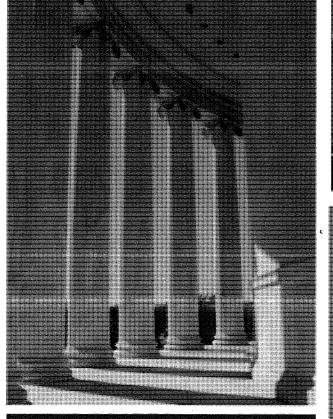
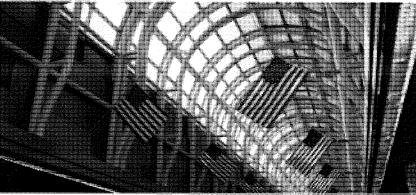


CyraCom International, Inc. 5780 N Swan Rd Tucson, AZ 85718 www.voiance.com



Todd Torman Senior Vice President (866) 742-9080 x1657 ttorman@voiance.com



Response to

Louisville Jefferson County

911 - Emergency Services Language

Interpretation

11/30/2016

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CyraCom International, Inc. primarily provides unified phone and video interpretation services, operating over 200,000 square feet of US employee interpreter contact center space. Your staff need consistent, reliable, and high-quality interpretation on each call, so we developed the most extensive network of lorge-scale interpreter contact centers — and the extensive processes that take place within them.

Within our seven centers (and counting), we hold standardized classroom training, conduct coaching and quality monitoring, and maintain rigorous security and privacy controls. The Company's focus on quality and large-scale interpreter centers has resulted in many top insurers, bonks, and government agencies contracting us for interpretation services.



Table of Contents

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Executive Summary	Pg. 3
Overview	Pg. 5
Company Background, History, and Experience	Pg. 6
Quality Assurance Practices	Pg. 10
Contact Center Metrics	Pg. 18
Security and Compliance	Pg. 21
Code of ethics, Confidentiality, and Non-Disclosure Agreements	Pg. 22
Data Reporting	Pg. 23
Languages Served	Pg. 25
Pricing	Pg. 26
Forms	Pg. 27
Form GFE-1	Pg. 27
Certificate of Insurance	Pg. 31
Appendix	Pg. 39
Language List	Pg. 40
Information Security Overview	Pg. 44
Interpreter Code of Ethics	Pg. 47
Boiler Plate Non-Disclosure Agreement	Pg. 49



9001:2008, 13611:2014, 17100:2015 Quality Management System Guidelines for Community Interpreting Translation Services

Executive Summary

Voiance welcomes the opportunity to respond to Louisville Jefferson County's Request for Proposal for 9-1-1 Emergency Services Language Interpretation.

Voiance understands that Louisville Jefferson County values efficiency and quality when supporting its diverse caller population with language services. Voiance believes its expertise in 9-1-1 calls and training, as well as an extensive PSAP client base make it an excellent partner for providing language services.

The average speed of answer for all languages for 9-1-1 calls, in the most recent reporting period, is 3 seconds. Voiance believes the references provided can speak to the efficiency and effectiveness of 9-1-1 interpretation with Voiance.

Large-Scale Interpreter Contact Centers: How Interpretation Should Be

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Large-scale interpreter contact centers featuring extensive training classrooms and technology make Voiance's services possible.

Some vendors claim to have interpreter call centers or keep services in the United States which may sound similar to Voiance's offering. In order to avoid any false or misleading claims, Voiance strongly recommends investigating or requesting, at a minimum, the following:

- Address and square footage of the sites or specific suites leased or owned (not the size of the lot or building that the suite is part of).
- Pictures or other documentation of the call centers or features described.
- Confirmation of the employment status of staff in the centers:
 - o Are they employees (scheduling lawful) or contractors (scheduling unlawful)?
 - What percent are customer service reps vs. interpreters and do they split their time between multiple roles?

Calls to Voiance are answered by employees in large-scale interpreter contact centers - these interpreters do not share dual roles as operators or customer service agents.

The Company's 120-hour interpreter training and certification course and continued quality monitoring of interpreters demonstrates Voiance's dedication to providing clients with quality services. Voiance holds a certification for and receives audits under the International Standards Organization's (ISO) 9001:2008 Quality Management System standard. Effectively applied, the standard promotes quality and continuous improvement in services.





Pictures and Features in the Large-Scale Interpreter Contact Centers

You need highly-skilled 9-1-1 interpreters trained to exacting standards, so employee interpreters graduate from a 120-hour, comprehensive certification program with both written and oral examination.





You need assurance that quality doesn't begin and end with initial training, so our interpreters work as a team with a supervisor to help and coach them for the lifetime of their employment.

You need interpreters fast for prompt dispatch of emergency response personnel, so we made it easy for your staff to quickly connect to an interpreter. And our workforce scheduling staff is on premises 24/7 to anticipate your call before it arrives.





You need to serve and protect County residents, so we provide your LEP callers with a consistently high-quality experience via our large-scale contact centers: controlled, professional 24/7 to anticipate your call before it arrives.



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Overview

Louisville Emergency Services EMA/MetroSafe is a 24 hours a day, 7days a week, 365 days per year operation and requires the same of over-the-phone interpretation services firm. The following is a sample of the languages that will require translation. This is not an all-inclusive list and in no particular order: *Arabic *Bosnian *Burmese *French *Hindi *Karen *Kurdish *Nepali *Russian *Somali *Spanish *Swahili *Vietnamese

Voiance operates 24/7/365 and offers hundreds of languages including the languages outlined by Louisville Jefferson County.



Company Background, History, and Experience

Provide information on the company ownership, size and length of time in business under the same name as current.

Voiance, a division of CyraCom, is the leading provider of language interpreting services to 9-1-1. The Company has been in business since 1995 but first incorporated under the name CyraCom International, Inc. in 1998. The Company's 2015 revenue was \$109.6M, which resulted in its 8th consecutive placement on the Inc. 5000. Voiance works with hundreds of PSAPs that request millions of minutes of interpretation annually.

With more than 10 offices across the United States and Europe, the Company operates the most extensive network of large-scale interpreter contact centers. The centers are audited under the ISO 9001:2008 standard and are PCI and HIPAA compliant. The Company has more than 1,800 employee interpreters who work out of the large-scale interpreter contact centers.

List key people who would be involved in this account and the level of experience each possess

Louisville Jefferson County's main point of contact is 9-1-1/Government Business Development Manager Michael Bernard.



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Michael Bernard 9-1-1 / Government Business Development Manager (520) 745-9447 x1850 mbernard@cyracom.com

Michael Bernard joined CyraCom in 2008. Now the 9-1-1/Government Business Development Manager, Michael was one of the original team members charged with starting the Voiance subsidiary. With his experience in government sales, Michael was responsible for obtaining the Company's Federal GSA and California CMAS schedules. Michael was instrumental in bringing 9-1-1 clients to Voiance.

Michael works with a team of Account Representatives and Managers who assist with implementation of new state and local agencies as well as other projects. He is a member of APCO, NENA, and holds a board position at iCERT; all organizations which are active in the field of Public Safety and Homeland Security.





Michael's career experience includes key roles in sales, marketing, operations, business development, and corporate management spanning three continents. He has co-founded multiple hardware and software technology companies, both public and private, and has served on several Boards of Directors.

Louisville Jefferson County's dedicated account manager will be Bill Martin.

Bill Martin Account Manger (520) 745-9447 x1708 bmartin@voiance.com

Bill Martin joined Voiance in 2013. In his role as the National 9-1-1 Account Manager, he is responsible for implementation of all new city, county, and state government accounts. He provides support and solutions to all accounts and proactively monitors all account activity. Bill has attended more than half a dozen 9-1-1 conferences and will continue to attend conferences nationwide.

Before he joined Voiance, Bill was a Gas Turbine/Propulsion Engineer in the Navy for four and a half years. He then worked for Wells Fargo for many years as a Business Sales Consultant before moving on to Business Sales at Transit Merchant Services. Bill has been instrumental in helping PSAPs gain fast access to high-quality interpretation services. Bill has worked with PSAPs ranging from three seats to more than 150 employees, ranging from singular locations to multiple locations spread across a geographic region.

Bill reports directly to the Director of Account Management, Robyn Glaser.



Robyn Glaser Director of Account Management (520) 745-9447 x1744 rglaser@voiance.com

Robyn Glaser is the Director of Account Management at CyraCom. Robyn has worked at CyraCom since 2006, starting out as an Implementation Specialist. Currently as a Director of Account Management, Robyn is responsible for managing the national Account Management team as well as key accounts in the Northeast region. In this role, Robyn assists the team with daily requests and approvals and works closely with various departments within the company. Robyn partners with key points of contact at facilities to help expand the scope of interpreter services in order to meet the needs of a diverse and





rapidly growing Limited English Proficient population and to help ensure effective patient/provider communication. Robyn has a B.A. in Organizational Communication from Fairfield University and a M.Ed. in Foreign Language Education from Rutgers University. Before joining CyraCom in 2006, Robyn worked for Cardinal Health managing hospital accounts in the Medical Products and Services division.

Robyn reports to VP of Client Satisfaction, Austin Wade.



J. Austin Wade VP of Client Satisfaction

Austin Wade joined CyraCom in 2010. As the Vice President of Client Satisfaction, Austin manages and administers customer support strategies and policies for all CyraCom accounts and is responsible for the overall management of the company's relationships with its thousands of clients. Austin also manages client-facing staff from across the United States, including strategic account managers and implementation specialists.

Austin's wealth of experience comes from over 35 years at Weil Brothers-Cotton, Inc., one of the top five international cotton-merchandising firms in the world, with revenues approaching \$1 billion. As Senior Vice President at Weil, Austin oversaw more than \$400 million in annual revenue and accumulated significant experience in sales, purchasing, operations, and personnel management. He has served on numerous industry boards throughout his career as well as being involved in his community through civic volunteerism and charitable board service. Austin graduated from Troy University with a Bachelor's of Science in Business Administration and Marketing.

Provide the names of three (3) current emergency services clients with a brief description of the service furnished to each along with contact name, title and email address.

County of Prince George 9-1-1 Charylynn Flaherty Director of Public Safety 240-832-1665 <u>cfflaherty@co.pg.md.us</u>

The County of Prince George 9-1-1 department has been a client since before 2010. The County of Prince George uses over 130,000 minutes of over the phone emergency interpretation annually. The County of Prince George is continually impressed with Voiance services, as well as how the Company conducts business, responds to client needs, and the level of communication. The County of Prince George has been so pleased with Voiance's services that they have offered to do a commercial for Voiance.



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9-1-1 Metro Nashville Lisa Fulton Communications Manager 615-401-6244 <u>lisa.fulton@nashville.gov</u>

The Nashville Metro 9-1-1 department came to Voiance in 2015 after experiencing a level of service that did not meet the department's expectations with another vendor. In addition to the 9-1-1 department, Voiance is servicing various Metro Nashville law enforcement agencies and Health and Human Service departments. Nashville Metro was very excited to become a Voiance client and feels that Voiance has met or exceeded their expectations. Nashville Metro is utilizing over 46,000 minutes of emergency over the phone interpretation annually.

Riverside California Fire

Theresa Williams 9-1-1 Communications Analyst 951-940-6386 theresa.williams@fire.ca.gov

Riverside California Fire came to Voiance in December of 2015. Before becoming a client, they were experiencing a level of service that did not meet the department's expectations and standards. Since becoming a Voiance client, Riverside California Fire has produced over 11,000 minutes annually and continues to provide very positive feedback regarding the Company's interpreters. One example of the feedback provided: a Company employee interpreter helped a new 9-1-1 call taker with maintaining control of a call with a difficult caller. The call resulted in lifesaving efforts.



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Quality Assurance Practices

Where are your interpreters located?

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CyraCom's employee interpreters are physically located in the United States, working in the most extensive network of large-scale interpreter contact centers. CyraCom's contact centers are located in five different states.



Are your interpreter's employees or contract interpreters?

Employee interpreters in large-scale contact centers handle nearly 90% of client call volume. While CyraCom does not subcontract interpretation services to third party organizations, the Company uses independent contracts for a small and declining amount of call volume - primarily for less frequently requested languages.





Some CyraCom clients have opted to use interpreters exclusively located in CyraCom's large-scale interpreter contact centers. Clients chose this model to further limit remote work from contractors. Pricing and language availability differ in this model.

Will any of this business be sub-contracted to another company? If so, what percentage (including languages) will sub-contract? Are these sub-contractors based in the US? If not where?

CyraCom does not expect to subcontract interpretation services to third party providers.

How are your interpreters recruited and trained to handle emergency service translation essentials?

Calls to Voiance route to interpreters trained and certified to interpret 9-1-1 and emergency service calls. Voiance believes PSAPs benefit from working with interpreters who are prepared for 9-1-1 scenarios - terminology, tone, and knowing the #1 priority is typically obtaining an address.

9-1-1 Certification Course Work

The Company takes linguistic resource training seriously given the high stakes with 9-1-1 calls and provides phone interpretation services to PSAPs across the country. Dozens of interpreter trainers, curriculum developers, and quality specialists work together to ensure quality interpreting for 9-1-1 clients.

The Company prepares certified employee interpreters for first-day competency. Interpreters actively participate in hands-on 9-1-1, and medical-related learning activities, skits, and breakout sessions with increasing complexity throughout the three weeks of training.

The Company's 9-1-1 interpreters receive training for specific skills, including the following:

- Quickly obtaining location and address of emergency
- Interpreting pre-arrival instructions, including CPR
- Matching dispatcher's urgency and tone
- Speaking with children

Topics emphasized in 9-1-1 training include:

- Medical emergencies and accidents
- Domestic violence and other violent crime
- Missing persons reports and identifying dead bodies
- Home invasion, burglary, reporting stolen goods

The training course includes 40 hours of supervised practicum. Throughout the practicum, each participant services live interpretation calls under the guidance and supervision of a trained interpretation coach.





How to Enter the Certification Program - Interpreter Recruiting Requirements

The Company has an intensive recruiting process. The Company requires that all interpreter candidates must possess a high school diploma or equivalent, and must pass:

- 1. Language assessment
- 2. In-depth screening interview
- 3. Three-step Interpreter Qualification Test
- 4. Background checks and security measures, including OIG/GSA and E-Verify

More information about the hiring process can be supplied upon request.

Leading Interpreter Certification Program

The Company's operations, including employee interpreter training and certification, conform to the International Standards Organization (ISO) 9001:2008 standard for Quality Management Systems, and are certified under the ISO 13611:2014 Community Interpreting Guidelines.

The Company was the first major unified phone and video interpretation provider in the US to operate under the guidelines of ISO 9001:2008, which aligns with the Company's mission of providing consistent, high quality interpretation via large-scale interpreter contact centers. All of the Company's employee interpreters are certified to interpret 9-1-1 and medical calls. The 120-hour certification course, ongoing coaching, continuing education, and skills training, reflect the needs of PSAPs. The Company bases training on national standards from APCO and NENA, research into common problems for specific immigrant groups, and site visits for PSAP clients.

To complete the interpreter certification program, candidates must pass specific recruitment qualifications, a language assessment, and the Company's 120-hour interpreter training course. The language assessment is based on the Interagency Language Roundtable (ILR) scale. Employee interpreter candidates **must score the equivalent of at least a "3 – Professional Working Proficiency"** on the ILR scale before beginning the 120-hour training course.

120-Hour Interpreter Certification Training Course

Interpreter candidates must successfully complete a rigorous 120-hour training during which they must demonstrate mastery of industry-recognized competencies necessary to perform interpretation accurately.

Training programs are led by dedicated training teams consisting of qualified instructors, training assistants, and interpreter coaches. The Company believes it is the only major interpretation provider that delivers in-class and instructor-led interpreter training in large-scale interpreter contact centers located in the United States. Other vendors primarily deliver training online, over-the-phone, or not at all.

The Company developed the most extensive network of large-scale interpreter contact centers in which dedicated employee interpreters work.



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Pictured: Interpreter Training course in Tucson, AZ

Interpreter Training Compared to the Industry

The 120 hours of training employee interpreters receive is three times longer than typical industry training.

120 hours Training

40 hours Typical Industry Training

Are you interpreters monitored? How often? Describe your monitoring program.

The Company's employee interpreters receive ongoing monitoring and feedback. Large-scale interpreter contact centers support monitoring by enabling on-the-spot feedback and face-to-face coaching.

Continuous Quality Monitoring Sessions with On-the-Spot Follow-Up

Quality monitoring staff and interpreter supervisors randomly monitor employee interpreters at a target frequency of 12 times a month. Monitoring evaluates at least 25 standards. These map to competencies taught in the Company's 120-hour interpretation certification course, ensuring ongoing training matches initial training standards. Interpreter supervisors sit in raised stations, overseeing teams of 18 interpreters, offering assistance, conducting side-by-side coaching, and monitoring for compliance. This practice has the benefit of immediately addressing an issue or praising excellent work.

Failure to meet expectations in quality monitoring sessions may result in a range of consequences including coaching, retraining, or termination.





Quality monitoring and coaching processes follow requirements laid out under the International Standards Organization's **(ISO) 9001:2008** certification.

Quality monitoring staff measure adherence to the following standards:

Interpreting Proficiency

- Accuracy and completeness
- Appropriate mode
- Fluidity and minimal hesitancy switching languages
- Effective short-term memory
- Accurate and concise notes

Language Proficiency

- Communicate proficiently in English
- Communicate proficiently in target language

Essential Protocols and Best Practices

- Follow established protocols and best practices with emphasis on job aids
- Perform an appropriate pre- and post-session
- Perform the principle roles of an interpreter appropriately
- Provide excellent customer service for all clients and call types

Continuing Education and Client-Specific Training in our Large-Scale Contact Centers

The Company identifies interpreter education and coaching opportunities during quality monitoring sessions. Continuing educational opportunities include routine workshops, industry-specific training, client-specific training, focused coaching, internal newsletters, and other methods as appropriate.

How familiar are your interpreters with 911 types of calls? Explain.

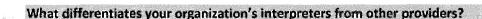
The Company's employee interpreters are experienced with 9-1-1 calls. Voiance services hundreds of PSAPs and handles millions of minutes of 9-1-1 calls annually.

The Company prepares employee interpreters for first-day, 9-1-1 competency. Employee interpreters are trained to quickly get the address and the nature of the emergency from the caller, acting as an extension of the call-taker. The Company's 9-1-1 interpreters receive training for specific skills, including the following:

- Quickly obtaining location and address of emergency
- Interpreting pre-arrival instructions, including CPR
- Matching dispatcher's urgency and tone
- Speaking with children

While all employee interpreters receive 9-1-1 training and are equipped to handle 9-1-1 calls, the Company also employs dedicated 9-1-1 interpreters.





The Company's employee interpreters are extensively trained to handle 9-1-1 calls. The Company has a dedicated group of 9-1-1 interpreters who only service 9-1-1 calls. Employee interpreters work in the most extensive network of US based, large-scale interpreter contact centers.

9-1-1-Focused Interpreter Training

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Operating the most extension network of large active interpreter context centers

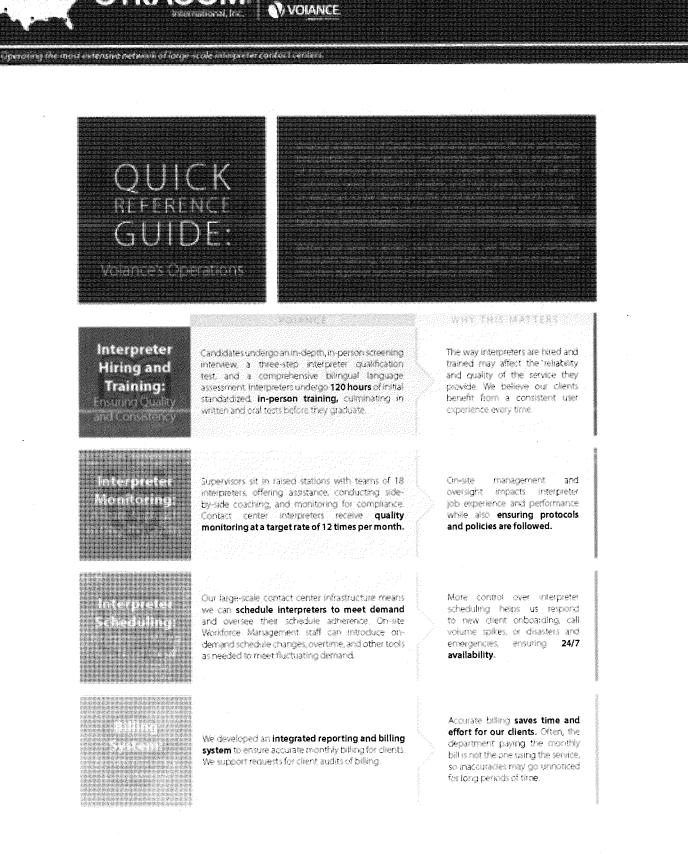
Classroom training teaches interpreters the terms and context of 9-1-1- calls, including

- Quickly obtaining location and address of emergency
- Interpreting pre-arrival instructions, including CPR
- Matching dispatcher's urgency and tone
- Speaking with children
- Medical emergencies and accidents
- Domestic violence and other violent crime
- Missing persons reports and identifying dead bodies
- Home invasion, burglary, reporting stolen goods

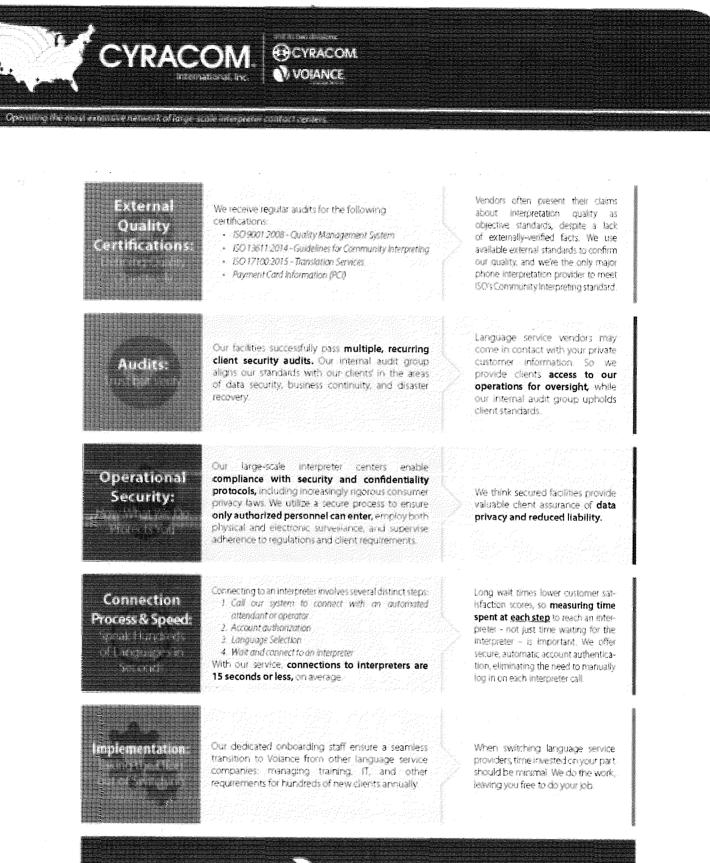
Voiance Quick Reference Guide

The following is Voiance's Quick Reference Guide which highlights the differences that come with using Voiance's services.











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2001.2000, 13031.2014, 12 100.2015 Quality Management System Guidelines for Community Interpreting Translation Services

Contact Center Metrics

What is your company's Average Speed of Answer (ASA) for your top five (5) languages?

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The table below represents Voiance's top serviced languages and their average speed of answer for 9-1-1 clients over the past six months.

Language	9-1-1 Calls Average Speed of Answer (in seconds)
Spanish	2.3
Mandarin	7.8
Cantonese	12.9
Vietnamese	7.1
Haitian Creole	10.2

The table below represents Voiance's top serviced languages and their average speed of answer for all clients over the past six months.

Language	All Calls Average Speed of Answer (in seconds)
Spanish	8.1
Mandarin	8.4
Vietnamese	8.5
Arabic	8.8
Russian	5.6

Across all languages and clients, the Company answers over 90% of calls in 30 seconds or less.

What is your average time to be connected to a language appropriate interpreter?

Voiance 9-1-1 clients experience priority routing to interpreters. 9-1-1 calls placed to Voiance will be serviced by an interpreter in **10 seconds or less**, on average, across hundreds of languages for emergency calls. The Company measures connection to an interpreter as the time between language selection and the interpreter joining the call. Connection time to interpreters for non-9-1-1 calls is 15 seconds, on average, across all languages.



Explain what happens if a wrong language is requested or provided.

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In the rare and unlikely event that a client is routed to an incorrect language--either because an incorrect language was requested, or through a Company misunderstanding--the interpreter will immediately notify the client that the speaker does not speak this language and offer to transfer the caller to Client Services for further assistance. A client service representative will assist with identifying the correct language and will route the client to an appropriate interpreter.

Similarly, clients can press "0" at any time during a call to be immediately routed to Client Services.

Can you assist in identifying a caller's language? Explain.

Yes, Company client service representatives (CSR) can help clients identify languages. If the client does not know the language needed or if the language cannot be identified, a CSR may ask for additional information:

- Request to speak to non-English speaker
- Non-English speaker's country of origin or geographic area/region
- Request to connect an interpreter from neighboring region to identify language/dialect

If the language is known but pronunciation is unknown, spelling may be requested. If the client believes they can pronounce the needed language of the caller they may utilize the Company's voice recognition for language selection. The Company was an early adopter of voice-activated language selection. The system is programmed for multiple forms of pronunciation to make language selection highly functional in many circumstances.

What is your current percentage of uptime (January 16 thru October 1, 2016)?

The Company provides 99.999% system availability, and the fault-tolerant telephone and networking systems have no single point of failure.

Explain how your organization maintains service in the event of a power outage or natural disaster.

The Company operates four redundant data centers, all of which are regionally diverse and capable of taking on several times their current volume in the event of a regional disaster.

Redundant Systems and Failover Process Ensures Continuous Availability

Voiance's services have successfully withstood natural disasters and other disruptions because of its ability to reroute calls to other data and contact centers.

The Company's Telecom Failover Strategy utilizes the Company's redundant data centers and splits incoming calls between the centers. A telecommunication disruption in one data center automatically forwards calls to the remaining data centers with virtually no interruption or degradation in service.





All of the Company's Data Centers and Contact Centers are connected using two different transport technologies (MPLS and Point-to-Point). Our network infrastructure is designed to withstand multiple component failures with automatic failovers and virtually no interruption or degradation in service.

Contact centers and data centers utilize hot-block diesel power generators for backup power, with 24 hours of energy capacity. More diesel fuel can be added as needed to maintain power.

Reliable, Secure Technology & Disaster Recovery Plan

The Company has a documented Disaster Recovery and Business Continuity Plan (DRP-BCP) program and annual DRP-BCP training. The DRP-BCP accounts for a variety of potential disasters; including pandemics, sickness, IT outages, adverse weather, and many other scenarios.

The DRP-BCP is tested monthly. The plan covers all areas of the Company's business and operations.



Security and Compliance

What security measures are in place to protect EMA/MetroSafe and its callers?

Voiance does not access or store client's sensitive information for the provision of interpretation (phone and video interpretation). Company employees are required to sign a confidentiality agreement, and the Company maintains policies and procedures that comply with the HIPAA controls regarding patient health information (PHI).

All employees and independent contractors must successfully complete a compliance module covering procedures regarding PHI and other client-sensitive information prior to employment, and annually as a condition of continued employment.

Management audits and enforces a clean desk policy on the call floor throughout the day, with interpreters required to shred all interpretation session notes. No cell phones are allowed at employee interpreter workstations. Employee interpreters can only access white-listed internet sites, such as electronic dictionaries. The Company's employee interpreters have no outbound external email access and are denied access to wireless networks.

The Company's information security and IT environments are independently audited and reviewed. External and internal vulnerability tests are conducted quarterly by an independent third party in order to maintain Payment Card Industry (PCI) Certification.

The Company's Information Security Overview document is attached.

What Federal Laws and other agreements are your interpreters required to be in compliance with?

The Company has a designated Privacy Officer who coordinates and manages the Company's compliance to all relevant privacy standards including:

• The Privacy Act of 1974

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- Federal Acquisition Regulation
- Code of Federal Regulations, Title 41 Social Security Administration Security and Confidentiality of Beneficiary Data
- Internal Revenue Service (IRS), Privacy and Disclosure Clauses
- Standards for Privacy of Individually Identifiable Health Information ("Privacy Standards") under the Health Insurance Portability and Accountability Act (HIPAA) for the U.S. Department of Health and Human Services
- CyraCom International, Inc. Confidentiality Standards

The Company requires interpreters to understand and adhere to Federal laws and regulations surrounding confidentiality and personal information. Confidentiality applies equally, without exception, to all information obtained from all clients, and remains in effect without time limit, regardless of the employee's employment or contract status.



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Code of Ethics, Confidentiality, and Non-Disclosure Agreements

Provide documentation and describe your process for assuring the above

Audits

The Company provides clients with access to Company operations for oversight. The Company's facilities pass multiple, recurring client security audits. An internal audit group aligns Voiance standards with clients' standards in the areas of data security, business continuity, and disaster recovery.

Code of Ethics

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Company employees adhere to a Code of Ethics that addresses all of the following areas: accurate time records and reporting, gifts and entertainment to Governments customers, hiring of former Government employees, protection of Government proprietary and source selection information, extending and receiving business courtesies, and personal and organizational conflicts of interest. The Company has an ethics compliance program, components of which include training and annual compliance certifications by employees.

Company employees are required to take the "Confidentiality and Ethics" training at hire and each year during the annual compliance acknowledgement period. Additionally, all interpreters must sign the Company's Interpreter Code of Ethics.

The Company ensures compliance with privacy rules through internal and external audits. HIPAA privacy rules and other legal, regulatory, contractual regulations, and requirements are enforced in the Employee Handbook and through the Information Confidentiality Agreement. Violation of confidentiality is subject to corrective action, including termination and legal action if applicable. A copy of the Code of Ethics is attached.

Binding Confidentiality Agreement

Company employee interpreters sign the Company's Ethics and Confidentiality agreement at time of hire, and CyraCom's independent contractors sign these forms at time of hire and then every three years for the length of their employment. The confidentiality documents state that any violation of confidentiality will result in corrective action including termination of employment or termination of contract. The Confidentiality/Non-disclosure agreement that independent contractors sign is attached.

Non-Disclosure Agreements

The Company has non-disclosure agreements with many clients, and is willing to discuss signing a nondisclosure agreement with Louisville Jefferson County. Attached is a boiler plate non-disclosure agreement.



Data Reporting

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What kind of reporting features are available through your company?

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The Company offers near real-time online reporting and believes it was one of the first companies to do so.

The Company's reporting system provides clients with 24/7 access to their call and usage data with extensive granularity on the level of detail. The online account management and reporting suite enables monitoring of phone interpretation usage with calendar views that outline hourly, daily, weekly, monthly, quarterly, or yearly data, which can assist in forecasting.

Reporting Features	Features Explained
Online Service	Clients can view usage, organize data, and even pay monthly invoices online.
Call Analysis Tool	An interactive, graphical reporting tool combining many features of other reports into one simple, easy-to-use tool.
Usage by Language	Clients use this report to view how their calls break down by language.
Usage per Department	This report enables viewing the total usage for different client billing departments.
Call Details	For all calls during an hour, a day, a week, a month, or virtually any time period, clients can view the language, date, time, and custom call flow information for each call.
Ćall Detail by Department	This report is similar to a Call Detail report, but only selects one department at a time.
Customer Defined User Groups	Clients can see which departments use CyraCom's system for billing purposes.
Performance Metrics	Clients can see average speed of answer across all calls or at a more granular level (by user, location, language).

The Company's near real-time reporting system features many reports, including but not limited to:





Are you able to provide custom reports as needed?

The Company offers customized monthly, quarterly, annual, and ad-hoc reports. These ad-hoc reports can be made available monthly upon request, at no additional cost. The report details:

- Language Demographic Trends
 - Total Minutes per Language
 - Number of Calls per Language
 - Number of Calls Answered by Language
- Average Interpreter Search (Connection)
- Number of Calls Abandoned (Caller Hung up)

Customized reports offer a granular and robust overview of the services being utilized.





Languages Served

Provide a list of all languages available through your company

Voiance currently supports hundreds of languages for telephonic interpretation. Attached is Voiance's language list for telephonic interpretation.

Given that there roughly 6,500 spoken languages in the world, the Company can and does regularly add support for new languages based on need. The Company has a proven interpreter management process in place to add resources to accommodate future growth.



Pricing

Include as an attachment provide information which outlines all costs associated with your service, including any additional costs outside of price per minute charges.

Phone Interpretation Service Features	<u>Charge</u>
Cost per-minute for all languages, 24/7	\$0.75
Account setup: toll-free number, training and implementation	Included within contract
Monthly minimum	Included within contract
Billing and reporting: online and custom reports	Included within contract
Dedicated account manager and 24/7 client support	Included within contract
Third party calling services if used:	\$0.18 per minute Waived

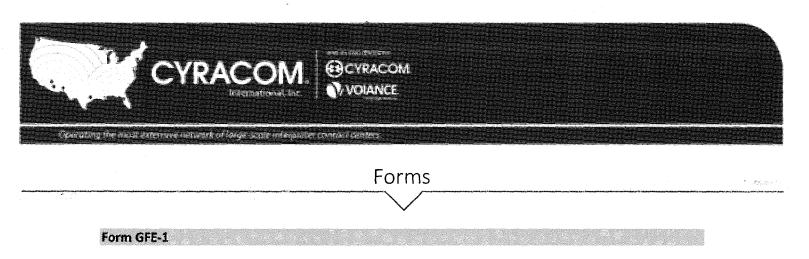
The contracted pricing may be increased at each anniversary of the contract in accordance with the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI).

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Form GFE-1 is completed and attached.





GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202 502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)

FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBEs for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBEs be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBEs by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)

FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.
- Optional Good Faith Efforts

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBEs as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTFICATION (FORM GFE-3) FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website: http://www.louisvilleky.gov/HumanRelations

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Form GFE-1

GOO	ILLE METRO GOVERN DD FAITH EFFORTS ("GI TOR AND SELF-PERFORI "IF NOT SUBMITTE	E")	JE THE DAY AF	TER BID OPENING		FAILURE 1	TO DO S	SO, THIS F	PLETED IN IT: ORM WILL BI				
Bidder Name:	<u>Voiance Language</u>		Local Vend		Total Bid A Email Addr	mount:	9	\$0.75 per p@cyraco	minute	<u> </u>	<u></u>]
Bid Number:	<u>RFP # 170005</u>				Project Nar	me:	911 <u>-</u>	Emergen	cy Services I			erpret	ation
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LEGAL NAME	STREET ADDRESS	сіту s		RACTOR INFO	RMATION Email Address	LOCAL VENDOR SUPPLIER	Stopes ER	DIVISION OF WORK	SUB AMOUNT	7. of Totel Bid	SUBC MOL	ERTIFIED ONTRAC FBC GOAL (5-)	
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Appendix	
Language List	Pg. 40
Information Security Overview	Pg. 44
Interpreter Code of Ethics	Pg. 47
Boiler Plate Non-Disclosure Agreement	Pg. 49





Language List

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Language List

Our language list contains languages coded into our calling platform. When entering the corresponding code while calling Voiance, the call will route to the interpreter queue for that language. The availability of interpreters for some lessfrequently-used languages may vary, and increased requests for languages help us gauge demand and may influence interpreter staffing changes. If an interpreter for the language you are looking for is not currently available, your call will route to Client Services for further assistance.

Acholi	264	Berber	269	Chuukese	316	French Creole	217
(Sudan-Uganda)	2,01	Bhutanese/	391	Cree	347	Frisian	278
Afghan	265	Dzongkha	571	Creek	348	Fukienese	032
Afrikaans	224	Bicol	118	Crioulo	341	Fulani	014
Akan	016	Borana	382	Croatian	067	Fuzhou	229
Akateko	418	Bosnian	263	Czech	063	Ga	230
Aklan	120	Brazil-Portuguese	270	Dakota	271	Gaddang	231
Albanian	070	Bulgarian	069	Danish	055	Gaelic	232
Amharic	027	Burmese	042	Dari (Afghanistan)	111	Gallinya	280
(Ethiopia)		Cakchiquel	325	Dinka (Sudan)	131	Gana	281
Apache	323	Cambodian	048	Dutch	056	Garri	388
Arabic	090	Cantonese	031	Ebon	272	Georgian	216
Armenian	072	Cape Verdean	013	Edo	273	German	057
Armenian (Fastarp)	420	Catalan	132	Egyptian Arabic	398	Grebo	322
(Eastern) Armenian	421	Cebuano	122	Eritrean	274	Greek	071
(Western)	421	Chaldean	138	Esperanto	326	Guamanian	125
Ashanti	365	Chamorro	403	Estonian	077	Guarani	350
Assyrian	139	Chao Chow	038	Ethiopian	275	Gujarati	083
Azerbaijani	109	Chavacano	226	Ewe	321	Gulf Arabic	401
Bahasa/Brunei	343	Cherokee	344	Fanti	074	Gwa	284
Baluchi	394	Chichewa	025	Farsi	107	Haitian Creole	129
Bambara	019	Chin	378	Fijian	127	Hakka	039
Banda	267	Chin (Falam)	405	Filipino	395	Hamer-Bana	396
Bangi	268	Chin (Hakha)	406	Finnish	052	Hausa	022
Basque	136	Chin (Matu)	426	Fon	228	Hawaii Creole	285
Bassa	314	Chin (Tedim)	408	Foochow	276	Hebrew	106
Belorussian	225	Chin (Zophei)	407	French	058	Hindi	082
Bemba (Zambia)	324	Chui Chow	346	French Cajun	277	Hindko	351
Bengali	084	Chungshan	034	French Canadian	383	Hindustani	319
				rienci canadian	202	Thrustall	515



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Hmong	046	Korean	041	Mina	423	Portuguese	141
Hokkien	286	Krahn	320	Mirpuri	373	Creole	
Huizhou	352	Krio	241	Mixteco	292	Pothohari	358
Hunanese	147	Kru/Krumen	364	Mixteco Alto	415	Pulaar	409
Hungarian	065	Kunama	370	Mixteco Bajo	416	Punjabi	080
Ibanag	234	Kurdish	140	Mizo	091	Purepecha/ Tarasco	332
Ibo	218	Kurdish (Badini)	414	Mola/Mossi	389	Quechua	145
Icelandic	133	Kurdish (Kurmanji)	372	Moldovan	340	Quiche	317
llocano	113	Kurdish (Sorani)	375	Mongolian	150	Rohingya	430
llonggo	121	Lakota	143	Montagnard	330	Romani	430 298
Indonesian	050	Lao	043	Dega/Mon-Khmer		Romanian	298 066
Inupiaq	018	Latvian	204	Montenegrin	339	Russian	078
Iraqi Arabic	399	Levantine Arabic	402	Moroccan Arabic	381	Samoan	126
Italian	059	Lingala	024	Nahuatl	293	Saudi Arabic	400
Jakartanese	235	Lithuanian	075	Nanjing	248	Senegalese	400 255
Jamican English	357	Loma	313	Navajo	144	Serbian	148
Creole(Patois)		Luganda	242	Ndebele	374	Serbo-Croatian	299
Japanese	040	Luo	329	Neapolitan	249	Shanghainese	037
Jarai	411	Maay Somali	315	Nepali	081	Sichuan/	333
Javanese	236	Macedonian	068	Nigerian English Pidgin	363	Szechuan)))
Jula	328	Magahi	087	Norwegian	054	Sicilian	256
Kachchi	371	Maithili	086	Nuer (Sudan)	294	Sindi	257
Kamba	412	Malagasy	244		254	Sinhala	089
Kanjobal	288	Malay	051	Oromo (Ethiopia) Paluan	296	Slovak	064
Kannada	289	Malayalam	088		296 116	Slovakian	301
Karen	369	Malinke	354	Pampango	114	Slovenian	134
Karenni/Kayah	384	Mam	318	Pangasinan		Somali	142
Kazakh	238	Mandarin	035	Papiamento Pashto	253 110	Soninke	312
Khamu	044	Mandingo	015	(Afghanistan)	110	Soninke	337
Khmer	023	Mandinka	246	Persian	297	(Sarahuleh)	
Kikuyu	239	Mankon	247	Pidgin English	254	Soninke (Sarakole)	419
Kinya/Rwanda	366	Marathi	205	Pohnpeian	331	Spanish	060
Kirghiz	240	Marshallese	291	Polish	062	Suchown	258
Kirundi	338	Maya	355	Polynesian	073	Sudanese Arabic	311
Kiswahili	424	Mende	356	Portuguese	061	Susu/Soso	368
Kizigua	425	Mien.	045			Swahili	026
Kongo	376						

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		-		
Swahili (Kibajuni)	422	Wolof	020	
Swedish	053	Wu	306	
Sylheti	377	Wuxinese	260	
Tadzhik	108	Xhosa	360	
Taechew	302	Yapese	361	
Tagalog	117	Yemeni Arabic	387	
Taiwanese	033	Yiddish	135	
Tamil *	137	Yoruba	021	
Telugu	303	Yucateco	362	
Temne	359	Yugoslavian	262	
Thai	047	Yupik	146	
Tibetan	105	Zambal	115	
Tigrigna (Eritrea)	028	Zande	380	
Tohono O'Odham	307	Zapoteco	029	
Toisan	305	Zarma	335	
Toishanese	036	Zomi	427	
Tongan	128	Zulu	309	
Triqui	334			
Trukese/Chuukese	342			
Tshiluba	259	ner de la competencia de		
Turkish	112			
Twi	095			
Ukrainian	076	And and a second se		
Urdu	079			
Uzbek	336			
Vietnamese	049			
Visayan	214			
Waray-Waray	119			
Welsh	428	- Control - Cont		

Contact Voiance

Contact Voiance today to discuss how we can improve your language services program.

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Information Security Overview

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CyraCom Information Security Overview

Information security utilizes a defense in depth strategy, summarized into the following areas:

1. Information Security Policies

- 1.1. Information security policies are designed to prevent, detect, contain and correct security vulnerabilities. All policies and procedures are approved by CyraCom senior management, published on the employee intranet and communicated to all employees and relevant third parties via onboarding and annual refresher training.
- 1.2. Policies are reviewing at least annually, or when significant changes are made to the environment.
- 1.3. A risk assessment process is followed to identify changes in the threat environment and document relevant changes to controls.
- 1.4. Information security responsibilities are defined in policies to ensure appropriate training and separation of duties

2. Human Resources Security

- 2.1. Background verification checks are required for all employees and contractors in accordance with relevant laws, regulations and business requirements
- 2.2. All employees and contractors sign a NDA/Confidentiality agreement upon hire.
- 2.3. All employees and contractors undergo security awareness education and training upon hiring and annually thereafter; additional training may be provided depending on the job function.
- 2.4. A formal disciplinary policy is documented in policy in regards to violations of information security protocols

3. Asset Management

- 3.1. An inventory of hardware, software and information assets is maintained with appropriate owners assigned to review and ensure the accuracy of the inventory.
- 3.2. Acceptable use information is provided to each employee upon hiring and as needed thereafter
- 3.3. Information stored within the CyraCom network is classified based on criticality; access to high criticality information is limited and based on job function
- 3.4. Documented disposal procedures to ensure secure data destruction are utilized for all IT assets

4. Access and Account Management

- 4.1. All access is based on the least privilege principle required per job function. Access to the network and peripheral systems is only provided if specifically authorized
- 4.2. Onboarding and termination checklists are utilized throughout the organization to confirm proper access control and account management
- 4.3. System access is reviewed regularly and approved by the system owner
- 4.4. Each user is assigned a unique user name that follows CyraCom's naming convention; Users are provided with guidance on password complexity and requirements

5. Cryptography

- 5.1. CyraCom utilizes only secured mechanisms to transfer and Personally Identifiable Information, Medical Information and Financial Information
- 5.2. CyraCom's policy is to not retain any client sensitive information after a task is completed. While being utilized for a valid business purpose, client information is stored in a secured area that is protected by encryption software.
- 5.3. Routine monitoring is done to ensure sensitive information is proper transmitted, store and deleted

Proprietary Data

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6. Physical Security Management

- 6.1. CyraCom facilities are secured via electronic key cards for employees and authorized third parties. Visitors are allowed in limited areas only after providing a government issued ID and signing a visitor log.
- 6.2. Secure areas, such as Server Rooms, are restricted to only personnel whose role requires access. These areas require additional approval from IT management and are monitored using Closed Circuit Cameras and access log reviews.
- 6.3. All facilities are protected by intrusion alarms and automated notification
- 6.4. Redundant UPS and backup generators protect critical systems and are tested/maintained on a regular basis.
- 6.5. All equipment that is either disposed or reused is sanitized to remove all sensitive information

7. Operational Security Management

- 7.1. CyraCom has documented procedures for employee acceptable use
- 7.2. Use of resources is monitored and event logging is in place
- 7.3. Mechanisms are in place to detect and prevent against viruses and malware
- 7.4. Changes are reviewed, approved, and tested prior to implementation in the production environment

8. Communications and Network Security

- 8.1. CyraCom implements a firewall and router configuration that restricts access into the network
- 8.2. CyraCom does not connect to clients systems or networks
- 8.3. Interpreters can only access white-listed Internet sites
- 8.4. Interpreters have no outbound or external email access.
- 8.5. CyraCom has information transfer procedures to ensure protected information is encrypted and secured when transmitted out of the CyraCom network

9. Supplier Security Management

- 9.1. CyraCom utilizes contracts, service level agreements and non-disclosure agreements to management security and privacy with suppliers and contractors
- 9.2. Suppliers are reviewed regularly to ensure continued compliance
- 9.3. Preferred vendors are utilized based upon their performance history and security expertise

10. Security Incident Management

- 10.1. CyraCom has a geographically desperate security incident response team that responds to security incidents as needed
- 10.2. Response procedures are reviewed and updated at least annually
- 10.3. Customers are notified of security incidents if appropriate

11. Business Continuity and Disaster Recovery

- 11.1. The business continuity plan is reviewed and tested no less than annually.
- 11.2. The disaster recovery plan is reviewed and tested no less than annually.
- 11.3. Multiple sites and resources provide fault-tolerance to safeguard service delivery.

12. Legal and Compliance

- 12.1. ISO 9001:2008 certified with annual reassessments.
- 12.2. CyraCom interpreters do not acquire, store, process, or record any client confidential information. CyraCom translators obtain personal and sensitive information that is used only for the business purpose requested. See "Cryptography" section above.
- 12.3. A management appointed Privacy Officer and Quality Auditor ensure compliance with internal and client requirements, and regulatory authorities.
- 12.4. Annual independent third party security assessments on internal and external facing systems are conducted

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Interpreter Code of Ethics

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CyraCom International Interpreter Code of Ethics

Interpreters that provide service for CyraCom International Inc are expected to adhere to the *Code of Ethics* as follows:

The Interpreter shall maintain confidentiality of all assignments.

- The Interpreter shall not disclose information acquired in the course of interpreting.
- All notes taken during the interpretation session shall be destroyed as quickly as possible.

The Interpreter shall render complete and accurate interpretation.

- The Interpreter shall render the message in a meaning-for-meaning manner without adding, omitting, or substituting information.
- The Interpreter shall clarify, correct errors, and maintain transparency to ensure accuracy.

The Interpreter shall remain impartial.

• The Interpreter shall refrain from advising or projecting his or her personal beliefs and biases through verbal or nonverbal communication.

The Interpreter shall remain within the boundaries of the Interpreter role.

• The Interpreter shall refrain from personal involvement with all parties.

The Interpreter shall strive to maintain and enhance his or her knowledge and skill.

• The Interpreter shall continue to develop and apply his or her language, cultural knowledge, and interpretation skills.

The Interpreter shall remain respectful and professional.

- The Interpreter shall treat all parties with dignity and courtesy, respecting the rights and duties of all parties.
- The Interpreter shall uphold the values and ethical principles of the profession.

The Interpreter shall be culturally responsive.

- The Interpreter shall facilitate communication across cultural differences by assuming the role of a cultural broker.
- The Interpreter shall continuously develop his or her knowledge and understanding of culture, cultural practices and beliefs.

Signature of Employee

Date



Boiler Plate Non-Disclosure Agreement



CyraCom International Inc

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of October 27, 2016 ("Effective Date") by and between CyraCom International, inc. (including its subsidiaries), with its principal place of business at 5780 North Swan Road, Tucson, Arizona 85718, and Memorial Hermann Health System ("Participating Party"), with its principal place of business at 9250 Pinecroft, The Woodlands, Texas 77380 in order to protect certain Confidential Information, as defined in this Agreement, that may be exchanged between them for the purpose of exploring a mutual business relationship.

In consideration of the mutual obligations described in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CONFIDENTIAL INFORMATION

Confidential Information means any information disclosed pursuant to this Agreement by one party (the "Discloser") to the other party (the "Recipient") that is either (i) identified as confidential at the time it is disclosed or (ii) that under the circumstances should reasonably be considered as confidential. Confidential Information includes, but is not limited to, trade secrets, patented or copyrighted information, computer programs, software, software documentation, formulas, data, inventions, algorithms, techniques, processes, marketing plans, strategies, forecasts, financial information, third-party confidential information, and customer lists.

The following information is excluded from the definition of Confidential Information:

- A. Information that is or becomes available to the public through no breach of this Agreement;
- B. Information previously known by the Recipient without any obligation to hold it in confidence;
- C. Information received from a third-party that is free to disclose the information without restriction;
- D. Information that is independently developed by the Recipient without the use of Confidential Information;
- E. Information that is approved for release by written authorization from the Discloser, but only to the extent of the authorization; and
- F. Information that is disclosed pursuant to an order from a court or other governmental body of the United States (or any political subdivision thereof), but only to the extent of and for the purpose of that order, and only if the Recipient promptly first notifies the Discloser of the order and permits the Discloser to seek an appropriate protective order.

2. USE

The parties agree that Confidential Information will be used solely for the purpose of exploring a mutual business relationship, unless the parties subsequently agree otherwise in a written agreement signed by each of them.

3. NON-DISCLOSURE

The Recipient agrees to retain in confidence and not (except in furtherance of this Agreement) to use or disclose any Confidential Information without the prior written consent of the Discloser and then only to the extent specified in the consent. In particular, the Recipient acknowledges that the Discloser considers the Confidential Information to be secret and proprietary information of great value to the Discloser. The Recipient will protect Confidential Information against unauthorized disclosure, using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own information of a like nature. The Recipient will permit access to the Confidential Information only to its employees and agents who have a need to review the Confidential Information that is consistent with the purpose for which it is disclosed and who have entered into appropriate confidentiality agreements. The Recipient will use reasonable efforts to assure compliance with the terms of those confidentiality agreements binding its employees and agents.

4. TITLE

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The Recipient agrees that Confidential Information is proprietary information belonging to the Discloser and that title to Confidential Information is and will remain in the Discloser. All applicable rights to patents, copyrights, trademarks, and trade secrets that are contained in the Confidential Information are and will remain in the Discloser. The Recipient will not assert any right, title, or interest in Confidential Information, except for the non-exclusive, limited right of use granted to the Recipient by this Agreement. The Recipient will not remove any copyright or other proprietary notice or legend contained on or included in any Confidential Information, and the Recipient will reproduce all copyright or other proprietary notices or legends on any copies of Confidential Information made by the Recipient. The Recipient will not reverse engineer, disassemble, decompile, or otherwise deconstruct Confidential Information, in whole or in part, for any reason, unless the parties subsequently agree otherwise in a written agreement signed by each of them.

5. NON-SOLICITATION

Each party agrees to refrain during the term of this Agreement from soliciting for employment, directly or indirectly, without the prior written consent of the other party, any of the other party's employees.

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6. EXCLUSIONS

Unless the parties subsequently agree otherwise in a written agreement signed by each of them, no obligation of any kind is assumed or implied by either party, except for those obligations stated in this Agreement. Neither party has an obligation under this Agreement to disclose any information to the other party, to purchase any service or item from the other party, or to deal exclusively with the other party. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

7. WARRANTY

Confidential Information disclosed pursuant to this Agreement is provided "as is" and without any warranty, except that the Discloser warrants that it has the right to disclose any Confidential Information disclosed.

8. RETURN OF CONFIDENTIAL INFORMATION

Within ten business days of receiving a written request from the Discloser or on termination of this Agreement, the Recipient will return to the Discloser or destroy at Discloser's request any items under its control containing Confidential Information including any notes the Recipient has made regarding Confidential Information. In addition, upon the written request of the Discloser, the Recipient will certify in writing that all items under its control containing Confidential Information have been returned to the Discloser or destroyed at Discloser's request.

9. TERM

This Agreement is effective for a period of years (2) year from the Effective Date, unless earlier terminated in writing by the parties. The obligations of confidentiality and non-use of Confidential Information hereunder shall remain in full force and effect for a period of five (5) years after termination of this Agreement. Notwithstanding the foregoing, for any disclosure of trade secrets or source code that is identified as such in writing at the time of disclosure, the obligations contained herein will continue in perpetuity.

10. REMEDIES

Each party agrees that Confidential Information is owned solely by the Discloser and that the unauthorized disclosure or use of Confidential Information would cause irreparable harm and significant injury, the degree of which is difficult to ascertain. Accordingly, each party agrees that the Discloser has the right to obtain an immediate injunction enjoining any breach of this Agreement, without the necessity of posting a bond or collateral, as well as the right to pursue any and all other rights and remedies available at law or in equity for a breach of this Agreement.

11. MISCELLANEOUS

- A. All additions or modifications to this Agreement must be made in writing and must be signed by each party.
- B. This Agreement is made under and will be construed according to the laws, other than the choice of law provisions, of the State of Arizona.
- C. Neither party may assign this Agreement without first obtaining the written consent of the other party.
- D. This Agreement will be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, or permitted assigns.
- E. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior or collateral arrangements, proposals, and understandings, whether written or oral, relating to the subject matter of this Agreement.
- F. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument.

By signing below, the parties to this Agreement agree to the terms of this Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

CyraCom International, Inc.	Client Name
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

SECTION 5

ACKNOWLEDGEMENTS & PREFERENCE SELECTION

Include this page in your response to this Proposal

I acknowledge receipt of the following Addenda:

Addendum #1: 🖌 Addendum #2: ____Addendum #3: ____ Addendum #4_____

Any Additional Addenda (write in numbers):

Minimum Wage Preference: I certify that my business pays all full-time employees at least \$10.10 per hour and wish to be certified as a minimum wage business for this Proposal. Further, I acknowledge that if awarded the contract and if it is later discovered that such information was falsely provided, my business will be liable to the Louisville Metro Government equal to 30% of the amount of the contract so awarded. (LMCO §37.56) Yes: ______ or No: ______

Local Vendor Preference: I certify that my business meets the requirements for designation as a local vendor as described in Section I of this Proposal and wishes to receive the Metro Government's Local Vendor Preference. Further, I acknowledge that if it is discovered that Local Vendor Preference was granted based upon false information provide by Vendor, Vendor shall be subject to a fine equal to 25% of the total contract. (LMCO §37.03)

Yes: ______ or No: ______

NOTE: Preferences shall not apply on federal-funded proposals.

SECTION 6 REQUEST FOR PROPOSAL

VENDOR SIGNATURE PAGE

Full Legal Name of Proposer:	Voiance Language Services, LLC
Address:	5780 N. Swan Rd
	Tucson, AZ 85718
E-Mail Address:	rfp@voiance.com
Telephone	866-742-9080
Metro Louisville Revenue Commission Number:	148820
Federal ID Number:	37-1571267
The following individual is authorized to enter into subsequent negotiations sho susceptible of being selected for award. Authorized Agent Signature:	uld Louisville Metro Government determine our firm reasonably
Printed Name: J. Austin Wade	

Title: VP of Client Satisfaction

Date: <u>12/01/2016</u>

The section below will be completed by the Metro Government only if Proposer is awarded a contract under this Proposal.

Louisville/Jefferson County Metro Government

heave Jdel Neaveill, Purchasing Administrator

Date: 1/23/17____

Contract Term: Effective: 1/35/17 Expires: 1/24/18

RENEWAL OPTION (Applicable only to Price Contracts):

The Metro Government may renew contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions as the original contract, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew will be sent prior to the expiration date.

Items Covered: All:

See Attached:

Form	W-	-9
(Rev. D	ecembe	er 2014)
Departn Internal	nent of th Revenue	ne Treasury Service
merna	nevenue	service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												-
	Voiance Language Services, LLC.												
N.	2 Business name/disregarded entity name, if different from above												
Check appropriate box for federal tax classification: check only one of the following seven boxes: 4 Exemptions (codes apply only									_				
ы	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	Trust	t/es	state	c ii	ertai nstru	n ent ction	ities, s on	not page	indivi e 3):	idual	nly to s; see	
tion	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners	ship) 🕨	с		E	xem	pt pa	yee o	code	(if an	y)		_
Print or type Specific Instructions	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.	n the line at	bov	e for			ption (if an		n FA	TCA	repor	ting	
Ξ.u	□ Other (see instructions) ►				4	≬pp iies	to acc	ounts	mainta	ined ou	ıtside t	he U.S.)	_
cifi	5 Address (number, street, and apt. or suite no.)	Requeste	r's	nam	e an	d add	dress	(opt	ional)			_
, be	5780 N. Swan Road												
See S	6 City, state, and ZIP code												
Š	Tucson, AZ 85718												
	7 List account number(s) here (optional)					-		_					
Par	t I Taxpayer Identification Number (TIN)												_
backı reside entitie	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av up withholding. For individuals, this is generally your social security number (SSN). However, f ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other as, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> n page 3.	ora eta	r			_	humb		-				
	If the account is in more than one name, see the instructions for line 1 and the chart on page	4 for	Em	ploy	er id	lenti	ficati	on n	umb	er			
guide	lines on whose number to enter.		3	7	-	1	5	7	1	2	6	7	
Par	t II Certification	L.					 I						-
													_

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the -+---+1

matruotion	is on page o.			
Sign Here	Signature of U.S. person ►	Joi .	Date Þ	January 10, 2017

General Instructions-

Section references are to the Internal Revenue Code unless otherwise noted. **Future developments**, Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

Form 1099-INT (interest earned or paid)

- · Form 1099-DIV (dividends, including those from stocks or mutual funds)
- · Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- · Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- · Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

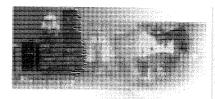
2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

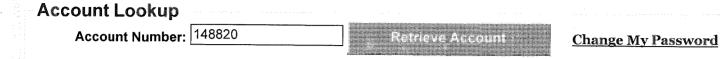
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

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Louisville Metro Revenue Commission



Account Verification



Account Detail

* Account OK *

FID: 364036218 SSN: Business: CORP Start Date: 1/2/2004 Trade Name: Name: CYRA COM INTERNATIONAL INC Business Address: 5780 N SWAN RD Address Status: ACT City: TUCSON State: AZ Zip Code: 85718 -PhoneNo: 5207459447 Ext. Fax No:



Louisville Metro Revenue Commission ## P.O. Box 35410, Louisville, KY 40232-5410 ## 502-574-4860



Vendor Information

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🚱 HELP
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Vendor Information	
Business Name	VOIANCE LANGUAGE SERVICES LLC
Contact Person	RFP Marketing
Address > <u>Map This Address</u>	P O BOX 74008101 CHICAGO, IL 60674-8101
Phone	
Fax	
Email	rfp@voiance.com
Website	
System Vendor Number	20351333
Renewal	1/25/2018

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Code	Description
NAICS 541930	Interpretation services, language
NAICS 541930	Language interpretation services
NAICS 541930	Language services (e.g., interpretation, sign, translation)
NAICS 541930	Language translation services
NAICS 541930	Sign language services
NAICS 541930	Speech (i.e., language) interpretation services
NAICS 541930	Translation services, language

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Print This Page



Certificate of Insurance

Certificate of Insurance is attached.

www.voiance.com | 866-742-9080, ext. 1 5780 North Swan Rd. Tucson, AZ 85718 | Fax (520) 745-9022 31 of 51



9001:2008, 13611:2014, 17100:2015 Quality Management System Guidelines for Community Interpreting Translation Services

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ACORD			
THIS OF STICLOATE	10	1001	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2016

									1 1/2	. 1/2010
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
lf	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject	to t	he tei	rms and conditions of th	ne polic	y, certain p	olicies may			
	is certificate does not confer rights t	o the	e cen	ificate noider in lieu of st	CONTA	····· ·				
1	nmercial Lines - 602-528-3000				NAME: PHONE	Lesile Ser , Ext): 602-52		FAX (A/C, No): 602	2.528	-3074
Wel	ls Fargo Insurance Services USA, Inc.			· .	E-MAIL	Looke	Sereno@well		-520	-3074
100	West Washington Street, 4th Floor				ADDRE					NAIC #
Pho	enix, AZ 85003-1808				INSURE	E . J	al Insurance C	and -	-	20281
INSU	RED				INSURE		Northern Insu	rance Company		20303
Cyr	aCom International Inc dba Voiance Lar	nguag	ge Sei	rvices, LLC	INSURE	1.1	of London			
578	0 N Swan Road				INSURE	RD:				
					INSURE	RE:				
Tuc	son, AZ 85718				INSURE	RF:				
-				NUMBER: 11122592				REVISION NUMBER: See		
IN CI E)	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REMEI AIN, CIES,	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	CONTRACT	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT	to w	HICH THIS
INSR LTR		ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY	x		35916492		06/01/2016	06/01/2017	EACH OCCURRENCE S DAMAGE TO RENTED		2,000,000
	CLAIMS-MADE X OCCUR	1						PREMISES (Ea occurrence) \$		2,000,000
	X Contractual Liability Included							MED EXP (Any one person) \$		10,000
								PERSONAL & ADV INJURY \$		1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$		3,000,000
								PRODUCTS - COMP/OP AGG \$		Included
В		x		73562835		06/01/2016	06/01/2017	COMBINED SINGLE LIMIT \$		1,000,000
	X ANY AUTO			10002000		00/01/2010	00/01/2017	BODILY INJURY (Per person) \$		
	OWNED SCHEDULED							BODILY INJURY (Per accident) \$		
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE \$		
								\$		
A	X UMBRELLA LIAB X OCCUR			79871454		06/01/2016	06/01/2017	EACH OCCURRENCE \$		3,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$		3,000,000
	DED RETENTION \$	ļ						\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			1771707441		06/01/2016	06/01/2017	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT \$		1,000,000.
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$		1,000,000.
	DESCRIPTION OF OPERATIONS below Prof Liab E&O			MPL114732016		06/01/2016	06/01/2017	E.L. DISEASE - POLICY LIMIT \$ Each Claim \$5,000,000/ \$5,000,000 /		1,000,000.
	Retro Date: 5/18/1998					00/01/2010	00/0 1/2011	Retention: \$35,000	499r 0 9	1216
Ce Au Ad	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC rtificate Holder is included as Additional tomobile Liability Additional Insured stat ditional Insured is: Louisville/Jefferson C	Insu us is	red or deter	n a Primary and Noncontrib mined by attached form 16	butory b 3-02-029 1anager	asis for Gene 92 (9-10). nent and Bud	eral Liability p	-	(5-07	7).
CEI	RTIFICATE HOLDER				CANC	ELLATION		· · · · · · · · · · · · · · · · · · ·		
Of Pu	uisville/Jefferson County Metro Governr fice of Management and Budget rchasing Division	nent			THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE CANC EREOF, NOTICE WILL BE Y PROVISIONS.		
1	1 West Jefferson Street				AUTHO	RIZED REPRESE		A A		
Lo	uisville, Kentucky 40202						Jean	Branda		

Certificate of Insurance (Con't)

NSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
Ċ	Cyber Liability			UCS264973716	06/01/2016	06/01/2017	\$5,000,000 Aggregate
	Retro Date 05/18/2012						\$25,000 Retention
A	Crime/Employee Theft		······	82223800	06/01/2016	06/01/2017	5,000,000
							50,000 Retention
	<u> - + </u>						
						,	

Certificate of Insurance-Con't

Liability Insurance

Endorsement

Policy Period	06/01/2016 TO 06/01/2017
Effective Date	06/01/2016
Policy Number	35916492
Insured	CyraCom International1กุ๊c dba Voiance Language Services, LLC
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	06/01/2016

This Endorsement applies to the following forms:

GENERAL LIABILITY Under Who Is An Insured, the following provision is added. Who is An Insured Additional Insured -Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by Scheduled Person this policy. Or Organization However, the person or organization is an insured only: if and then only to the extent the person or organization is described in the Schedule; to the extent such contract or agreement requires the person or organization to be afforded status as an insured; for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and with respect to damages, loss, cost or expense for injury or damage to which this insurance applies. No person or organization is an insured under this provision: that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto). with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement. La contrata and service and the service of the serv THE REAL PROPERTY AND A

Liability Insurance	Additional Insured - Scheduled Per	son Or Organization	·	continu	180
Form 80-02-2367 (Rev. 5-07)	Endorsement		•	Page	1

Liability Endorsement (continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

200

Liability insurance Form 80-02-2367 (Rev. 5-07) Additional Insured - Scheduled Person Or Organization Endorsement last page Page 2

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COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

- 1. EXTENDED CANCELLATION CONDITION Paragraph A.2.b. — CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
- 2. BROAD FORM INSURED
 - A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or

Form: 16-02-0292 (Rev. 4-11)

amended to add the following: e. The lessor of a covered "auto" while the "auto" is leased to you under a written

> agreement if: (1) The agreement requires you to provide direct primary insurance for the lessor; and

borrow in your business or your personal

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is

(2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You;

affairs.

C. Lessors as insureds

- 2. Any of your "employees" or agents; or
- 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.
- D. Persons And Organizations As Insureds Under A Written Insured Contract Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
 - f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
 However, such person or organization is an "insured" only:

surea only.

Page 1 of 3

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- with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured
 - contract" or written agreement; or
 - (b) The permit has been issued to vou.
- FELLOW EMPLOYEE COVERAGE EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.
- PHYSICAL DAMAGE ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
- AUTO LOAN/LEASE GAP COVERAGE Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
 - a. Overdue loan/lease payments at the time of the 'loss'';
 - Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor:
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto":
- Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.
- 6. RENTAL AGENCY EXPENSE Paragraph A. 4, - COVERAGE EXTENSIONS - of

SECTION III - PHYSICAL DAMAGE COVERAGE

- is amended to add the following:
- d. Rental Expense
- We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business: MAXIMUM WE WILL PAY FOR ANY ONE

CONTRACT OR AGREEMENT:

- \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
- EXTRA EXPENSE BROADENED COVERAGE Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - e. **Recovery Expense** We will pay for the expense of returning a stolen covered "auto" to you.
- 8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

- 9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE Paragraph C.2. — LIMIT OF INSURACE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
 - \$2,000 is the most we will pay for 'loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of 'loss", is:
 - Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

Form: 16-02-0292 (Rev. 4-11)

Page 2 of 3

c. An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES Paragraph D.- DEDUCTIBLE - of SECTION III -PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

- 1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to;
 - (1) You or your authorized representative, if you are an individual;

(2) A partner, or any authorized representative, if you are a partnership;

- (3) A member, if you are a limited liability company; or
- (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address: and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV -- BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

Form: 16-02-0292 (Rev. 4-11)

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following: If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.
- 16. HIRED AUTO COVERAGE TERRITORY Paragraph B.7.b.(5).(a) – POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

 RESULTANT MENTAL ANGUISH COVERAGE Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following: "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

292 (Rev. 4-11) Page 3 of 3 "Includes copyrighted material of Insurance Services Office, Inc. with its permission"