


AGREEMENT NUMBER  
A211006155

1.	This Agreement is entered into between the Contracting Agency and the Contractor named below:	
	CONTRACTING AGENCY NAME California Governor's Office of Emergency Services (Cal OES)	
	CONTRACTOR NAME Cyracom International, Inc.	
2.	The term of this Agreement is:	February 01, 2022, or upon approval by CDT-STP, whichever is later, through January 31, 2025, with two (2) one (1) year optional extensions.
3.	The maximum amount of this Agreement is:	\$8,000,000.00 (Eight Million Dollars and Zero Cents)
4.	The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Foreign Language Interpretation Services (FLIS) Agreement:	
	<b>EXHIBIT TITLE</b>	<b>PAGES</b>
	Attachment 1: Appendix A – Statement of Work .....	20
	Exhibit A – Cost Worksheets .....	2
	Contractor's Narrative Response (IFB Section 7.3.4.1.) .....	2
	*e-VAQ0001166 in its entirety * IFB #A211006155 in its entirety Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.	

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

CONTRACTOR		Department of Technology (CDT), Statewide Technology Procurement (STP) Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) Cyracom International, Inc.		
CONTRACTOR AUTHORIZED SIGNATURE  <small>J. Austin Wade (Jan 17, 2022 16:45 CST)</small>	DATE SIGNED Jan 17, 2022	
PRINTED NAME AND TITLE OF PERSON SIGNING J. Austin Wade, Senior Vice President		
ADDRESS 2650 E Elvira Road, Ste. 132, Tucson, AZ 85756		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME California Governor's Office of Emergency Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <small>Heather Carlson (Jan 18, 2022 08:05 PST)</small>	DATE SIGNED Jan 18, 2022	<input type="checkbox"/> EXEMPT PER:
PRINTED NAME AND TITLE OF PERSON SIGNING Heather Carlson, Assistant Director – Administrative Services		
CONTRACTING AGENCY ADDRESS 3650 Schriever Avenue, Mather, CA 95655		

## **ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK**

### **1. Background and Purpose**

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES", has determined that contracting for 9-1-1 Foreign Language Interpretation Services is necessary in order to fully support the CA 9-1-1 Branch's responsibility to comply with the Warren-911 Emergency Assistance Act, Government Code Sections 53100-53121 modified in 2015 by Senate Bill SB1211. All California residents and visitors need equal access to 9-1-1 services. In the event a non-English speaking person dials 9-1-1 the local Public Safety Answering Point (PSAP) has immediate access to 9-1-1 Foreign Language Interpretation Service. With 420,895 9-1-1 calls requiring interpretation in 107 different languages last year, this service is critical to support 9-1-1 calls in California. If these services are not procured, it would make it impossible for Cal OES to adequately facilitate 9-1-1 call delivery in the State of California.

#### **1.1. Objective**

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

### **2. Term of the Contract**

Effective upon approval of CDT, Statewide Technology Procurement (STP), the term of the Contract is three (3) years, with an estimated start date of 02/01/2022.

The State, at its sole discretion, may exercise its option to execute two (2) one-year extensions to perform Foreign Language Interpretation Services for a maximum Contract term of *five (5) years*.

### 3. Amendment

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Statewide Technology Procurement under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

### 4. Authorized Representatives

The authorized representatives during the term of this Agreement are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service related inquiries:

#### **State: California Governor's Office of Emergency Services, PSC 9-1-1 Division**

Name: Theodore Doukakos

Address: 601 Sequoia Pacific Blvd., Sacramento, CA 95811-0231

Phone: (916) 894-5023

E-mail: [theodore.doukakos@caloes.ca.gov](mailto:theodore.doukakos@caloes.ca.gov)

#### **Contractor: Cyracom International, Inc.**

Name: Bill Martin, Senior Strategic Account Manager

Address: 2650 E. Elvira Road, Ste. 132, Tucson, AZ 85756

Phone: (520) 573-2367

E-mail: [bmartin@cyracom.com](mailto:bmartin@cyracom.com)

For Agreement administrative inquiries:

**State: California Governor's Office of Emergency**

**Services** Name: Michele Golden, Contract Analyst

Address: 3650 Schriever Avenue, Mather CA 95655

Phone: (916) 845-8113

E-mail: [michele.golden@caloes.ca.gov](mailto:michele.golden@caloes.ca.gov)

**Contractor: Cyracom International, Inc.**

Name: Bill Martin, Senior Strategic Account Manager

Address: 2650 E. Elvira Road, Ste. 132, Tucson, AZ 85756

Phone: (520) 573-2367

E-mail: [bmartin@cyracom.com](mailto:bmartin@cyracom.com)

## **5. Project Tasks / Deliverables**

### **A. Equipment and Facility**

1. The Contractor shall have all necessary equipment to provide 9-1-1 Foreign Language Emergency Interpretation Services.
2. The Contractor shall have telephone terminal equipment that has visual and audible signaling for incoming calls. Telephone terminal equipment will also have expansion capabilities to add additional lines, as needed.
3. Contractor shall have necessary equipment to support video calls for American Sign Language (ASL) interpretation.
4. The Contractor's telephone terminal equipment shall be capable of collecting the detailed call traffic information needed to produce the reports required by this



## Agreement.

### B. Disaster Recovery

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

### C. Meetings and Conferences

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

### D. Foreign Language Emergency Interpretation Service

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

interpreter and emergency caller may disconnect.

5. The Contractor shall support video relay from any source requiring visual sign language interpretation and provide American Sign Language interpretation as needed for 9-1-1 emergency calls.

#### E. Interpreter Operational Requirements

1. Remain neutral in the interpretation unless prompted by the PSAP call taker with additional instructions.
2. Use the utmost courtesy when conversing with the emergency caller and the PSAP call taker.
3. Respect cultural difference of the emergency caller and the PSAP call taker.
4. Offer additional information to the PSAP call taker but accept the PSAP call taker's decision if refusing additional information.
5. Refrain from entering into a disagreement with the PSAP call taker or the emergency caller.
6. Report irregular emergency interpretation calls to his/her supervisor (i.e. a PSAP call taker hanging up and leaving the emergency caller and the interpreter on an active call). The supervisor will refer irregular language interpretation calls to Customer Service for review.
7. Be trained thoroughly to provide 9-1-1 emergency interpretation services, and be prepared to efficiently transfer calls quickly and with a thorough understanding of the techniques that facilitate the transfer of information from one foreign language to another.
8. Interpret accurately and precisely the message that is relayed in its entirety with the meaning preserved throughout the conversation. Information cannot be edited or deleted which erroneously changes the meaning of the interpretation or intent of the emergency caller.
9. Not make assumptions regarding the emergency caller or incident (i.e., an emergency caller who has a speech impediment – the interpreter would not say, "He/She is drunk," but rather, "He/She is slurring his/her words").
10. Must remain professional, tactful, cool, calm, and collected throughout the duration of the interpretation services call.
11. Not discuss or disclose any personal information, including the name(s) of the emergency caller, address, or any other information that is revealed during the conversation/incident.

12. In the event the emergency caller is prematurely disconnected, the interpreter shall be able to reconnect with the emergency caller while the PSAP Call Taker remains on the line. The PSAP call taker shall provide the Emergency Caller's call back number to the interpreter.

#### F. Interpretation Start

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

#### G. Maximum Time until Interpretation Start Penalty

1. In the event interpretation service for Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian does not begin within 60 seconds of the emergency caller's language being identified, Cal OES shall not be charged for any interpretation services provided for the duration of the call.
2. Interpretation service for all other languages that does not begin within 120 seconds of the emergency caller's language being identified are subject to the same penalty as Cal OES in SOW as shown above in Section 5, G,1).

#### H. No Interpreter Available Penalty

1. For each event in which no interpreter is available for foreign language interpretation, or a specific language is not available for interpretation, the Contractor shall be subject to a self-assessed penalty equal to the cost of the average interpreter call for that month in which the "no interpreter available" event occurred. These penalties shall be assessed monthly and shall be itemized and deducted from the appropriate monthly invoice total. An audit of the Contractor's monthly invoice shall be done at the discretion of Cal OES.
2. Example: Penalty (deducted from applicable monthly\* invoice) = Cost of PSAP's

average interpreter call for the month\* x number of "event" occurrences.

### Foreign Language Interpretation Call Handling Expectations

Service Requirement	Measurement Method	Objective	Rights and Remedies
For Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian, language shall be identified and interpretation services shall begin within 60 seconds.	Monthly Data Report shall include information on the language identified for every incoming call, and the time until interpretation services begin.	95% of all calls in these 6 languages will be connected to an interpreter within 60 seconds.	Cal OES shall not be charged for any call taking longer than 60 seconds to connect to a capable interpreter for these 6 languages.
For all other languages, language shall be identified and interpretation services shall begin within 120 seconds.	Monthly Data Report shall include information on the language identified for every incoming call, and the time until interpretation services begin.	95% of all calls in languages other than the 6 identified above will be connected to an interpreter within 120 seconds.	Cal OES shall not be charged for any call taking longer than 120 seconds to connect to a capable interpreter, regardless of language.

#### I. Toll-Free Telephone Number for Interpreter Services

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

#### J. Hours of Operations for Interpreter Services

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

emergency interpretation.

#### K. Foreign Language Emergency Interpretation Usage

1. The number of languages, calls, and duration may vary during the contract period. Attachment 19 - CA 9-1-1 Foreign Language Interpretation Statistics has been included to reflect the interpretation usage for the 2020 Calendar Year. The statistics include the languages, number of minutes, number of emergency calls, and average length of call (in minutes). In 2020 foreign language emergency interpretation services were provided for 107 languages.
2. During the course of the Contract, the Contractor shall provide interpretation services for any additional languages required, even if not listed on Exhibit A - Cost Worksheets. Cal OES cannot guarantee any specific amounts or be held responsible for any increase or reduction in usage. At a minimum, the Contractor shall provide interpretation services for all the languages listed in Exhibit A -Cost Worksheets.

#### L. Website Portals

1. The Contractor shall provide website portals that shall be used by Cal OES and PSAP representatives to access information related to this Contract. The website portals shall be accessible using the latest versions of industry standard browsers. The Contractor shall issue and manage User IDs that shall be assigned and correspond to viewable information identified by Cal OES. Cal OES shall meet with the Contractor within 30 days after Contract award to identify management of the user IDs and accessible information.
2. The website information shall include:
  - a. The Contractor's Foreign Language Emergency Interpretation toll-free number.
  - b. The Contractor's Customer Service toll-free number.
  - c. PSAP access to their respective PSAP Account for services and call data reports.
  - d. Cal OES access to Statewide PSAP and individual PSAP services and call data reports.

e. Valid Link to the Cal OES website.

#### M. Contractor's Customer Service Response Criteria

1. The Contractor shall provide prompt, professional customer service to all PSAPs between the hours of 7:00am and 6:00pm Pacific Time (PT), Monday through Friday, excluding all Federal and State holidays. After hours and on federal and State holidays, a contact telephone number must be made available to the PSAPs for urgent or emergency customer service support matters. State holidays are listed in the following link: <http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>
2. The Contractor shall respond to customer service questions and concerns, and those service questions and concerns will be handled as expeditiously as possible and according to the following criteria:
  - a. General questions of concern: Written response to any questions from Cal OES or a PSAP is due within 5 working days from initial contact. If response is not provided within 5 days, the Contractor must provide an administrative contact to escalate the request.
  - b. Request for material: An order for material and/or other handouts developed during the term of this Contract shall be provided to the requestor within two (2) working days from receipt of the request.
3. Any cost elements not specifically identified after contract award as necessary to meet the requirements in the RFP will be at no additional cost to the State, any PSAPs or any other entity.
4. The Contractor shall develop and deploy a method to monitor and assess the ongoing quality of the interpretation services provided under the terms of this Contract. The method shall be designed to continually improve the accuracy and effectiveness of language interpretations and emergency call handling and to identify and address any need for review and training of the service. Upon request, the contractor must provide this information to the CA 9-1-1 Branch.

## **6. State's Roles and Responsibilities**

- A. Cal OES shall designate a Contract Manager to whom all Contractor

communication may be addressed, and who has the authority to act on all aspects of the services. This person shall review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

- B. Cal OES shall provide a minimum of ten (10) Cal OES business days for the timely review and approval of information and documentation provided by the Contractor to perform its obligations.
- C. Cal OES will provide to the Contractor access to department staff and management, and offices and operation areas, as required to complete the tasks and activities defined under this Agreement.
- D. Cal OES's Contract Manager shall distribute information to local agencies regarding the availability of Foreign Language Emergency Interpretation Services.
- E. Upon request, Cal OES's Contract Manager shall provide the Contractor with the most current County PSAP 9-1-1 Manager and related contact information.
- F. Cal OES's Contract Manager shall provide the Contractor with the link to the California 9-1-1 Operations Manual that can currently be found below:

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

## **7. Contractor's Roles and Responsibilities**

- A. The Contractor shall provide its own equipment and software necessary to perform the required duties.
- B. The Contractor shall designate a Contractor Primary Contact who has the authority to act on all aspects of the services provided under this contract.
- C. The Contractor shall notify Cal OES, in writing, of any changes in the personnel assigned to these tasks. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

D. The Contractor shall comply with all regulatory requirements imposed by local, Cal OES, and Federal regulatory agencies for all foreign language emergency interpretation services provided throughout the term of the Contract. The Contractor shall work with Cal OES to implement any changes within six (6) months of the regulation effective date at no cost to Cal OES and no increase in rates. The Contractor shall make any changes necessary to provide foreign language interpretation services as industry requirements change.

E. The Contractor shall market their services to potential State and Local Governmental Agency customers. This marketing venture may include overview presentations at quarterly PSAP Manager meetings and mass mailing of program information. The details shall be developed within 30 days after Contract award between Cal OES and the Contractor. The Contractor will cover costs and provide materials for such marketing initiatives, and the Contractor understands that marketing at specific locations is required.

## **8. Escalation Process**

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES's attention. Problems or issues shall normally be reported during regular Monthly Reports. There may be instances, however, where the severity of the problem justifies escalated reporting. To this extent, the contractor shall determine the level of severity and notify the appropriate Cal OES personnel. With the proper Cal OES personnel notified, and the time period taken to report the problem or issue communicated, the problem shall be handled at a level commensurate with the severity of the problem or issue. The Cal OES personnel include, but are not limited to, the following:

### First level:

Budge Currier, CA 9-1-1 Branch Manager

(916) 657-9911

[Budge.Currier@caloes.ca.gov](mailto:Budge.Currier@caloes.ca.gov)

### Second level



Mitchell Medigovich, Acting Deputy Director

(916) 845-8552

[mitchell.medigovich@caloes.ca.gov](mailto:mitchell.medigovich@caloes.ca.gov)

Third level:

Christina Curry, Chief Deputy Director, Operations

916-845-8533

[christina.curry@CalOES.ca.gov](mailto:christina.curry@CalOES.ca.gov)

## **9. Performance**

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

- A. Cal OES shall notify the Contractor in writing within five (5) Cal OES business days of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
- B. The Contractor shall, within five (5) Cal OES business days after initial problem notification, respond to Cal OES by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to Cal OES's initial problem notification within the required time limits may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.
- C. Cal OES shall, within five (5) Cal OES business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify

the Contractor in writing whether it accepts or rejects the explanation and/or plan. If Cal OES rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) Cal OES business days of notification of rejection. Failure by the Contractor to respond to Cal OES's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.

- D. Cal OES shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.

## **10. Termination of Agreement**

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

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

## 11. Reporting

Each report template shall be subject to Cal OES approval of report layout, content detail and formatting. The Contractor shall implement modifications to the reports during the term of the Agreement at Cal OES's request at no additional cost. Bidder shall have the capability to provide customized reports upon request, in the event that Cal OES requests information regarding a specific area or call metric.

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

All Reports shall be provided on a calendar month basis and electronic copies shall be delivered in Excel file format along with the monthly invoice together by the tenth (10th) business day following the end of the reporting period.

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

1. Monthly Data Report:

i. Monthly Data Report shall include:

1. Number of calls
2. Date of call
3. Time of call occurrence
4. Call duration
5. Connection times
6. On-hold duration
7. In-queue duration
8. Identify Language
9. If language used was contracted or non-contracted
10. Call traffic pattern details
11. PSAP name

2. Monthly Data Report must be submitted to the Contract Manager, unless otherwise requested. Monthly reports that are PSAP specific shall be submitted directly to the respective PSAP manager upon request and available for retrieval within the portal.

### 3. Customer Service Report

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

### 4. Quarterly Historical Report

Quarterly Historical Report shall depict the previous three (3) months of data provided in the Monthly Data and Customer Support Reports. This report shall be submitted quarterly to the Contract Manager, unless otherwise requested.

### 5. Yearly Calendar Historical Report

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

## 12. Other Agreement Considerations

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

OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

### **13. NOTICES**

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address identified in Section #4 of this contract, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the addresses then prevailing.

### **14. Subcontracting Provisions**

- A. The Contractor will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its subcontractor affiliation, as applicable.
- B. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- C. All subcontractors must meet or exceed the minimum qualifications for the project team personnel set forth in Section 5 - Project Tasks/Deliverables.
- D. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- E. If a subcontractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise, then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
- F. The Contractor's obligation to pay its subcontractors is an independent obligation from Cal OES' obligation to make payments to the Contractor. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

## 15. Transition of Operation to New Contractor or to State

Contractor's transition of operation to the State - the contractor shall provide Cal OES a final report and data of the following to aid and support the transition of service:

1. Work orders still in queue
2. Complaints still under investigation
3. List of PSAPs that are active under the contract
4. Data of PSAP contact that Contractor has
5. DTFN each PSAP is assigned to
6. Each PSAP unique identifier
7. Call Metrics, language handled: Last 12 months language usage and ASL usage

## 16. Insurance Requirements

### 1. Commercial General Liability

Contractor shall display evidence of the following on a certificate of insurance evidencing the following coverages:

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage for the indemnity provided under this Contract.

Coverage shall be written on an occurrence basis in an amount not be less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

### 2. Workers' Compensation and Employer's Liability

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Policy shall be endorsed to include a waiver of subrogation in favor of State of California.**

## 17. Budget Detail and Payment Provisions

1. Billing will start when the **caller is connected to the interpreter**, not when they are on hold or with customer service identifying the language.
2. Payment for tasks performed under this Agreement shall be **Price per Minute**. Signed acceptance is required from the Cal OES Agreement Manager before processing an invoice for payment.
3. The Contractor shall submit a Monthly Invoice for payment and a Monthly Report associated with the payment amounts. Payments shall be based on each item subject to acceptance by Cal OES. It shall be Cal OES' sole determination as to whether the Products and Services have been successfully completed and are acceptable.
4. Invoices shall be submitted electronically identifying costs charged and as agreed by CA 9-1-1 Office. Invoices must be submitted monthly, in arrears, identifying the following:
  1. Agreement Number
  2. Invoice number
  3. Invoice date
  4. Dollar Amount for Current charges
  5. Number of calls
  6. Date of call
  7. Time of call occurrence
  8. Call duration and charges
  9. PSAP Name
  10. PSAP Account Number (each PSAP is assigned an account number that is shared when they call to request interpretation services)
  11. SLA credits and non-charges

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

6. The Contractor's costs related to items such as travel and per diem shall be inclusive in the Exhibit C - Cost Worksheets, and **will not be paid separately** as part of the Agreement.

7. The Contractor shall reconcile incorrect invoices within thirty (30) calendar days from the date of notification by CA 9-1-1 Office of the discrepancy. CA 9-1-1 Office shall suspend all current charges when unresolved disputed items extend beyond ninety (90) days. Remittance shall resume to include any outstanding payments, upon resolution.

8. Submit electronic invoices with reference to Agreement number to:

E-mail: [CA911Invoicing@caloes.ca.gov](mailto:CA911Invoicing@caloes.ca.gov)

**Subject line will be addressed in the following format:**

Agreement Number, Contractor Name, Invoice number

**California Governor's Office of Emergency Services**

CA 9-1-1 Division Agreement No. A211006155

601 Sequoia Pacific Blvd., MS-911

Sacramento, CA 95811-0231

9. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

10. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CA 9-1-1 Office shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.



11. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CA 9-1-1 Office shall have the option to either cancel this Agreement with no liability occurring to the CA 9-1-1 Office or offer an amendment to the Agreement to reflect the reduced amount.

## EXHIBIT A: COST WORKSHEETS

The Contractor shall provide Foreign Language Emergency Interpretation Services for Cal OES's Public Safety Answering Points (PSAPs) in accordance with Attachment 1 - Statement of Work.

The cost shall be based on price per minute of interpretation, rounded to the nearest full minute. There shall be only one (1) bid price for voice calls and one (1) bid price for video calls, calculated as a per-minute charge for all languages listed below, at minimum.

The Total Price per Minute for telephonic interpretation call and ASL interpretation video call are to be used for the entire term of this Agreement.

At a minimum, the following languages shall be provided by the Contractor:

Afghan	Farsi (Persian)	Kinya/Rwanda	Punjabi	Urdu
Akan	Filipino	Kirundi	Romanian	Uzbek
Albanian	French	Kizigua	Russian	Vietnamese
Amharic	French Canadian	Korean	Samoan	Visayan
Arabic	Georgian	Kurdish	Serbian	Yemeni (Arabic)
Armenian	German	Lao	Serbo-Croatian	Yiddish
Assyrian	Greek	Levantine Arabic	Shanghainese	Yoruba
Bengali	Gujarati	Lingala	Sinhala	American Sign Language (ASL)
Bosnian	Haitian Creole	Lithuanian	Slovak	
Brazilian Portuguese	Hausa	Luganda	Somali	
Bulgarian	Hebrew	Malay	Spanish	
Burmese	Hindi	Malayalam	Sudanese Arabic	
Cambodian	Hmong	Mandarin	Swahili	
Cantonese	Hokkien	Marshallese	Swedish	
Cape Verdean	Hungarian	Mien	Tagalog	
Chaldean	Igbo	Mixteco	Taishanese	
Chungshan	Ilocano	Mongolian	Taiwanese	
Chuukese	Indonesian	Moroccan Arabic	Tamil	
Croatian	Iraqi Arabic	Nepali	Telugu	
Czech	Italian	Nigerian Pidgin	Thai	
Dari (Afganistan)	Japanese	Oromo (Ethiopia)	Tigrigna (Eritrea)	

Dutch	Kanjobal	Pashto	Tongan	
Egyptian (Arabic)	Karen	Persian (Afghanistan)	Turkish	
Eritrean	Karenni/Kayah	Polish	Twi	
Ethiopian	Khmer	Portuguese	Ukrainian	

### Foreign Language Interpretation Services

Item	Description	Price/Minute
1	Telephonic Voice Interpretation Services	\$0.68/Minute
2	American Sign Language (ASL) Video Interpretation Services	\$1.25/Minute

**Subtotal:** \$ 1.93

**Grand Total:** \$ 1.93

Each minute will be billed at price per minute for Interpretation Services accordingly, for telephonic or ASL. For billing purposes the call shall be rounded to the nearest full minute.

The pricing for the entire 9-1-1 Foreign Language Emergency Interpretation Services package will be charged at the bid rate for every minute of actual interpretation that is being provided. This charge will not include time in queues, nor time used to determine the emergency caller's spoken language. Time will be charged according to all aspects of the agreement.

Capture of the interpretation period starts when the interpreter answers and begins the interpretation. The interpretation period is ended when the interpreter has been disconnected from both the PSAP call taker and the emergency caller.

#### 7.3.4.1 Narrative Response

CyraCom has been Cal OES's 9-1-1 language services partner since February 2012. We routinely receive outstanding service accolades from Cal OES and welcome the opportunity to renew our partnership. To aid in your evaluation, we have aligned the essential objectives in your RFP into three sections: CyraCom's industry specialization, key areas of value and differentiation, and pricing.

**Industry Specialization** - CyraCom is a leading language services provider (LSP) to the public and government sectors. We support over 1,100 emergency services and 9-1-1 providers across the country. We provide services in the largest US metro areas such as Los Angeles and San Francisco. Our interpretation services are available 24/7/365, including holidays and weekends.

Our Auto Authentication allows clients to connect directly to a 9-1-1 interpreter without providing account and PINs. Over our ten-year relationship (2012-2021), CyraCom has delivered custom language menus that have aided in our ability to provide an Average Speed of Answer (ASA) of 6.5 seconds. Excluding 2021 and its pandemic challenges, Cal OES's ASA has been 5.4 seconds.

Clients receive fast, priority routing of 9-1-1 calls to our highly-trained employee interpreters. Our 9-1-1 employee interpreters receive extensive vocabulary training and techniques to remain calm, composed, and professional during stressful calls. In addition, they receive training on topics such as domestic violence, home invasion, speaking with children, CPR, and many others.

#### Critical Areas of Value and Differentiation

**Trained Employee Interpreters and Large-Scale U.S. Contact Centers** – Our 2,000+ employee interpreters are HIPAA compliant and assigned to one of our eight secure, U.S.-based contact centers. They receive 80 hours of training that draws significantly on emergency-specific vocabulary and interpretation dynamics. We monitor our interpreters regularly, helping to guarantee that they follow protocols and maintain continuing education requirements.

Most interpretation companies run on an independent contractor 1099 model, which means they are legally prohibited from providing compulsory training. Since we rely on W2 employee interpreters, we can lawfully train our employee interpreters to our standards and help them continue improving with ongoing training.

**Hands-On, Dedicated 9-1-1 Account Manager (AM)** – Day-to-day client support is provided by Bill Martin, National 9-1-1 Account Manager. Mr. Martin specializes in the PSAP and 9-1-1 sectors and routinely attends national 9-1-1 conferences. He is responsible for all aspects of your program and will continue to conduct no-cost quarterly business reviews and proactively share best practices for improvement. As part of his proactive approach, Mr. Martin is in contact with Cal OES almost weekly.

**Robust Reporting Capabilities** – Cal OES receives free monthly customized account management reports. Our reports are also available through our account management portal that allows Cal OES to view your call and usage data on a granular level, 24/7/365. Cal OES's data for any call is available within minutes of the call's end. Ad-hoc reports such as your requested monthly, quarterly, and annual reporting criteria are available within 24 hours of the request.

**Accredited Quality and Security** – Our comprehensive services platform is governed by five quality accreditations by the International Organization for Standardization (ISO). Our ISO accreditations include quality management, community interpretation, written translation, and information security management. Together, our ISO accreditations ensure the highest security, compliance, and the best and most consistent delivery of language services.

**Superior Capacity / Dedicated Workforce Management Team** – CyraCom's historically fast Average Speed of Answer (ASA) is achieved thanks to our dedicated Workforce Management Team (WFM). We monitor all volumes hourly, allowing us to scale capacity with our 2,000+ employee interpreters quickly. Our WFM team and business model have allowed us to increase call capacity by as much as 20% when call surges occur.

### **Pricing and Cost with CyraCom**

**Unified Pricing for Phone, Spoken Video, and Tele-Connect** – Our pricing is straightforward, transparent, and all-inclusive. CyraCom clients receive a single unified rate for remote spoken interpretation – whether you use an interpreter on the phone, via video, or in a teleconnection session.

With CyraCom, you also only pay for the minutes the interpreter is on the line.

CyraCom agrees to all service level financial penalties.

Please note that our pricing terms are Net 30-day.