

**UNITED LANGUAGE GROUP, INC. – STATEWIDE LIMITED TELEPHONIC AND
REMOTE INTERPRETER SERVICES - MA-2022-05**

**USER INSTRUCTIONS FOR MASTER AGREEMENT
(LEVERAGED PROCUREMENT)**

The User Instructions are provided for the Statewide Limited Telephonic and Remote Interpreter Services Master Agreement with **United Language Group, Inc. a Propio Company**. The Judicial Council issued a Request for Proposal seeking vendors that could provide Statewide Limited Telephonic and Remote Interpreter Services to the judicial branch. Any judicial branch entity that wants to use the master agreement must enter into a Participating Addendum with the vendor. Please carefully review these User Instructions.

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<p>Services: Statewide Limited Telephonic and Remote Interpreter Services.</p> <p>The JBEs interested in using the master agreement should send an email or contact Karla Solis (ULG/Propio account manager) directly.</p> <p>This Master Agreement has been amended to include American Sign Language services on videoconferencing platforms, such as Zoom, Cisco Webex, Microsoft Teams, etc. Please refer to Amendment 1 and the updated version of Exhibit 6, Fees, Pricing, and Payment Terms, Section 2, Pricing. For JBEs interested in requesting these services, please refer to Attachment A in Amendment 1.</p>
<p>Entities eligible to procure under the Master Agreement:</p> <p>The following entities are eligible to be Participating Entities: all of the California Superior Courts (collectively, “Superior Courts” or “Trial Courts”), all of the California Courts of Appeal, the California Supreme Court, the Judicial Council of California, and the Habeas Corpus Resource Center. Any of the aforementioned Judicial Branch Entities (JBEs) or they may be referred to individually as a “JBE,” by executing a Participating Addendum with Contractor, shall be deemed a Participating Entity and shall have the right to participate in this Agreement.</p>
<p>Contract Number: MA-2022-05</p> <p>Please Use Tax ID# 41-1597895</p>
<p>Contract Term</p> <ul style="list-style-type: none">• Effective Date: 7/1/2022• Initial Term: 5 years• Final Term Expiration Date: 6/30/2030• Options to Extend: Three-1 year option
<p>Only the following entities are eligible to procure under the Master Agreement: Any Court that signs a Participating Addendum.</p> <p>The term of the Master Agreement is from July 1, 2022 - June 30, 2027, with three 1-year option terms.</p> <p>This is a non-exclusive agreement. Judicial Council may also enter into additional agreements with other contractors as it deems appropriate. For the Participating Addendum please see Exhibit 7 of the Master Agreement.</p>

A. Process

Any Judicial Branch Entity (JBE) that orders goods and/or services under this Master Agreement must enter into a Participating Addendum with the Contractor (Exhibit 7 of the Master Agreement contains the Participating Addendum form).

Contractor will provide Statewide Limited Telephonic and Remote Interpreter Services to the Courts that elect to engage Contractor for such services.

This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of Work.

This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of Work.

B. Participating Addendum

The provision for Participating Addendum is found in Exhibit 7. Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following:

- (i) Each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum;
 - (ii) The Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and
 - (iii) The term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document.
- 2) Any term in a Participating Addendum that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE.
- 3) Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.
- 4) The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations.
- 5) This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work.

C. Description of Services

- 1) Contractors to provide the JBEs with on-demand Telephonic and Remote Interpreter Services, in compliance with the requirements set forth below, (Interpreter Services) on a limited basis when the applicable JBE is unable to secure a California certified or registered court interpreter to provide interpretation.
- 2) "Interpreter Services" are competent language interpretation services, including "Remote Interpreter Services" for American Sign Language (ASL) Interpreter and Certified Deaf

Interpreter (CDI) services. The Interpreter Services are only accessible using a telephone number, with the exception of Remote Interpreter Services for ASL and CDI services, which by necessity require the use of video and audio.

- 3) These Interpreter Services may be utilized in such settings as, courtroom proceedings, court services and programs, self-help centers, public counters, and other court-related settings where Interpreter Services are needed by the public. Use of Interpreter Services shall be consistent with applicable law, including but not limited to, the Trial Court Interpreter Employment and Labor Relations Act (Gov. Code §§ 71800-71829) and applicable memoranda of understanding between the court interpreter collective bargaining regions and recognized employee organizations.

Requirements

The following table provides further information on the services that will be provided.

#	Requirement	Description
1.0	Spoken Language Interpretation	Contractor must provide on-demand telephonic Interpreter Services in multiple spoken languages, including but not limited to the following fourteen (14) most interpreted spoken languages according to the <i>2020 Language Need and Interpreter Use Study</i>): <ol style="list-style-type: none">1. Arabic2. Armenian (Eastern)3. Cantonese4. Farsi5. Hmong6. Khmer7. Korean8. Lao9. Mandarin10. Punjabi11. Russian12. Spanish13. Tagalog14. Vietnamese
2.0	Remote Interpretation Languages	Contractor must provide on-demand Remote Interpreter Services, including video and audio for American Sign Language (ASL) and Certified Deaf Interpreters (CDI).

#	Requirement	Description
3.0	Requirements: Limited Telephonic Interpreter Services	<ul style="list-style-type: none">➤ Access to spoken language Interpreter Services set forth in Requirement 1.0 of this table must be provided telephonically on-demand. Contractor must provide a single, toll-free number to access all said Interpreter Services, as well as conference-calling services and capabilities for interpreted calls.➤ Contractor must also provide JBEs with the ability to reserve or schedule a telephonic interpreter in advance of the actual time needed.➤ Contractor must provide interpreters for the list of languages offered, the time frame when the interpreter can be available, and what percent of the time that this commitment can likely be achieved.
4.0	Requirements: Limited Remote Interpreter Services for ASL and CDI	<ul style="list-style-type: none">➤ Contractor must provide on-demand access to Remote Interpreter Services, including Video Remote Interpreting, for individuals who are deaf or hard of hearing (Hearing-Impaired), including ASL and CDI. The Video Remote Interpreting is a service that uses video conferencing technology to access an off-site interpreter to provide real-time sign language or oral interpreting services for conversations between hearing individuals and Hearing-Impaired individuals.➤ Contractor must also provide JBEs with the ability to reserve or schedule a remote interpreter in advance of the actual time needed.➤ Proposals must include whether Contractor intends to use a third-party video conferencing technology platform or its own proprietary platform to deliver access to its Remote Interpreter Services and information or instructions regarding the manner in which a JBE and/or Hearing-Impaired individual will access the platform and Contractor's Remote Interpreter Services.➤ Solutions must have the capability for breakout rooms that allow confidential conversations between the Hearing-Impaired individual, attorney, and court interpreter before, during, and after the hearing.➤ Solutions must also meet the following performance standards:<ul style="list-style-type: none">○ real-time, full-motion video and audio over a

#	Requirement	Description
		<p>dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags; choppy, blurry, or grainy images; or irregular pauses in communication;</p> <ul style="list-style-type: none">○ a sharply delineated image that is large enough to display the interpreter’s face, arms, hands, and fingers, and the face, arms, hands, and fingers of the person using sign language, regardless of his or her body position;○ a clear, audible transmission of voices; and○ adequate staff training to ensure quick set-up and proper operation. <p>➤ Contractor may also provide additional options for remote access to ASL interpreter and CDI services, such as Video Relay Service interpreter services or other such services.</p> <p>➤ Proposals must include minimum technology and equipment specifications necessary for JBEs and Hearing-Impaired individuals to ensure each has the equipment and technology necessary to access the Remote Interpreter Services.</p>
5.0	Interpreter Credential and Certification Requirements	<p>➤ Contractor must provide the list of languages for which it offers interpreters, the time frame when the interpreter can be available, and what percent of the time that this commitment can likely be achieved.</p> <p>➤ Contractor must provide training, assessment, and ongoing monitoring of interpreters’ compliance with standard court interpreter protocols and ethical canons as stated in California Rule of Court 2.890 and the Professional Standards and Ethics for California Court Interpreters.</p> <p>➤ Contractor must verify the competency of interpreters (see Knowledge, Skills, and Abilities Essential for Court Interpretation) and maintain on file documentation of the credentials and/or qualifications of each interpreter, to be made available at the JBE’s request. Documentation should include:</p> <ul style="list-style-type: none">○ Verification of California-credentialed court

#	Requirement	Description
		<p>interpreter status (or otherwise qualified);</p> <ul style="list-style-type: none"> ○ The language(s), level, and type of competency tested and verified (e.g., general conversational, legal, etc.); the score or rating assigned to identify the interpreter's level of competency, including listening comprehension and interpreting skills in English and the foreign language; and the date the interpreter's competency was tested and verified; ○ Information that provides how the interpreter's competency is tested and verified; information that provides how the interpreter's knowledge, skills, and abilities are monitored and how the contractor can ensure the quality of interpretation; ○ That the interpreter has a minimum of two (2) years of professional interpreting experience; in the case of languages of lesser diffusion, this requirement may be waived by agreement of both parties to this Agreement before services begin; ○ That the interpreter has engaged in continuing education and training to maintain or improve the interpreter's knowledge, skills, and abilities. ○ Verification of the following certifications from the Registry of Interpreters for the Deaf (RID) for ASL and deaf interpreters: <ul style="list-style-type: none"> ▪ The Specialist Certificate: Legal (SC:L), specified by the Judicial Council for ASL court interpreters ▪ Generalist certificate, Certified Deaf Interpreter (CDI) for deaf interpreters
6.0	Reporting Services	<p>➤ At no further cost, Contractor must provide the Judicial Council with quarterly reports in conjunction with invoicing, indicating services provided for that quarter. Reports should include, at a minimum: the language of the service provided; the name of the requesting court; the length of the proceeding or service provided; and the credentials and/or qualifications of the interpreter</p>

#	Requirement	Description
		provided.
7.0	Other Requirements	<ul style="list-style-type: none">➤ Contractor may not charge the JBEs a minimum use fee for the non-usage of services.➤ The JBEs will have the right to affirm or decline the usage of a particular interpreter.➤ The JBEs will not pay or reimburse for any expenses incurred by the contractor for scheduled quarterly meetings or for any meetings relating to unsatisfactory performance issues.➤ Solutions (telephonic and remote) need to support both consecutive interpretation (in open court when the speaker pauses after one or two sentences and allows the interpreter to interpret from the source language to the target language before the speaker continues on with their speech) and simultaneous interpretation (when the interpretation from the source language to the target language happens in real time), allowing the interpreter to toggle back and forth between consecutive and simultaneous interpretation modes as necessary.

D. Compensation Provisions

The Master Agreement, Exhibit 6 contains the Fees, Pricing and Payment Terms.

The JBEs are encouraged to negotiate lower prices than the prices set forth in Exhibit 6. However, the Contractor may not charge higher prices than the prices set forth in Exhibit 6.

- a) The JCC does not make advance payments for services.
- b) Payment is made based on completion of services as provided in the agreement between the JBE and the Contractor.
- c) Payments shall be made according to milestone payment schedules. The milestone payments must be based on key deliverables identified in the JBE's Participating Addendum.
- d) The JBE may withhold 10% of each invoice until receipt and acceptance of the final deliverable. The amount withheld may depend on the length of the services and the payment schedule provided in the agreement between the JBE and the selected Proposer.

- e) Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.
- f) All fees and charges should be inclusive of any and all anticipated materials, fees, and other costs and/or expenses incidental to the performance of the specified requirements of this Agreement. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement. The JBE will not pay for any reimbursable expenses incurred, such as travel and per diem expenses.
- g) Contractor may not charge the JBEs a minimum use fee for the non-usage of services.
- h) The JBEs will not pay or reimburse for any expenses incurred by the Contractor for scheduled quarterly meetings or for any meetings relating to unsatisfactory performance issues.
- i) The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE.
- j) If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request. At its option, the JBE may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.
- k) Please refer to Exhibit 6 of the Master Agreement for the Pricing Table.

E. Miscellaneous Information

- a) Per Trial Court Financial Policies and Procedures Manual FIN 5.01, section 6.6, JBEs will need to create a purchase order to encumber funding for the purposes of paying invoice(s) related to the purchased products and services.
- b) The court should review the entire contract and contact Tracy Matthews if they have any questions. Tracy can be reached at 916-263-1860 or Tracy.Matthews@jud.ca.gov.
- c) Master agreement copy is available at <https://www.courts.ca.gov/procurementservices.htm>, under "Limited Telephonic & Remote Interpreter Services."
- d) Please contact JCC Project Manager, Eunice Lee with specific questions regarding Statewide Limited Telephonic and Remote Interpreter Services or if your court has issues or concerns that cannot be immediately resolved. Eunice can be reached at 415-865-7748 or Eunice.Lee@jud.ca.gov.

- e) This Master Agreement has three 1-year option terms to extend. Courts will be notified when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.
- f) JBEs may contact JCC Legal Services if they need any legal assistance with the contract provisions or in the execution of a Participating Addendum with the Contractor.