



**CONTRACT  
No. MA-063-22011821**

**WITH**

**VOLATIA LANGUAGE NETWORK INC.**

**FOR**

**LANGUAGE INTERPRETATION AND TRANSLATION  
SERVICES**



MA-063-22011821  
WITH  
VOLATIA LANGUAGE NETWORK INC  
FOR  
LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

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WITH  
VOLATIA LANGUAGE NETWORK INC  
FOR  
LANGUAGE INTERPRETATION AND TRANSLATION SERVICES  
SECTION I**

This Contract MA-063-22011821 (referred to as "Contract") is made and entered into upon execution of all necessary signatures between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 State College Blvd., Suite 100, Orange CA 92868-1673 (referred to as "County"), and Volatia Language Network Inc., having its principal place of business at 1327 Grandin Rd., SW, Roanoke, VA 24015-2349 (referred to as "Contractor"), for Language Interpretation and Translation Services. County and Contractor may be individually referred to as "Party," or collectively as "Parties."

**RECITALS**

WHEREAS, Contractor responded to Invitation for Bid (IFB) # 063-2181805-BC (referred to as "IFB 063-2181805-BC") for Language Interpretation and Translation Services (referred to as "Services") per County of Orange terms and conditions; and

WHEREAS, County desires to enter into a Contract for the Services; and

WHEREAS, Contractor agree to provide the Services per the terms and conditions of IFB 063-2181805-BC set forth hereinafter; and

WHEREAS, the County of Orange Board of Supervisors has authorized the County Procurement Officer or authorized Deputy to enter into a Contract with Contractor for obtaining said Services; and

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

**1. Scope of Contract**

This Contract specifies the contractual terms and conditions by which the County will enter into a Contract for the Services with Contractor. The Services to be provided are more fully set forth in Section III (Scope of Work), attached hereto and incorporated by this reference as if fully set forth herein.

**2. Term of Contract**

The term of this Contract shall be for a three-year period from July 1, 2022, through June 30, 2025, unless otherwise terminated by the County. This Contract may be renewed thereafter for one additional two-year term upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew this Contract.

**3. Compensation & Payment**

Contractor agrees to provide the Services as set forth in Section III (Scope of Work), at the fixed rates specified in Section IV (Compensation/Payment Schedule). The total cost of this Contract shall not exceed \$600,000.

Contractor shall not exceed \$200,000 annually, for each year of the contract, without prior County approval.



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**SECTION II**  
**GENERAL TERMS AND CONDITIONS**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California (hereafter referred to as "State"). In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions, or supplemental Contracts by any County employee or agent, including, but not limited to, installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on either of the parties. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples, or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend, and hold County and its indemnities as identified in Paragraph "Z" below, and as more fully described in Paragraph "Z," harmless from liability, loss, damage, and expense, including reasonable counsel fees, incurred or sustained by County by



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reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable State or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph "Z" below, it shall indemnify, defend, and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties, and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work



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diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, and shall, at its sole expense, obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's, or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

*If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.*

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).



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If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, employees and agents** as Additional Insureds, or provide blanket coverage, which will state **"as required by written contract."**
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees and agents**, or provide blanket coverage, which will state **"as required by written contract."**

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.



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Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests' clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County, in writing, if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest, or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.





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The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike, or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents, and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to, those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph "Z" below, Contractor agrees that it shall defend, indemnify, and hold County and County indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight: Intentionally Omitted.**
- V. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs, and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees



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performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents, and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract, including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by, the State of California to County, and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.



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- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned DPA, in writing, when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**ADDITIONAL TERMS AND CONDITIONS**

1. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
2. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.
3. **Aggregate Contract:** This is an aggregate Contract with a total aggregate Contract amount not to exceed \$600,000.
4. **State Funds - Audits:** When and if State funds are used, in whole or part, to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The County or State shall provide reasonable notice of such audit.
5. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one (1) or more extensions in writing are granted by the County upon written request of the contractor. Upon termination County agrees to pay the contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
6. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental



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handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

7. **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 (4) calendar days after being mailed by US 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 address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

<b>FOR COUNTY:</b>	<b>COPY TO:</b>
County of Orange	County of Orange
SSA/Procurement Services	SSA/Programs
500 N. State College Blvd., Suite 100	500 N. State College Blvd. Ste. 100
Orange, CA 96868-1673	Orange, CA 92868
Attn: Beatriz Castellon	Attn: Federico Vindigni
Telephone: 714-541-7757	Telephone: 714-245-6243
Email: <a href="mailto:Beatriz.Castellon@ssa.ocgov.com">Beatriz.Castellon@ssa.ocgov.com</a>	Email: <a href="mailto:Federico.Vindigni@ssa.ocgov.com">Federico.Vindigni@ssa.ocgov.com</a>

<b>FOR CONTRACTOR:</b>
Volatia Language Network, Inc.
1327 Grandin Rd. SW
Roanoke, VA 24015-2349
Attn: Jessica Kent
Telephone: 540-204-7366
Email: <a href="mailto:Bids@Volatia.com">Bids@Volatia.com</a>

8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and



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- c) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
9. **Debarment and Suspension**
- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
10. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
11. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.
12. **Conditions Affecting Work:** The contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
13. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.



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14. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
15. **Contractor Personnel – Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
  2. The Contractor violates the certification by failing to carry out the requirements as noted above.
16. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this contract. The County will not provide free parking for any service in the County Civic Center.
17. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties



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agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

18. **Conditions Affecting Work:** The contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
19. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.  
  
The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.
20. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another County will require written approval from the County of Orange assigned DPA.
21. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
22. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.





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**23. Disputes – Contract:**

- a) Contractor shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
- i. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

24. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
25. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
26. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.





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27. **Nondiscrimination – Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.
28. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports, and other incidental or derivative work or materials furnished hereunder, shall become and remain the sole property of the County, and may be used by the County as it may require without additional cost to the County. None of the documents, reports, and other incidental or derivative work or furnished materials, shall be used by the Contractor without the express written consent of the County.
29. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
30. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
31. **Price Increase/Decrease:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
32. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
33. **Remedies not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
34. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.



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35. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

36. **Usage Reports – Quarterly:** The Contractor shall submit usage reports on a quarterly basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department.
37. **Waivers – Contract:** The failure of the County in any one (1) or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.



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**SECTION III**

**SCOPE OF WORK**

**I. INTRODUCTION**

This Contract is established for the Contractor to provide professional language interpretation and translation services to the County of Orange Social Services Agency (SSA). Language interpretation services shall include In-Person Verbal Language Interpretation, Over-The-Telephone Language Interpretation and Court Certified Language Interpretation. Translation services shall include Written Translation of forms and other various documents. Services shall be provided on an as needed basis and usage is not guaranteed.

**II. CONTRACTOR RESPONSIBILITIES**

**A. In-Person Verbal Language Interpretation**

1. In-Person verbal language interpretation services shall be provided to various SSA departments/programs (Programs), and SSA Clients (Clients) that are non-English proficient.
2. Contractor shall assist SSA staff and Clients "In-Person" with verbal language interpretation, by traveling to various offices/locations as instructed by SSA staff.
3. Contractor shall assist Clients to obtain general information, schedule appointments, communicate and complete required paperwork associated with client's eligibility for various Programs, and explain rules, regulations and Client expectations as instructed by SSA staff.
4. Contractor shall interpret and translate, if requested, all communication between SSA staff and Clients.
5. Contractor shall provide services as requested at various Programs within Orange County. Parking may be available at no charge at some locations; however, County shall not be held responsible for providing or making parking arrangements for the Contractor. County shall not reimburse the Contractor for any parking or travel expenses.
6. In addition to the aforementioned Programs, Contractor shall provide services in a variety of settings including but not limited to the client's residence, medical offices and group meetings. Contractor's staff shall not enter residence or commence meeting unless County representative is present.
7. In the event of a client No Show, the interpreter will be required to obtain verification of the No Show from the SSA Staff present for the requested services. In the event that neither the client nor SSA staff appears at a confirmed appointment, the Contractor or interpreter may obtain verification of the No Show from the requesting SSA staff at a later date. However, a signed verification form confirming the No Show must be submitted with the invoice for payment.
8. Contractor shall be available for in-person verbal language interpretation services Monday through Friday from 7:00am to 9:00pm Pacific Time (PT), excluding County observed holidays.



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**B. Over-The-Telephone Verbal Language Interpretation**

1. Over-The-Telephone verbal language interpretation services shall be provided to various SSA Programs, Clients and SSA Contracted providers that are non-English proficient.
2. Contractor shall assist SSA staff, Clients and SSA Contracted providers with "Over-The-Telephone" verbal language interpretation.
3. Contractor shall assist Clients to obtain general information, schedule appointments, communicate, and explain rules, regulations and Client expectations as instructed by SSA staff or SSA Contracted providers.
4. Contractor shall interpret and translate, if requested, all communication between SSA staff and Clients or SSA Contracted providers and Clients.
5. At the time of service request, Contractor shall ask for the caller's full (first and last name) name, organization or program's name/unit number, and telephone associated with each Program or Contracted provider. Upon receiving the information, Contractor shall immediately direct SSA Program's or Contract provider's incoming call to an interpreter to perform the over-the-telephone language interpretation services. Contractor shall not charge SSA for "hold time" during a phone call when SSA Staff is placed on hold by Contractor while waiting to be connected to an interpreter. Contractor shall not bill for such hold time that exceeds two (2) minutes.
6. Contractor assigned interpreters shall identify themselves to SSA Program or Contracted providers by name or employers employee identification code.
7. Contractor shall be capable of providing 4-way calls at no extra cost. The definition of 4-way call: SSA staff or Contract provider calls the Contractor, the Contractor transfers the call to the interpreter, and the interpreter dials out to the Client (SSA staff/Contractor/interpreter/Client).
8. Contractor staff shall ensure services are provided from a secure location, continuously outside hearing distance of any and all parties not identified by County as SSA staff, SSA Contracted Provider or Client.
9. Contractor shall be available for services twenty four (24) hours per day Monday through Sunday, including weekends and holidays.

**C. Certified Court Interpretation**

- A) In-Person verbal language interpretation services by a Certified Court Interpreter shall be provided for Grievance Review Hearings for Clients that are non-English proficient.
- B) Contractor shall interpret the information that is spoken during the Grievance Review Hearing; communicate information from client to all parties and from all parties to the client.
- C) Contractor shall interpret any and all communication between all parties at the Grievance Review Hearing, and shall translate documents, forms and or paperwork, if requested at the Grievance Review Hearing.
- D) Contractor shall provide services as requested primarily at 800 N. Eckhoff St. Orange CA, 92868 and/or 1928 S. Grand Ave. Santa Ana, CA 92705 or as otherwise instructed by County. Parking may be available at no charge at Eckhoff and Grand facility; however,

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County shall not be held responsible for providing or making parking arrangements for the Contractor. County shall not reimburse the Contractor for any parking or travel expenses.

- E) Contractor shall provide services in a formal setting, such as a group meeting, hearing and in the courtroom; therefore, appropriate courtroom attire will be required.
- F) Contractor shall be available for in-person verbal language interpretation services Monday through Friday from 7:00am to 8:00pm Pacific Time (PT), excluding County observed holidays.

**D. Written Translation of Documents**

1. Contractor shall perform written translation of forms and other various documents for SSA Programs.
2. As requested by SSA Program, Contractor shall provide the total cost estimation for a translation service prior to the translation process. SSA Program that requested the service will respond within twenty-four (24) hours on whether or not to process that specific requested translation service.
3. Delivery times for translation services shall be within an appropriate agreed upon time. The determination of "appropriate agreed upon time" shall be reasonable and agreed upon between SSA and Contractor at the time of requesting services and shall depend on the quantity of translation services needed.
4. SSA may require Contractor to "Rush" the requested translation services. Written translations of documents that are requested by SSA to be "Rush" delivered shall be delivered by the Contractor to SSA within seventy-two (72) hours of Contractor's receipt of documents. Applicable "Rush" charges may apply.
5. Contractor shall be responsible for ensuring the quality and accuracy of its products and services are maintained, including making any requested corrections or changes, at no cost to the County. SSA staff and SSA Contracted providers are responsible for informing the Contractor of all errors, omissions or other required changes within thirty (30) days of delivery of product.

**E. Video Remote Interpreting (VRI)**

1. Contractor shall provide video remote interpreting (available from any remote device).

**F. Simultaneous Interpreting**

1. Contractor shall provide Simultaneous interpreting.

**III. CONTRACTOR QUALIFICATIONS/REQUIREMENTS**

- a) Contractor and Contractor's employees (interpreters/translators) shall meet the following minimum requirements:
  1. Interpreter/translator shall be able to communicate fluently and effectively in both English and the language of which interpretation/translation services are being provided.

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2. Certified court interpreters shall be in good standing with the Judicial Council. County at its discretion may verify the standing of Contractor's court interpreters with the Judicial Council Master List.
3. Interpreter/translator shall be capable and diligent in following directions provided by the SSA staff or Contracted provider.
4. Interpreter/translators shall be physically and emotionally capable and diligent in performing SSA's assigned tasks and services. Interpreter/translators must be capable of and willing to communicate sensitive topics including but not limited to abuse, neglect, domestic violence, and health/safety issues as directed regardless of personal beliefs.
5. Interpreters shall wear appropriate professional attire during the performance of in-person verbal language interpretation services.
6. Contractor and Contractor's interpreters/translators shall maintain if applicable, appropriate certification and receive on-going training as needed during the term of this Contract.
7. Contractor's interpreters/translators shall be professionally recruited/hired by Contractor.
8. Contractor shall conduct professional reference checks for all interpreters/translators recruited/hired by Contractor.
9. Contractor shall provide, upon request, monthly and/or year to date reports itemizing but not limited to: by type of service, account or facility name, name of language in which the service was provided, and total dollar expenditure.

**IV. LANGUAGES REQUIRED**

- a) The Contractor's interpretation and translation services shall be readily available for, but not limited to the following languages:

Acholi, Afrikaans, Akan, Albanian, Amharic, Arabic, Armenian, Asamese, Assyrian, Azerbaijani, Bambara, Basque, Behdini, Belorussian, Bengali, Berber, Bosnian, Bulgarian, Burmese, Burmese dialects, Cantonese, Catalan, Chaldean, Chaochow, Chamorro, Chavacano, Cherokee, Chinese Simplified (for written translation services), Chuukese, Croatian, Czech, Danish, Dari, Dinka, Dutch, English, Estonian, Ewe, Farsi, Fijian Hindi, Finnish, Flemish, French, French Canadian, Fukienese, Fula, Fulani, Fuzhou, Ga, Gaddang, Gaelic, Georgian, German, Greek, Gujarati, Haitian Creole, Hakka, Hakka-China, Hakka-Taiwan, Hausa, Hebrew/Yiddish, Hindi, Hmong, Hungarian, Ibanag, Ibo, Icelandic, Igbo, Ilocano, Indonesian, Italian, Jakartanese, Japanese, Javanese, Karen, Kashmiri, Khmer (Cambodian), Korean, Kosovan, Krio, Kurdish, Kurmanji, Lakota, Laotian, Latvian, Lingala, Lithuanian, Luganda, Luxembourgeois, Maay, Macedonian, Malagasy, Malay, Malayalam, Malaysian, Maltese, Mandarin, Mandingo, Mandinka, Mankon, Marathi, Marshallese, Maori, Mien, Mina, Mixteco, Mongolian, Navajo, Neapolitan, Nepalese, Nepali, Nigerian Pidgin English, Norwegian, Nuer, Oromo, Pampangan, Papiamiento, Pashto, Patois, Pidgin English, Polish, Portuguese, Portuguese Creole, Punjabi, Romanian, Russian, Samoan Serbian,, Sanskrit, Shanghainese, Spanish, Sicilian, Sinhalese, Sindhi, Slovak, Slovenian, Somali, Sorani, Spanish, Swahili, Swedish, Sylhetti, Szechuan, Tagalog, Taiwanese, Tamil, Telugu, Thai, Tibetan, Tigre, Tigrinya, Toishanese, Tongan, Tshiluba, Turkish, Twi, Ukrainian, Urdu, Vietnamese, Visayan, Welsh, Wolof, Yiddish, Yoruba, Yupik, Zulu.

**V. SCHEDULING SERVICES/APPOINTMENTS**



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- a) Standard (next day) in-person verbal language interpretation appointments shall be scheduled with the Contractor, twenty-four (24) hours (minimum) in advance of requested appointment time.
- b) Emergency (same day) in-person verbal language interpretation appointments shall be scheduled with the Contractor, four (4) hours (minimum) in advance of requested appointment time (Applicable "Emergency" charges may apply).
- c) If for any reason, Contractor cannot meet the County's required schedule, Contractor shall notify the requesting SSA staff or Contracted provider within one (1) hour of receiving the service request.
- d) For services that are scheduled more than 2 weeks in advance, Contractor must provide written email confirmation to the requesting SSA staff at least 2 weeks prior to the requested scheduled service date and such confirmation must include the name and direct telephone number of the assigned interpreter.
- e) For services scheduled more than 48 hours in advance, Contractor must provide at least 48 hours prior notice for cancellations of scheduled In-person Interpreter services. If Contractor's scheduled interpreter either fails to appear for scheduled services or is not able to provide 48 hours prior notice, and Contractor is unable to provide an alternate Interpreter, Contractor will be responsible to the County for the Cost of Cover. Cost of Cover is any amount above the Contract rate incurred to secure alternate interpreter services due to Contractor's cancellation without adequate (48 hour) notice.
- f) Contractor shall establish an account for each Program for billing purposes.

**VI. DAYS AND HOURS OF CONTRACTOR AVAILABILITY**

- a) Contractor shall be available for service Monday through Sunday, twenty four (24) hours, seven (7) days a week.
- b) Normal business hours shall be: 8:00 am to 5:00 pm PT.
- c) After normal business hours ("After-Hours") shall be: anytime after 5:00pm PT and anytime before 8:00am PT (Applicable "After-Hours" charges may apply).

**VII. MINIMUM CHARGES**

- a) In-Person Verbal Language Interpretation:  
The minimum charge for in-person verbal language interpretation services shall be billed at one and a half (1.5) hours. This (1.5) hour minimum charge shall be billed by the Contractor as a "1.5-Hour Minimum Charge for in-Person Verbal Language Interpretation Services". Subsequent charges shall be prorated at fifteen (15) minute increments. The Contractor must provide the No Show verification form with the invoice for the minimum charge to apply.
- b) Over-The Telephone Verbal Language Interpretation:  
The minimum charge for over-the-telephone verbal language interpretation services shall be billed at five (5) minutes. This five (5) minute minimum charge shall be billed by the Contractor as a "5 minute Minimum Charge for Over-The-Telephone Verbal Language Interpretation Services". Subsequent charges shall be per minute increments.

~~\*On-line services such as on Zoom, WebEx or other video conferencing apps shall be charged as over-the-telephone.~~



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- c) **Certified Court Translation:**  
The minimum charge for certified court translation services shall be billed at one and a half (1.5) hours. This (1.5) hour minimum charge shall be billed by the Contractor as a "1.5-Hour Minimum Charge for Certified Court Language Translation Services". Subsequent charges shall be prorated at fifteen (15) minute increments. The Contractor must provide the No Show verification form with the invoice for the minimum charge to apply.
- d) **Written Translation of Documents:**  
The minimum charge for written translation of documents shall be billed at 100 words. This 100 word minimum charge shall be billed by the Contractor as a "100-word Minimum Charge for Written Translation of Documents". Subsequent charges shall be per word increments.
- e) **Formatting of Blank Forms/Documents:**  
The minimum charge for formatting of blank forms/documents shall be billed at one (1) page. This (1) page minimum charge shall be billed by the Contractor as a "1-Page Minimum Charge for Formatting of Blank Forms/Documents". Subsequent charges shall be per page increments.
- f) **In-Person No Show Charge:**  
If a Client or SSA Staff is a "No Show" for a scheduled In-Person verbal language interpretation appointment, the Contractor shall be compensated at the minimum charge of 1.5 hours for the scheduled applicable rate.  
  
No show charge will be applicable to scheduled In-Person verbal language interpretation service appointments where either the Client or SSA Staff does not appear at the designated location for services within thirty (30) minutes of the scheduled appointment time.
- g) **Non-Applicable Charges:**  
The translation of all documents during In-Person verbal language interpretation services or Over-The-Telephone verbal language interpretation services appointments shall be included in the hourly rate or per-minute rate of the interpretation appointment or telephone call. Charges for written translation shall not be billed during In-Person or Over-The-Telephone language interpretation services.
- h) **Dropped Calls**  
County shall not be liable nor reimburse Contractor for any portion of a call wherein services are not provided. This shall include but not be limited to Contractor staff disconnecting or dropping calls before services are provided to County's satisfaction.
- i) **On-Hold Charges:**  
Contractor shall not charge SSA for "hold time" during a phone call when SSA Staff is placed on hold by Contractor while awaiting to be connected to an interpreter. Contractor shall not bill for such hold time that exceeds two (2) minutes.





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SECTION IV  
COMPENSATION**

This is a fixed price aggregate Contract not to exceed the amount of \$600,000 for the term of the Contract.

Contractor shall not exceed \$200,000 annually, for each year of the contract, without prior County approval.

**A. COMPENSATION**

**Terms of Payment:** Payment for all services shall be made to the Contractor within thirty (30) calendar days of receipt of a valid invoice in a format acceptable to the County. The invoice must first be verified and approved by the using agency/department and is subject to routine processing requirements of the County.

**Payment in Arrears:** Invoices are to be submitted in arrears for services rendered. Billing shall cover services not previously invoiced. Invoices are to be submitted to the user agency/department, to the "ship to" address, for verification and approvals.

Payments made by the County shall not preclude the right of the County to thereafter dispute any services involved or billed under this Contract and shall not be construed as acceptance of any part of the order.

**Invoice Submittal:** Responsibility for providing an acceptable invoice rests with the Contractor.

An acceptable invoice format shall minimally include:

- 1) Contractor's name and address;
- 2) Invoice number and date;
- 3) Name of County agency/department ordering services/goods;
- 4) Description of services and date ordered;
- 5) Contract No. MA-063-22011821;
- 6) Total Invoice Amount;
- 7) Contractor's federal taxpayer's ID number, and
- 8) Contractor's remittance address (if different from line 1)

Contractor shall submit invoices for payment processing to the following address:

Social Services Agency/Procurement Services at [ssaprocurmentap@ssa.ocgov.com](mailto:ssaprocurmentap@ssa.ocgov.com)

Or mailed to:

Attn: Processing Desk (MA)  
500 N. State College Blvd., Suite 100  
Orange, CA 92868-1673

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via EFT Authorization Form. To request a form, please contact the DPA.



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**B. PAYMENT SCHEDULE**

Hourly rates shall include all costs including but not limited to: travel expenses, mileage, materials, and all other services fees for the completion of the services in accordance with the Scope of Work.

**I. Service fees for In-Person Verbal Language Interpretation Services:**

LINE ITEM	LANGUAGE	STANDARD HOURLY RATE (7:00AM – 5:00PM) (a)	EMERGENCY HOURLY RATE (b)	AFTER- HOURS RATE (c)
1	Vietnamese	\$85.00	\$85.00	\$85.00
2	Spanish	\$85.00	\$85.00	\$85.00
3	Russian	\$85.00	\$85.00	\$85.00
4	French	\$85.00	\$85.00	\$85.00
5	Dari, Farsi and Pashto	\$85.00	\$85.00	\$85.00
6	<b>General Language Group</b> <u>Language for this group shall include the following:</u> Acholi, Afrikaans, Akan, Albanian, Amharic, Arabic, Armenian, Asamese, Ashkharik, Assyrian, Azerbaijani, Bambara, Basque, Behdini, Belorussian, Bengali, Berber, Bosnian, Bulgarian, Burmese, Burmese dialects, Cantonese, Catalan, Chaldean, Chaochow, Chamorro, Chavacano, Cherokee, Chinese Simplified (for written translation services), Chuukese, Croatian, Czech, Danish, Dinka, Dutch, English, Estonian, Ewe, Fijian Hindi, Finnish, Flemish, French Canadian, Fukienese, Fula, Fulani, Fuzhou, Ga, Gaddang, Gaelic, Georgian, German, Greek, Gujarati, Haitian Creole, Hakka, Hakka–China, Hakka-Taiwan, Hausa, Hebrew/Yiddish, Hindi, Hmong, Hungarian, Ibanag, Ibo, Icelandic, Igbo, Ilocano, Indonesian, Italian, Jakartanese, Japanese, Javanese, Karen, Kashmiri, Khmer (Cambodian), Korean, Kosovan, Krio, Kurdish, Kurmanji, Lakota, Laotian, Latvian, Lingala, Lithuanian, Luganda, Luxembourgish, Maay, Macedonian,	\$85.00	\$85.00	\$85.00



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LINE ITEM	LANGUAGE	STANDARD HOURLY RATE (7:00AM – 5:00PM) (a)	EMERGENCY HOURLY RATE (b)	AFTER- HOURS RATE (c)
	Malagasy, Malay, Malayalam, Malaysian, Maltese, Mandarin, Mandingo, Mandinka, Mankon, Marathi, Marshallese, Maori, Mien, Mina, Mixteco, Mongolian, Navajo, Neapolitan, Nepalese, Nepali, Nigerian Pidgin English, Norwegian, Nuer, Oromo, Pampangan, Papiamiento, Patois, Pidgin English, Polish, Pompago, Portuguese, Portuguese Creole, Punjabi, Romanian, Samoan, Serbian,, Sanskrit, Shanghainese, Sicilian, Sinhalese, Sindhi, Slovak, Slovenian, Somali, Sorani, Swahili, Swedish, Sylhetti, Szechuan, Tagalog, Taiwanese, Tamil, Telugu, Thai, Tibetan, Tigre, Tigrinya, Toishanese, Tongan, Tshiluba, Turkish, Twi, Ukrainian, Urdu, Visayan, Welsh, Wolof, Yiddish, Yoruba, Yupik, Zulu.			
7	<b>All other languages And Dialects Group</b> <u>Languages for this group shall include the following:</u> All other Languages and Dialects not listed on Line Items 1 (a) – 6 (c) above.	\$85.00	\$85.00	\$85.00

**A. Emergency Hourly Rate: (Scheduling “Emergency” Appointments)**

The “Emergency Hourly Rate” shall be billed by the Contractor as an “*Emergency Scheduled In-Person Verbal Language Interpretation Services Rate*”, and it shall not exceed 25% from the “Standard Hourly Rate”.

This emergency hourly rate shall only be applicable to emergency (same day) in-person verbal language interpretation appointments that are scheduled with the Contractor, four (4) hours in advance of requested appointment time. Contractor shall inform SSA staff at the time of scheduling the appointment if this charge will apply.

**B. After-Hours Rate: (Services Provided After or Before Normal Business Hours)**

The “After-Hours Rate” shall be billed by the Contractor as an “*After-Hours Rate for In-Person Verbal Language Interpretation Services*”. This after-hours rate shall only be applicable to in-person verbal language interpretation services that are performed after normal business hours (after 5pm PT and before 7am PT), and it shall not exceed 15% from the “Standard Hourly Rate”. Contractor shall inform SSA staff at the time of scheduling the appointment if this charge will apply.



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**C. Billing Increments: (In-person verbal language interpretation services)**

Billing increments over the 1.5 hour minimum shall be prorated at fifteen (15) minute increments.

**D. Unbillable Hold Time/Wait Time:**

Contractor shall not charge SSA for "hold time" during a phone call when SSA Staff is placed on hold by Contractor while awaiting to be connected to an interpreter. Contractor shall not bill for such hold time that exceeds two (2) minutes.

**II. Service fees for Over-The-Telephone Verbal Language Interpretation Services:**

LINE ITEM	LANGUAGE	PER-MINUTE RATE (7:00AM-5:00PM) (a)	AFTER-HOURS PER-MINUTE RATE (b)
8	Dari, Farsi and Pashto	\$0.68	\$0.68
9	Korean	\$0.68	\$0.68
10	Spanish	\$0.56	\$0.56
11	Arabic	\$0.68	\$0.68
12	Mandarin	\$0.68	\$0.68
13	Vietnamese	\$0.68	\$0.68
14	<p><b>General Language Group</b>  <u>Languages for this group shall include the following:</u>  Acholi, Afrikaans, Akan, Albanian, Amharic, Armenian, Asamese, Ashkharik, Assyrian, Azerbaijani, Bambara, Basque, Behdini, Belorussian, Bengali, Berber, Bosnian, Bulgarian, Burmese, Burmese dialects, Cambodian Cantonese, Catalan, Chaldean, Chaochow, Chamorro, Chavacano, Cherokee, Chinese Simplified ( for written translation services), Chuukese, Croatian, Czech, Danish, Dinka, Dutch, English, Estonian, Ewe, Fijian Hindi, Finnish, Flemish, French, French Canadian, Fukienese, Fula, Fulani, Fuzhou, Ga, Gaddang, Gaelic, Georgian, German, Greek, Gujarati, Haitian Creole, Hakka, Hakka-China, Hakka-Taiwan, Hausa, Hebrew/Yiddish, Hindi, Hmong, Hungarian, Ibanag, Ibo, Icelandic, Igbo, Ilocano, Indonesian, Italian, Jakartanese, Japanese, Javanese, Karen, Kashmiri, Khmer (Cambodian), Kosovan, Krio, Kurdish, Kurmanji, Lakota, Laotian, Latvian, Lingala, Lithuanian, Luganda, Luxembourgish, Maay, Macedonian, Malagasy, Malay, Malayalam, Malaysian, Maltese, Mandingo, Mandinka, Mankon, Marathi, Marshallese, Maori, Mien, Mina, Mixteco, Mongolian,</p>	\$0.68	\$0.68



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LINE ITEM	LANGUAGE	PER-MINUTE RATE (7:00AM-5:00PM) (a)	AFTER-HOURS PER-MINUTE RATE (b)
	Navajo, Neapolitan, Nepalese, Nepali, Nigerian Pidgin English, Norwegian, Nuer, Oromo, Pampangan, Papiamiento, Patois, Pidgin English, Polish, Pompago, Portuguese, Portuguese Creole, Punjabi, Romanian, Russian, Samoan Serbian,, Sanskrit, Shanghainese, Sicilian, Sinhalese, Sindhi, Slovak, Slovenian, Solami, Sorani, Swahili, Swedish, Sylhetti, Szechuan, Tagalog, Taiwanese, Tamil, Telugu, Thai, Tibetan, Tigre, Tigrinya, Toishanese, Tongan, Tshiluba, Turkish, Twi, Ukrainian, Urdu, Visayan, Welsh, Wolof, Yiddish, Yoruba, Yupik, Zulu.		
15	<b>All Other Languages And Dialects Group</b> <u>Languages for this group shall include the following:</u> All other Languages and Dialects not listed on Line items 8 (a) – 14 (b) above	\$0.68	\$0.68

**A. After-Hours Rate for Over-The-Telephone Verbal Language Interpretation Services:**

The "After-Hours Rate" shall be billed by the Contractor as an "After-Hours Rate for Over-The-Telephone Verbal Language Interpretation Services", and it shall not exceed 15% from the "Standard Hourly Rate". This after-hours rate shall only be applicable to Over-The-Telephone verbal language interpretation services that are performed after normal business hours (after 5pm and before 7am).

**III. Service fees for Certified Court Translation Services:**

LINE ITEM	LANGUAGE	STANDARD HOURLY RATE (7:00AM – 5:00PM) (a)	AFTER-HOURS RATE (b)
16	Spanish	\$85.00	\$85.00
17	Korean	\$85.00	\$85.00
18	Russian	\$85.00	\$85.00
19	Arabic	\$85.00	\$85.00
20	Dari, Farsi and Pashto	\$85.00	\$85.00
21	<b>General Language Group</b> <u>Languages for this group shall include the following:</u> Acholi, Afrikaans, Akan, Albanian, Amharic, Armenian,	\$85.00	\$85.00



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LINE ITEM	LANGUAGE	STANDARD HOURLY RATE (7:00AM – 5:00PM) (a)	AFTER- HOURS RATE (b)
	Asamese, Ashkharik, Assyrian, Azerbaijani, Bambara, Basque, Behdini, Belorussian, Bengali, Berber, Bosnian, Bulgarian, Burmese, Burmese dialects, Cambodian, Cantonese, Catalan, Chaldean, Chaochow, Chamorro, Chavacano, Cherokee, Chinese Simplified ( for written translation services), Chuukese, Croatian, Czech, Danish, Dinka, Dutch, English, Estonian, Ewe, Fijian Hindi, Finnish, Flemish, French, French Canadian, Fukienese, Fula, Fulani, Fuzhou, Ga, Gaddang, Gaelic, Georgian, German, Greek, Gujarati, Haitian Creole, Hakka, Hakka–China, Hakka-Taiwan, Hausa, Hebrew/Yiddish, Hindi, Hmong, Hungarian, Ibanag, Ibo, Icelandic, Igbo, Ilocano, Indonesian, Italian, Jakartanese, Japanese, Javanese, Karen, Kashmiri, Khmer (Cambodian), Kosovan, Krio, Kurdish, Kurmanji, Lakota, Laotian, Latvian, Lingala, Lithuanian, Luganda, Luxembourgish, Maay, Macedonian, Malagasy, Malay, Malayalam, Malaysian, Maltese, Mandarin, Mandingo, Mandinka, Mankon, Marathi, Marshallese, Maori, Mien, Mina, Mixteco, Mongolian, Navajo, Neapolitan, Nepalese, Nepali, Nigerian Pidgin English, Norwegian, Nuer, Oromo, Pampangan, Papiamentu, Patois, Pidgin English, Polish, Portuguese, Portuguese Creole, Punjabi, Romanian, Samoan, Serbian, Sanskrit, Shanghainese, Sicilian, Sinhalese, Sindhi, Slovak, Slovenian, Solami, Sorani, Swahili, Swedish, Sylheti, Szechuan, Tagalog, Taiwanese, Tamil, Telugu, Thai, Tibetan, Tigre, Tigrinya, Toishanese, Tongan, Tshiluba, Turkish, Twi, Ukrainian, Urdu, Vietnamese, Visayan, Welsh, Wolof, Yiddish, Yoruba, Yupik, Zulu.		
22	<b>All Other Languages And Dialects Group</b> <u>Languages for this group shall include the following:</u> All other Languages and Dialects not listed on Line items 16 (a) – 21 (b) above	\$85.00	\$85.00

**A. After-Hours Rate for Certified Court Interpretation Services:**

The "After-Hours Rate" shall be billed by the Contractor as an "After-Hours Rate for Certified Court Interpretation Services", and it shall not exceed 15% from the "Standard Hourly Rate". This after-hours rate shall only be applicable to Certified Court Interpretation services that are performed after normal business hours (after 5pm PT and before 7am PT).



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**IV. Service fees for Written Translation of Documents:**

LINE ITEM	LANGUAGE	PER-WORD RATE (a)	RUSH PER-WORD RATE (b)
23	Spanish	\$0.25	\$0.25
24	Portuguese	\$0.25	\$0.25
25	Dari, Farsi and Pashto	\$0.25	\$0.25
26	Vietnamese	\$0.25	\$0.25
27	Russian	\$0.25	\$0.25
28	<p><b>General Language Group</b>  <u>Languages for this group shall include the following:</u>  Acholi, Afrikaans, Akan, Albanian, Amharic, Arabic, Armenian, Asamese, Ashkharik, Assyrian, Azerbaijani, Bambara, Basque, Behdini, Belorussian, Bengali, Berber, Bosnian, Bulgarian, Burmese, Burmese dialects, Cambodian, Cantonese, Catalan, Chaldean, Chaochow, Chamorro, Chavacano, Cherokee, Chinese Simplified (for written translation services), Chuukese, Croatian, Czech, Danish, Dinka, Dutch, English, Estonian, Ewe, Fijian Hindi, Finnish, Flemish, French, French Canadian, Fukienese, Fula, Fulani, Fuzhou, Ga, Gaddang, Gaelic, Georgian, German, Greek, Gujarati, Haitian Creole, Hakka, Hakka-China, Hakka-Taiwan, Hausa, Hebrew/Yiddish, Hindi, Hmong, Hungarian, Ibanag, Ibo, Icelandic, Igbo, Ilocano, Indonesian, Italian, Jakartanese, Japanese, Javanese, Karen, Kashmiri, Khmer (Cambodian), Korean, Kosovan, Krio, Kurdish, Kurmanji, Lakota, Laotian, Latvian, Lingala, Lithuanian, Luganda, Luxembourgeois, Maay, Macedonian, Malagasy, Malay, Malayalam, Malaysian, Maltese, Mandarin, Mandingo, Mandinka, Mankon, Marathi, Marshallese, Maori, Mien, Mina, Mixteco, Mongolian, Navajo, Neapolitan, Nepalese, Nepali, Nigerian Pidgin English, Norwegian, Nuer, Oromo, Pampangan, Papiamentto, Patois, Pidgin English, Polish, Portuguese Creole, Punjabi, Romanian, Russian, Samoan Serbian, Sanskrit, Shanghainese, Sicilian, Sinhalese, Sindhi, Slovak, Slovenian, Somali, Sorani, Swahili, Swedish, Sylheti, Szechuan, Tagalog, Taiwanese, Tamil, Telugu, Thai, Tibetan, Tigre, Tigrinya, Toishanese, Tongan, Tshiluba, Turkish, Twi, Ukrainian, Urdu, Visayan, Welsh, Wolof, Yiddish, Yoruba, Yupik, Zulu.</p>	\$0.25	\$0.25
29	<p><b>All Other Languages And Dialects Group</b>  <u>Languages for this group shall include the following:</u>  All other Languages and Dialects not listed on Line Items 23 (a) – 28 (b) above</p>	\$0.25	\$0.25



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LINE ITEM	DESCRIPTION	Rate Per Page (a)	Rush Rate Per Page (b)
30	<b>Formatting of Blank Forms/Documents</b> (In regards to Translation Services) Blank Forms/Documents shall include (but not limited to): Any blank document, including medical records, forms, brochures, fliers, and other various written documentation needing translating and formatting. This line item shall be priced as a Rate-Per-Page.	\$25.00	\$25.00

- A) **Rush Rate:** (Rush Services for Written Translation of Documents)  
The "Rush" rate shall be billed by the Contractor as a "*Rush Rate for Written Translation Services*". This rush rate shall only be applicable to written translations of documents that are requested to be rushed delivered to the County within seventy two (72) hours of Contractor's receipt of documents, and it shall not exceed 10% from the "*Per-Word Rate*" fee. Contractor shall inform SSA staff at the time of request if this charge will apply.

**V. Service fees for Video Remote Interpreting (VRI) Language Interpretation Services and Simultaneous interpreting:**

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>PER-MINUTE RATE</u>
<u>31</u>	<u>VRI – All Languages</u> <u>Minimum 1 Minute, Increment 1 Minute, Cancellation Period N/A</u>	<u>\$1.50</u>
<u>32</u>	<u>VPI (Zoom, Google, etc)</u> <u>Minimum 60 Minutes, Increment 30 Minutes, Cancellation Period 48 Hours</u>  <u>Virtual Platform Interpretation (VPI): All requests for an interpreter to connect via a third-party application (Zoom, Microsoft Teams, Google Meeting, etc.) require manual coordination between Client and Volatia. Client agrees to provide a link, prior to the start date and time of the Work Order, to Volatia's Customer Service Team (not the interpreter) by email (customerservice@volatia.com) or phone (540-562-8600).</u>	<u>\$1.50</u>
<u>33</u>	<u>Simultaneous interpreting/events - Virtual (Zoom)/Project Mgmt.</u> <u>Minimum 2 Hours, Increments 1 Hour, Cancellation Period 72 hours</u>	<u>\$125.00</u>
<u>34</u>	<u>Simultaneous interpreting/events – In-person</u>	<u>Per approved Quote</u>

**Note:**

1. Onsite rates will vary based on location, language, the technicality of the event, and duration. For this reason, an estimate will be provided in writing prior to the event.
2. All simultaneous events require a minimum of two interpreters per language. You will be invoiced at the rates and terms noted above per interpreter.

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Onsite events require physical equipment. These are charged based on the scope of the project. An estimate shall be provided in writing prior to the event. Once approved, the cost of the equipment shall be added to the cost of the interpreters and project management expenses.

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**-SIGNATURE PAGE FOLLOWS-**



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SECTION V

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**VOLATIA LANGUAGE NETWORK INC \***

By _____	By _____
Print Name	Print Name
_____	_____
Signature	Signature
Title _____	Title _____
Corporate Officer	Corporate Officer
_____	_____
Date	Date

\*If the contracting Party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one (1) person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two (2) categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the document twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

**COUNTY OF ORANGE**

a political subdivision of the State of California

By _____	_____
Print Name	Title
_____	_____
Signature	Date