background check.

Contractor must possess:

1. RID CI and/or CT and/or SC:L or NAD V (Master), or NIC or NIC Advanced or Master (prior to Dec. 2011). No other certifications are acceptable.
 - a. If Contractor does not have a SC:L, then minimum five (5) years experience interpreting in a legal environment with a private or public sector of similar size and complexity.
 - b. Bachelor's Degree from an accredited college is preferred, but not required.
2. Maintain RID (Registry of Interpreters for the Deaf) certified interpreter status.
3. Sufficient level of interpreting skill to be able to keep up in a fast-paced environment; and
4. The ability to handle a stressful environment and the ever-changing schedule of the criminal courts within the County.

RID CODE OF PROFESSIONAL CONDUCT:

The Registry of Interpreters for the Deaf Inc., have set forth the following principles of ethical behavior to protect and guide interpreters, translators and the hearing and deaf consumers. Underlying these principles is the desire to ensure that all have the right to communicate.

This Code of Ethics applies to all members of the Registry of Interpreters for the Deaf and to all certified non-members.

1. Interpreters adhere to standards of confidential communication.
 2. Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
 3. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
 4. Interpreters demonstrate respect for consumers.
 5. Interpreters demonstrate respect for colleagues, interns, and students of the profession.
 6. Interpreters maintain ethical business practices.
 7. Interpreters engage in professional development.
4. Attachment B, Compensation and Payment of the ORIGINAL CONTRACT is amended in its entirety to read as follows:



ATTACHMENT B
COMPENSATION AND PAYMENT

Compensation:

This is a fixed fee price Contract between the County and Contractor for services as specified in this Contract. The Contractor agrees to accept the specified compensation as set forth. The County shall have no obligation to pay any sum in excess of total Contract amount specified below unless authorized by an amendment.

No.	Designation:	Primary Rates:	Supplemental Rates:
01	Normal Business Hours: Monday through Friday 8:00 am to 5:00 pm	\$90.00/hour	2 hour minimum, billing at 30 min increments beyond the 2 hour minimum
02	Normal Business Hours: Monday through Friday Half Day: 8:00 am – 12:00 pm; or Half Day: 1:00 pm – 5:00 pm	\$90.00/hour	2 hour minimum, billing at 30 min increments beyond the 2 hour minimum
03	Overtime Hours: Monday through Friday beyond an 8-hour day	\$105.00/hour	Billing at 30 min increments
04	Weekend: Saturday – Sunday All hours included Half Day = 3 hours Full Day = 6 hours	\$105.00/hour	2 hour minimum, billing at 30 min increments beyond the 2 hour minimum
05	Emergency/Last Minute Calls: Monday through Friday with less than 8 hours notification Half Day = 4 hours Full Day = 8 hours	\$125.00/hour	2 hour minimum, billing at 30 min increments beyond the 2 hour minimum
06	Emergency/Last Minute Calls: Saturday through Sunday with less than 8 hours notification Half Day = 3 hours Full Day = 6 hours	\$135.00/hour	2 hour minimum, billing at 30 min increments beyond the 2 hour minimum



Other Charges:

County will reimburse Contractor current IRS rates for mileage if interpreter has to travel more than 50 miles roundtrip.

County will reimburse Contractor reasonable travel expenses subject to prior approval by the County and may include airfare, hotel, meals, car rental and other miscellaneous travel expenses.

Cancellation Charges:

There is a two hour minimum for all assignments.

Services may be cancelled without charge provided Contractor is notified of cancellation at least two full business days prior to the commencement of service. In the event of less timely cancellation, payment in full is due for the cancelled period from the start time through the time at which a timely two day cancellation time would be reached. Services scheduled beyond the two day advance cancellation period would not be billed.

Payment:

Payment will be net 30 days after receipt of bi-weekly invoice in a format acceptable to County, verified and approved by the County Project Manager and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor. County reserves the right to pay for charges not in dispute and to continue working with Contractor for charges in dispute.

Invoices are to be submitted to the following address:

Office of the District Attorney
Attn: Accounts Payable
Post Office Box 808
Santa Ana, CA 92702-0808

Contractor shall reimburse County for any monies paid to Contractor for services not provided or when services do not meet Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Contractor will provide a two-part invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Delivery/service address
4. Contract number MA-026-14010837
5. Date services rendered
6. Service description, quantity, and prices
7. Total



8. Original receipt(s) for travel related expenses as specified under Other Charges listed above and accompanied by a summary of itemized charge expenses. Please note that charges for alcohol will not be reimbursed by the County.

5. All other terms and conditions of Contract MA-026-14010837, except as amended herein shall remain unchanged and in full force and effect.

SIGNATURE PAGE FOLLOWS



SIGNATURE PAGE

IN WITNESS WHEREOF, the PARTIES hereto have executed this Amendment Four the date set forth opposite their signatures. Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Contractor: Global Works, Inc., d/b/a Western Interpreting Network

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____

Title: Chief Assistant County Counsel

Date: _____



ATTACHMENT C

CONTRACT MA-026-14010837 AND AMENDMENTS ONE THROUGH THREE