

# **DAVIS JOINT UNIFIED SCHOOL DISTRICT**

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of October 1, 2020 (the “Effective Date”) by and between the Davis Joint Unified School District, a public school district of the State of California (the “District”), and CommGap (“Provider”). The District and the Provider are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This Agreement is made with reference to the following facts:

**WHEREAS**, the District requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

**WHEREAS**, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Provider is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, the District desires to engage Provider pursuant to Government Code Section 53060 because of Provider’s special expertise and experience, and Provider desires to be engaged by the District; and

**WHEREAS**, the District and Provider desire to reduce to writing the terms and conditions of the District’s engagement of Provider; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

### **ARTICLE 1. SERVICES TO BE PERFORMED BY PROVIDER**

#### **Section 1.1 Performance Of Services.**

Provider agrees to perform services for the District as described in Appendix A to this Agreement (the “Services”) and shall provide other services as may be requested by the District from time to time.

#### **Section 1.2 Method Of Performance And General Supervision.**

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider’s work to ensure its conformity with the terms of this Agreement.

### **Section 1.3 Employment Of Assistants.**

Provider may, at Provider's own expense, employ such assistants as Provider deems necessary to perform the services required of Provider by this Agreement. District may not control, direct, or supervise Provider's assistants or Providers in the performance of those services.

### **Section 1.4 Provider's Certifications, Representations and Warranties**

Provider makes the following certifications, representations and warranties for the benefit of the District. Provider acknowledges and agrees that the District, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider's engagement hereunder.

(a) Provider is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

## **ARTICLE 2. TERM AND TERMINATION**

### **Section 2.1 Term.**

(a) This Agreement shall become effective on the Effective Date and shall continue through June 30, 2021 (the "Term"), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below. Pursuant to Education Code Section 17596, the Agreement Term including all renewals shall not exceed five (5) years.

### **Section 2.2 Termination.**

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Provider or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by District, the District shall pay the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.2 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by District without cause, upon twenty (20) days written notice to the Provider. In the event of a termination without cause, the District shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Provider the undisputed amounts due under this Agreement.

(f) The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

## **ARTICLE 3. COMPENSATION**

### **Section 3.1    Terms Of Payment.**

In consideration for all Services to be performed by Provider, the District agrees to pay Provider up to Eight Thousand Dollars (\$8,000.00) for interpreter services as detailed in Appendix A. Provider shall submit to the District a statement of Services rendered with each invoice. The District agrees to pay the amount due to Provider for the Services within 30 calendar days from receipt of the invoice.

### **Section 3.2    No Payroll or Employment Taxes.**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

### **Section 3.3    [Reserved]**

### **Section 3.4    Accounting Records of The Provider.**

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between the District and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

## **ARTICLE 4. OTHER OBLIGATIONS OF PROVIDER**

### **Section 4.1    Nonexclusive Services.**

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion, chooses.

### **Section 4.2    Workers Compensation and Unemployment Insurance And Licenses.**

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's employees, agents and independent Providers, as may be required by law.

### **Section 4.3    Materials and Equipment.**

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

#### **Section 4.4 Licenses, Permits, Fees and Assessments.**

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Provider's performance of the Services required by this Agreement.

#### **Section 4.5 Fingerprinting.**

For any work performed by Provider at District facilities, if and when requested by the District, Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

#### **Section 4.6 Confidentiality.**

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of clients of the District. Provider covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

- (a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;
- (b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;
- (c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and
- (d) Any use of the Confidential Information by Provider other than for the District's benefit in connection with the business relationship between Provider and the District

established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Provider.

#### **Section 4.7 [Reserved]**

#### **Section 4.8 Insurance.**

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

#### **Section 4.9 Indemnification.**

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

#### **Section 4.10 Return of District Property.**

On the termination of this Agreement or whenever requested by the District, Provider shall immediately deliver to the District all property in Provider's possession or under Provider's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

## **ARTICLE 5. PROVIDER'S WORK PRODUCT**

### **Section 5.1    Ownership of Provider's Work Product.**

(a)     Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b)     Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute "works made for hire."

(c)     The provisions of this Section shall not apply to any of Provider's rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider's own time, and which:

(i)     Does not relate, at the time of conception or reduction to practice of the invention, to District's business or to District's actual or demonstrably anticipated research or development; or

(ii)    Does not result from any work performed by Provider for District.

### **Section 5.2    Use of Copyrighted Materials.**

Provider warrants that any materials provided by Provider for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by District pursuant to this Agreement satisfy this requirement. Provider agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys' fees to which District is exposed on account of Provider's failure to perform this duty.

## **ARTICLE 6. GENERAL PROVISIONS**

### **Section 6.1    Disputes Resolution.**

In the event of any disputes or disagreement between the District and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced

until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

## **Section 6.2 Default.**

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

## **Section 6.3 Amendments.**

This Agreement may not be altered or modified, except by a writing signed by the Parties.

## **Section 6.4 Status of Provider.**

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

## **Section 6.5 Governing Law.**

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

## **Section 6.6 Notices.**

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:



**To the District:**

Attn: Amari Watkins  
Associate Superintendent of  
Business Services

Davis Joint Unified School District  
526 B Street  
Davis, CA 95616-3811

**To the Provider:**

Attn: Meg Harris

CommGap  
7069 So. Highland Drive, Suite 201  
Salt Lake City Utah 84121

Each Party may designate in writing such other place or places that notices and demands may be given.

**Section 6.7 Assignment.**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

**Section 6.8 Order of Precedence.**

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

**Section 6.9 Agreement Interpretation.**

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

**Section 6.10 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

**Section 6.11 Entire Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

**Section 6.12 Severability.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 6.13 Effect of Recitals.**

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

**Section 6.14 Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, pandemics, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

**DISTRICT:**

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Amari Watkins  
Associate Superintendent of Business Services

**PROVIDER:**

CommGap

By: \_\_\_\_\_

Name and Title:

**APPENDIX A**  
**SCOPE OF SERVICES**

See attached Interpreter Services Proposal.

# CommGap

**International Language Services**



**DJUSD**  
DAVIS JOINT UNIFIED  
SCHOOL DISTRICT

## INTERPRETER SERVICES PROPOSAL

801-944-4049  
info@commgap.com

**CommGap**  
International Language Services

September 4, 2020

Davis Joint Unified School District  
Attn: Kate Snow  
526 B Street  
Davis, CA 95616

**RE: Response to Request for Interpreter Services Rates**

Kate, per our conversation, I am including some information about CommGap and the services we offer. Please review and let us discuss any questions you may have.

You can contact me at any time, 801-944-4049 x 113 or by email at [meg.harris@commgap.com](mailto:meg.harris@commgap.com).

We look forward to working with the Davis Joint Unified School District!

Sincerely,

*Meg Harris*

Meg Harris

## Executive Summary

CommGap is a small woman/minority-owned full service international communications agency providing spoken word interpretation, document translation, voice-over, website translation, and localization. CommGap has provided language services for a variety of settings, topics, and group sizes since 2000. CommGap's turnkey approach provides complete language services, including document review, translation, and proofreading as part of its ongoing Quality Assurance Process. CommGap offers native speakers who are certified and trained professional linguists. The company also specializes in providing American Sign Language Interpreters at venues throughout the United States.

CommGap's reputation is second to none. We strive to provide the best quality combined with outstanding customer service. We are confident that our interpreters are the best trained and provide the best value to our clients.

CommGap is an active, corporate member of the American Translators Association (ATA) and a Charter Member of the Association of Language Companies (ALC). Lelani Craig, Owner and Founder of CommGap and a certified Spanish linguist, currently serves on the ALC's Board of Directors as Executive Treasurer. CommGap is certified by the Small Business Administration as a Woman-Owned and Minority-Owned Business and as a Small Disadvantaged Business. Ms. Craig is also Utah Chapter Manager for Women in Localization, one of the founders of Silicon Slopes Localization, and a certified Bridging the Gap Trainer

CommGap was recognized as one of the Top 50 diversity-owned businesses in the State of Utah (Div50). The award, received from DiversityBusiness.com, the nation's leading multicultural internet site, is given in recognition of the economic power of multicultural businesses.

## Services

CommGap offers the following services:

**Interpretation:** CommGap provides in person, over the phone and video remote interpreters. Our interpreters are available 24 hours a day, 7 days a week including holidays and weekends. We provide consecutive, simultaneous and escort interpreting. We also have portable equipment needed for meetings or large conventions.

**Translation:** We translate documents, websites, packaging, patents, certificates and contracts. Anything in written form can be translated by the experts at CommGap. We also provide Transcreation Services as part of our translation lineup.

**Testing and Training:** We are licensed Bridging the Gap Medical Interpreter training providers. We also hold one day Medical Interpreter Boot Camps. Our specialized over the phone Language Assessment, developed in conjunction with the Utah State Office of Education, verifies a person's fluency in two or more languages.

# **CommGap**

## **International Language Services**

**AI Powered Language Assessment:** In addition to our bilingual test, CommGap offers an AI-powered monolingual speaking test. In about 15 minutes and with no human interaction, a test-taker can be given an accurate understanding of their speaking proficiency. The test uses a well-researched language assessment approach called Elicited Imitation or EI. We test reading, grammar, vocabulary, and speaking skills in this single language test.

**Consulting:** Have a product with unique needs? Dealing with a specific language related situation? CommGap has subject matter specialists and consultants that can meet with you to review these and many other situations where a professional linguist provides the needed link to complete a project.

**Localization:** Simply translating may not be enough. CommGap can localize any text, software, product or marketing campaign so the target audience receives the correct message.

Contract POC:

Meg Harris, Business Development

[meg.harris@commgap.com](mailto:meg.harris@commgap.com)

(o) +1 801-944-4049 x 113

(m) +1 801-867-4700

7069 So. Highland Drive, Ste 201

Salt Lake City, Utah 84121

# CommGap

## International Language Services

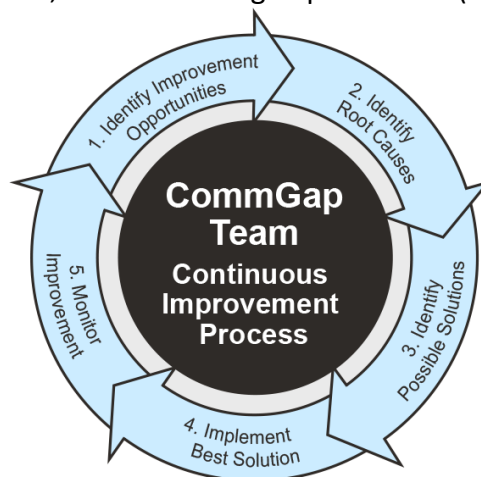
### CommGap's Experience:

CommGap has been providing language services in the private and public sectors since 2000. Each year, CommGap delivers approximately 22,000 hours of onsite interpretation, 40,000,000 minutes of telephonic interpreting and 4,800,000 translated words to agencies such as the State of Utah government offices, State of California government offices, Centene Corporation, and HealthNet. We have spearheaded national efforts to standardize qualifications for health care interpreters and we are the only agency in the State of Utah with a Level 2 license through Cross Cultural Healthcare to train and test medical interpreters. Our services are secure, encrypted and HIPAA-compliant. CommGap works closely with the refugee communities in the Midwest and western U.S. and provides medical interpreters for hospitals, clinics, and rural outreach, as well as mental health facilities, social services and insurance companies. We help schools communicate through both interpretation and translation services, providing support for Distance Learning Plans to support remote learning and Individual Educational Plans for all needs. We've provided access to LEP students by translating educational documents and parent outreach pamphlets and posters.

Some of our clients include Granite School District, California Rural Legal Association, Managed Health Network, Centene Health, California State Social Services, California Department of Health, Kern Health, National Institutes of Health, private hospitals and clinics throughout the United States, Utah Board of Education, and private companies such as Scentsy, Facebook, AT&T, Gildan and Reebok.

### Quality Assurance Plan

All operations and services provided by the CommGap Team are based on our Continuous Improvement Program (CIP). The CIP includes identifying root causes, identifying and implementing the best solutions, and monitoring improvement (as shown below).





# CommGap

## International Language Services

**Quality Assurance (QA):** *Prevents* defects by deploying and implementing the necessary plans and actions to confidently provide verifications, audits, and ongoing evaluation of quality factors that affect the adequacy of the design, specification, development, installation, and use of the product or service deliverable. QA includes a continuing evaluation of the adequacy and the effectiveness of processes, procedures, and deliverables with timely corrective measures and feedback.

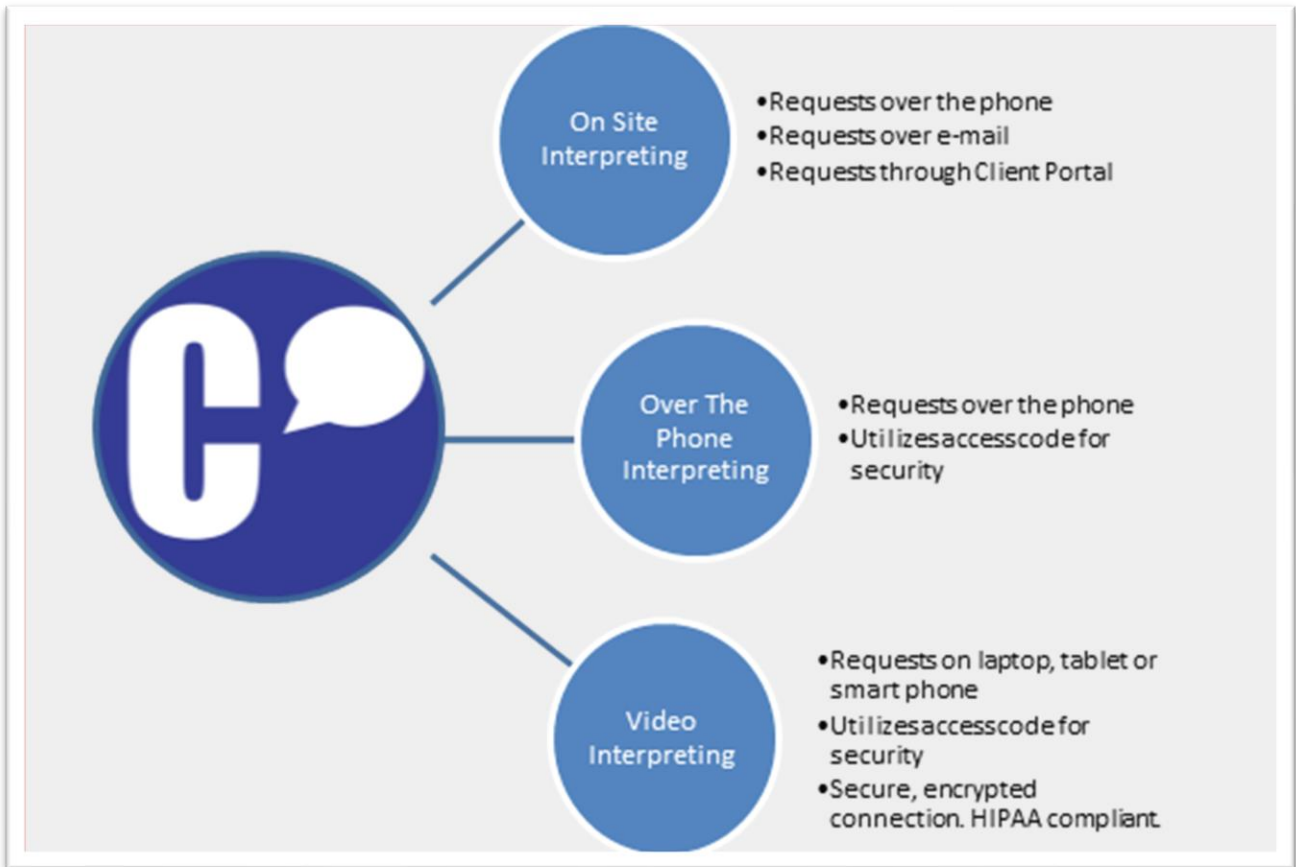
**Quality Control (QC):** *Detects* defects by evaluating processes and deliverables and eliminating causes of unsatisfactory performance at relevant stages of deliverable production.

Our QAP is based on lessons learned, and focuses on the proactive identification and mitigation of potential problem areas and corrective actions. Our QAP is an integral part of every step we take to ensure overall contract performance and fulfillment. While initial success starts with strong management, qualified candidates, and well thought-out processes, the ongoing success of this program requires that all monitoring and feedback are put to effective use. The CommGap Team takes a proactive approach to program quality assurance, including but not limited to:

- Regular quality control of this contract's products and services
- Well-defined communications plan
- Issue management
- Reporting
- Personnel supervision and oversight.

Another key element of QA for translation deliverables is technical subject matter. Our QAP defines the subject matter requirements for all linguists. We require our linguists to be formally trained, educated, or have a minimum of five years' experience translating the requisite subject matter, regardless of topic (medical research, public health, law, mathematics, chemistry, engineering, economics, telecommunications, etc.). Each subject domain carries its own nomenclature, and linguists are not experts on all subjects. Our objective is to produce translations that read smoothly and do not read as a stilted or awkward translation. Technical subject matter expertise by our linguists is critical to accomplishing that objective.

## Interpreter Request Process



## Our Solutions for Davis Joint Unified School District

We have considered your school district's unique needs and would like to recommend two solutions for requesting interpreters and holding both video and phone interpreter calls.

**Solution #1:** Pull our interpreters into your Zoom meetings (or any conferencing platform). We would recommend utilizing the current platform to maintain consistency and ease of use with the participating parties. To request an interpreter, you would either **give us a call** or **send an email** with the details for the meeting. We will schedule your interpreter and will just need a meeting link or code to provide to our interpreters. They will be ready for your meeting and join as a participant to the meeting.

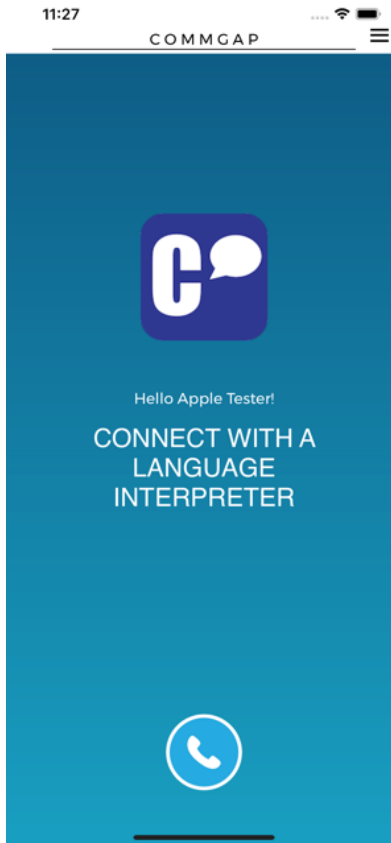
You can communicate pre-scheduled calls in any way you prefer: send an excel with weekly or monthly calls, call our number 24/7 to schedule each call separately, whichever you prefer!

# CommGap

## International Language Services

\*CommGap has our own platform for video and phone calls, CommGap Connect. We are happy to demonstrate CommGap Connect if you would like to consider a new platform to use.

**Solution #2:** Utilizing the CommGap App. From a computer, tablet, or phone, your staff members and team can hold in-person meeting and make home visits to families, using the CommGap App. Our App will allow you to have an interpreter within seconds in over 140 languages.



Video remote interpreting (VRI) 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 people and people who are deaf or have hearing loss. The new regulations give covered entities the choice of using VRI or on-site interpreters in situations where either would be effective. VRI can be especially useful in rural areas where on-site interpreters may be difficult to obtain. Additionally, there may be some cost advantages in using VRI in certain circumstances. However, VRI will not be effective in all circumstances.

If VRI is chosen, all of the following specific performance standards must be met:

# CommGap

## International Language Services

- real-time, full-motion video and audio over a 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;
- 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.

VRI is an Internet-based service that may be used via an internet connected desktop, laptop, tablet or phone that have speakers, microphone and camera. This service uses a high-speed Internet-based video connection to provide visual access to an interpreter who is in a different physical location. As in the case of on-site sign language interpreting services, VRI services are typically contracted and paid for on a fee-for-service basis. Unlike on-site interpreting services, which are often retained for a minimum period of time (i.e., two hours), VRI services are charged by the minute and have shorter minimums. However, VRI has limitations, which are explained further in this advocacy statement and should be considered a stopgap measure until an interpreter arrives on site.

### Recommendations

*Video Remote Interpreting Services ideal situation guidelines:*

- Appropriate technology to assure effective use of VRI
- Adequate high-speed Internet available
- Adequately trained staff to maintain VRI technology
- Appropriately qualified interpreters used by the VRI provider
- Appropriately trained staff in the use of VRI
- Outreach and education efforts to ensure efficient and effective use of VRI

### Network

- Dedicated high-speed (broadband) Internet connection to ensure high quality, clear, delay-free, full-motion video and audio;
- At least 768kps upload and download uninterrupted and continuous video calling;
- Firewalls must not impede or impair optimal video transmission;
- Security requirements, including HIPAA, should not be compromised;
- All endpoints should be connected through single link such as WAN circuit;
- Connections should be free from interferences caused by other equipment;
- All connections must be tested and recorded at least once a week; and
- All interpreters must meet the same technical standards from their end.

### Equipment

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- Viewer must have an unobstructed view of the monitor;
- Monitor should be at least 19.5 inches and viewed no more than 5 feet away;
- Monitor must be mobile and stable with adjustable height and overhead options;
- Minimum resolution of video camera should be 720p at 30 frames per second;
- All interfering programs and screensavers must be turned off;
- Computers, if used, must have a minimum processor speed of 2 GHz, at least 5GB free disk drive space, and a dedicated video card;

### **Interpreter Selection, Approval, Qualification and Training:**

All interpreters must be prequalified by CommGap's Vendor Manager to work for CommGap International Language Services.

### **Interpreters are qualified based on the following guidelines:**

- a) all interpreters must receive training specific to medical interpretation. Acceptable training platforms, other than our in-house training are Bridging the Gap, Global 1 Voice or other nationally acceptable trainings.
- b) all interpreters must receive a language evaluation to determine their skill level in the languages for which they will be interpreting.

### **CommGap's Interpreters are approved and trained for a specific assignment based on the following criteria:**

CommGap adheres to strict quality assurance for interpreting services which is based on the system employed by the U.S. Department of State and national medical interpreting standards. The system consists of three elements:

- a) preferential assignment of interpreters based on subject expertise;
- b) training of the interpreter(s) through the use and study of glossaries and/or written materials. This makes it possible for the interpreter to adopt and employ standardized and quality-assured terminology;
- c) identify any problem areas and implement a feedback loop for quality-assurance purposes.

### **Preparation of Interpreters for Assignments:**

The scheduling coordinator is also responsible for providing the interpreters with sufficient background and reference materials prior to each assignment (if applicable). Interpreters shall prepare for their assignments by reviewing the background materials provided, including glossaries and CommGap-produced training pertaining to the subject matter, as well as any reference or study materials that the project manager is able to obtain from the client.

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### Management and Evaluation of Interpreter Performance:

The scheduling supervisor is ultimately responsible for ensuring that a customer's needs are completely met. Therefore, before the interpreters begin performing their interpretation for any given assignment, the manager must confirm that the project manager has completed his/her respective tasks pursuant to the provisions above.

While most the work required of CommGap's interpretation services lies in the selection and preparation of interpreters prior to assignments, it is necessary to ensure that interpreters are performing satisfactorily on-site. This objective can be achieved either by: 1) the scheduling supervisor attending the event (assignment) to monitor the interpreters' performance directly; or 2) the scheduling supervisor contacting the client and interpreter(s) periodically during the assignment pursuant to a mutually agreed schedule to confirm that the client and interpreter(s) are satisfied and to learn of the status of the event and related developments.

### Interpreter No-shows

CommGap takes all complaints and problems very seriously and guarantees that all service problems, including those involving poor interpreter services, will be addressed within 24 hours of receiving the complaint. When interpreters don't show up for a scheduled appointment, the matter is handled immediately.

The first step in addressing the no show is to review and investigate what may have happened to cause the interpreter to not arrive at the appointment. We also evaluate the interpreter's whole history with CommGap, experience and any previous compliments, complaints, or other customer service issues he or she may have had. In cases of strong interpreter misconduct, the interpreter's contract with CommGap will be terminated, although in many cases the issue may be resolved with less severe reprimands or with retraining.

If a customer does not want a specific interpreter to interpret for them again, we can easily accommodate, as our system allows us to block interpreters from receiving assignments from a specific facility.

*CommGap's process for assigning, preparing and evaluating the performance of interpreters ensures that our clients will be able to communicate effectively face-to-face and at large events such as conferences or individual meetings.*

When there is an interpreter no-show, the client is never billed for the appointment.

### Communications and Problem Resolution

The CommGap Team's process for problem identification and resolution represents a team approach inside a defined structure. Our objective is to ensure uninterrupted support to our customers with the

very best quality and service levels. When problems occur, we acknowledge them and resolve them immediately. We then monitor performance to ensure that previous problems are not repeated.

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## **International Language Services**

### **Specialized Services**

CommGap can provide same day (rush or expedited), 24-hour and year-round services. Our phones are answered 24 hours a day and we answer emails between 7 am and 7 pm Mountain Time. We can accommodate special time requests as we have Project Managers covering different time zones.

### ***INTERPRETATION DEPARTMENT***

CommGap's in-house interpreter scheduling department handles a variety of request all over the USA. We utilize a scheduling system that has been customized to our needs and for the benefit of our clients.

Our schedulers follow these steps in the fast moving and evolving world of interpretation:

1. Risk Assessment: Upon project review, they identify, estimate, manage and evaluate possible risks. This is especially important with delicate, confidential requests.
2. Risk Reporting and Communication: Most risks can be managed by the project manager. When necessary, it can be escalated to the department manager or above. Communication is a constant before, during and after the project. Interpreting deals with a lot of time sensitive situations.
3. Risk Management: When needed, risk is reviewed and managed following the four steps mentioned above. A final review is conducted. Due to the sensitive nature of interpreting, management becomes key.

### ***INSURANCE COVERAGE***

CommGap carries professional liability, Errors and Omission and other critical insurance coverage. Our business model focuses on linguists that are properly tested, trained and monitored. However, we carry appropriate insurance coverage for the protection of our clients. We do everything possible to minimize our clients' legal risks.

## Interpretation Pricing

### Video Remote Interpreting (VRI)

Spanish (On-demand)	15-minute minimum	\$1.35 per minute
Other Languages (Pre-scheduled)	15-minute minimum	\$1.45 per minute
ASL (On-demand)	15-minute minimum	\$2.25 per minute

### **Reduced Rate (more than 5,000 minutes monthly)**

Spanish (On-demand)	15-minute minimum	\$1.20 per minute
Other Languages (Pre-scheduled)	15-minute minimum	\$1.35 per minute
ASL (On-demand)	15-minute minimum	\$2.00 per minute

### Over the Phone Interpreting

Spanish (On-demand)	1-minute minimum	\$1.20 per minute
Other Languages (Pre-scheduled)	1-minute minimum	\$1.20 per minute

### **Reduced Rate (more than 5,000 minutes monthly)**

Spanish (On-demand)	1-minute minimum	\$1.00 per minute
Other Languages (Pre-scheduled)	1-minute minimum	\$1.00 per minute

Videotaped or Televised Assignments may incur additional costs

Charges after minimum are calculated on 15-minute or 1-minute increments

Cancellations: We require 24 business hours for spoken languages and 48 business hours for ASL. Otherwise, appointment will be billed as requested.

To ensure the occupational safety of our ASL interpreters, assignments 1.5 hours or longer will require 2 interpreters. The number of interpreters required will be determined by CommGap based on the complexity of the assignment. In certain circumstances, assignments shorter than 1.5 hours may require two interpreters.



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CommGap Team's Languages Performed			
Acholi	Filipino	Krio	Samoan
Afan Oromo	Finnish	Kunama	Sara
Afrikaans	Flemish	Kurdish	Serbian
Akan	Fon	Kyrgyz	Serbo-Croatian
Akateco	Foochow (Fuzhou)	Ladino	Shanghainese
Albanian	French (Canadian)	Lanna	Shona
American Sign Language	French (European)	Lao	Sichuan
Amharic	French Creole	Latvian	Sinhalese
Anuak	Fulani	Lingala	Sign
Arabic	Fulde	Lithuanian	Sindhi
Arabic (Egyptian)	Fur	Litzeburgesch	Sinhalese
Arabic (Levantine)	Fuzhou	Luganda	Slovak
Arabic (Sudanese)	Ga	Luo	Slovene
Arabic (Yemeni)	Gaelic	Luyia Bukusu	Somali
Armenian	Gallego	Luyia Logooli	Somali Bantu
Ashanti	Garre	Maay Somali	Soninke
Assyrian	Georgian	Macedonian	Spanish (Castillian)
Azeri	German	Malagasy	Spanish (Latin American)
Bahasa (Malaysia)	Grebo	Malay	Swahili
Baluchi	Greek	Malayalam	Swedish
Bambara	Guak	Maltese	Tachelhit
Bantu	Guarani	Mam	Tagalog
Basque	Gujarati	Mandingo	Taiwanese
Bassa	Haitian Creole	Marathi	Tajik
Belorussian	Hakha (Chin)	Marshallese	Tamazite
Bemba	Hakka (Chinese)	Mende	Tamil
Bengali	Hassaniya	Meru	Tatar
Bini	Hausa	Mien	Telugu
Bosnian	Haya	Mixteco (Alto)	Teochew
Brahui	Hebrew	Mixteco (Bajo)	Thai
Bulgarian	Hindi	Moldovan	Tibetan
Burmese	Hmong	Mongolian	Tigrinya
Cambodian	Hungarian	Montenegrin	Tiv
Cameroon Pidgin English	Iban	Moore	Toisan/Toisanese
Cape Verde Creole	Ibibio	Mushunguli	Tonga
Catalan	Icelandic	Myanmar (Burmese)	Trukese
Cebuano	Igbo	Navajo	Tsonga
Chaldean	Ilocano	Nepali	Tswana
Chamorro	Ilonggo	Newari	Turkish
Chechen	Indonesian	Nigerian Pidgin English	Turkmen
Chin (Teditim)	Ingush	Norwegian	Twi
Chinese (Cantonese)	Italian	Nuer	Ukrainian
Chinese (Fukianese)	Japanese	Nuristani	Urdu
Chinese (Fuzhou)	Jarai	Nyanja	Uyghur
Chinese (Mandarin)	Javanese	Oromifa	Uzbek
Chinese (Simplified)	Jula	Pampangan	Vietnamese
Chinese (Szechuanese)	K'iche' (Quiché)	Pangasinan	Visayan
Chinese (Taiwanese)	Kalenjin	Pashto	Welsh
Chinese (Traditional)	Kammyang	Persian	Wenzhounese
Chukchi	Kannada	Pidgin English	Wolof
Chuukese	Karen	Polish	Xhosa
Croatian	Karenni	Ponapean/Pohnpeian	Xiemen
Czech	Kashmiri	Portuguese (African)	Yawi
Danish	Kazakh	Portuguese (Brazilian)	Yiddish
Dari	Khmer	Portuguese (European)	Yoruba
Dinka	Kikongo	Pulaar	Yugoslavian
Dutch	Kikuyu	Punjabi	Zaghawa
Estonian	Kinyarwanda	Q'anjob'al	Zande
Ethiopian	Kirundi	Quechua	Zarma
Ewe	Kituba	Rohingya	Zhangye
Fanti	Kizigua (Kizigula)	Roma	Zomi
Farsi	Korean	Romanian	Zulu
Fijian	Krahn	Russian	Zuni