

**Exhibit A - Scope of Services and
Schedule of Rates**

**LanguageLine® PhoneSM, Direct ResponseSM, and InSight Video
Interpreting®, LanguageLine® Translation & LocalizationSM**

Customer Name ("Customer"): County Of Humboldt	Customer # (if applicable): 3898
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This Scope of Services and Schedule of Rates is subject to the Professional Services Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts..... Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID \$125.00
- (c) **MONTHLY MINIMUM** per CID \$100.00
- (d) **PLATFORM ACCESS FEE** per call \$0.25
- (e) **THIRD PARTY DIAL OUT FEE** per call \$5.00
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment Waived
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$1.58
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$1.67
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$1.67
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$1.67

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.

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	1Solution™ Analog Dual Handset Phone	\$4.50
	1Solution Dual Handset IP Phone.....	\$12.50
	Panasonic® Cordless Phone with Dual Handsets	\$10.50
(c)	PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS. Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.	
(d)	PHONE INTERPRETING EQUIPMENT PURCHASES. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.	
	1Solution Analog Dual Handset Phone	\$60.00
	1Solution Dual Handset IP Phone.....	\$150.00
	Cordless Phone with Dual Handsets	\$125.00
	Panasonic Headset	\$25.00
	Handsets	\$10.00
	Handset Splitters (price per unit).....	\$6.00
	Wall Splitters (price per unit)	\$6.00

2. LANGUAGELINE DIRECT RESPONSE

2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

STANDARD

- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

PREMIUM

- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Customer's service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

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2.2. DIRECT RESPONSE FEES

- (a) **STANDARD** Waived
- (b) **PREMIUM** per language \$650.00
- (c) **DEDICATED TOLL-FREE LINE** per line \$150.00
- (d) **INCREMENTAL PRICE PER MINUTE** applied to Customer’s contracted per minute usage fees for LanguageLine Phone Interpreting. \$0.05

3. LANGUAGELINE INSIGHT VIDEO INTERPRETING

3.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer’s service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the “App”) or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

3.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION.** Please check the appropriate box below to indicate your choice.
- Monthly Service Fee applied per Client Identification number (“CID”) based on the total number of activated devices:
 - Up to 10 Activated Devices \$30.00/month
 - Up to 100 Activated Devices \$75.00/month
 - 101+ Activated Devices..... \$200.00/month
- OR**
- One-time Activation Fee applied per Customer for unlimited activated devices \$2,500.00/one-time fee
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	\$2.95
2	Spanish	\$1.85
3	Other Spoken Languages	\$1.95

3.3. INSIGHT VIDEO INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase (“Customer-Owned”) and lease (“LanguageLine-Owned”) options are available for the equipment identified below for use with InSight Services (collectively, the “Equipment”). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
 LanguageLine-Owned: Leased by the Customer from LanguageLine.
 Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.
 Customer-Owned: Purchased by the Customer from LanguageLine.
- (b) **INSIGHT EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine (“LanguageLine-Owned”).
 iPad and LanguageLine Rolling Cart \$75.00/month
 iPad and Table Top Stand..... \$45.00/month

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- (c) **INSIGHT EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement (“Customer-Owned”). Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased Equipment is covered by the following replacement warranties from the manufacturers: (i) iPads: 1-year; (ii) LanguageLine Rolling Cart: 3 years standard warranty, plus an additional 1 year on all mechanical items except wheels; and (iii) Table Top Stands: 1-year. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.

64GB 10th Generation iPad (10.9-inch, Wi-Fi Only) with Screen Protector (iPad Model: MPQ03LL/A)	\$475.00
256GB iPad Pro (13-inch, Wi-Fi Only) with Screen Protector (iPad Model: MVX33LL/A)	\$1,475.00
10.9-inch Screen Protector (Model: SP-AGF-APL-IDP10N-2).....	\$15.00
13-inch Screen Protector (Model: DGIPDP13).....	\$40.00
LanguageLine Rolling Cart with 10.9-inch LanguageLine TrueSound SM (Model: 478-00297)	\$1,195.00
Table Top Stand with Enclosure (Models: 303W75-LL/478-00299 or 13PAPX4W) ..	\$295.00
Table Top Stand without Enclosure (Models: 303W-LL or 303W75-LL)	\$145.00
LanguageLine TrueSound® Enclosure for 10.9-inch iPad (Model: 478-00299)	\$195.00
13-inch Non-TrueSound iPad Enclosure (Model: 13PAPX4W)	\$150.00

3.4. ADDITIONAL TERMS AND CONDITIONS FOR INSIGHT VIDEO INTERPRETING

- (a) **TERMS REGARDING SOFTWARE APPLICATION.** The InSight video interpretation Services (the “Services”) are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the “App”). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.
- (b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, NotepadTM, InSight, and Interpreter on Wheels trademarks (collectively, the “Trademarks”), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer’s use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the “LanguageLine Properties”). Customer expressly agrees that it shall

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not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine's rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.

- (c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App's electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call's completion.
- (d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
- (e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
- (f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
- (g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the InSight App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps). Returns are only accepted for unopened within 30 days and a 15% restocking fee applies.
- (h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the InSight App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled "on" at all times, with "Always Allow Location Access" selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and

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agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.

- (i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

4. LANGUAGELINE® TRANSLATION & LOCALIZATIONSM

4.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** ISO-certified workflows are used to convert Customer's written content between two or more languages with attention to accuracy, tone, style, and regional language and cultural sensitivities.
- (b) **DELIVERABLES** will be agreed upon at the beginning of project(s).

4.2. TERMS OF SERVICE

- (a) **PRICING.** Prices for the Services shall be as specified by LanguageLine to Customer either in Exhibit A to this SOW or in an Estimate (Quote) sent in response to each Customer request for a translation or localization project. Estimates are based upon (i) the actual wordcounts contained in the documents or files provided by Customer, (ii) specifications and information originally submitted by Customer, and (iii) the delivery requirements requested by Customer. Estimates that are not based on actual wordcounts at the time the Estimate is prepared, will be adjusted to reflect actual wordcounts upon completion of the project. Adjustments to the Estimate may be necessary if specifications are changed or added, or if work not covered in the original quotation is requested by Customer. Estimates are only valid for thirty days or as otherwise specified in writing.
- (b) **ORDERS.** Orders authorized by Customer may only be canceled by Customer if Customer pays for all of the work performed by LanguageLine, including all fees, costs and expenses incurred by LanguageLine in connection with the order prior to cancellation. If Customer changes the original text, alters specifications, or adds new specifications after Customer has authorized LanguageLine to begin work, the changes, alterations, or additions may result in additional charges and adjustments of deadlines
- (c) **TERMINOLOGY.** Unless Customer provides terminological reference material like glossaries or terminology lists, LanguageLine will use its best judgment in the selection of terms pertinent to a given field. Customer will be charged for and will pay for all changes to such terms.
- (d) **APPEARANCE.** When the Services include formatting, typesetting, page layout, or artwork, LanguageLine will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as Customer specifies. Unless the Estimate states otherwise, LanguageLine does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.

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- (e) **EDITING.** Any editing or alteration of the delivered product required by Customer in cases where the style or other matter had been left to the judgment of LanguageLine, including stylistic or preferential linguistic changes, may result in additional charges to Customer. Translation errors will be corrected at no extra charge.
- (f) **CHANGE ORDERS.** Change order requests from Customer will be analyzed by LanguageLine for cost and schedule impact. If, in LanguageLine’s reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting LanguageLine’s ability to maintain the project schedule, LanguageLine will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, LanguageLine will provide Customer with a written change order quote for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion, accept or reject LanguageLine’s change order proposal. Change orders shall be considered effective upon written approval. Each party shall use its best efforts to respond as expeditiously as possible to such change requests and change order proposals.
- (g) **PAYMENT.**
 - 4.2.g.1. (a) Unless otherwise stated in an Estimate, invoices will be issued at the end of the month in which the project is delivered.
 - 4.2.g.2. (b) All errors, claims, or requests for adjustment must be presented within thirty (30) days after the date of delivery or such work will be deemed to have been accepted.
 - 4.2.g.3. (c) Charges due and unpaid thirty (30) days after invoice shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum).
- (h) **CUSTOMER PROPERTY.** At Customer’s request, Customer property delivered to LanguageLine for use in the providing of the Services will be returned to Customer upon completion of the work by LanguageLine without any liability for loss or damage.
- (i) **ADDITIONAL LIMITED WARRANTY.** In addition to the Limited Warranty in the Master Services Agreement between the parties, LanguageLine’s sole obligation for Services is the re-performance, at no additional charge to Customer, of that portion of those Services that LanguageLine and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. LanguageLine shall correct any agreed upon defect within thirty (30) days of notice from Customer

4.3. TRANSLATION AND LOCALIZATION PRICING. Translation fees, which include Translation and copyediting, are based on the English word count

4.4. DELIVERY GUIDELINES. Because the actual number of English words is not known until the source document has been translated, turn- around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine’s best judgment before commencing work. Additional services or less common languages could add extra days to a project timeline.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days

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Business hours are Monday – Friday, 8 a.m. to 5 p.m. (Pacific Time)
Requests received on weekends and holidays will be processed on the next business day.
Holidays are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

5. OTHER FEES

5.1. FINANCE FEE. Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.

5.2. OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer..... \$1.75

5.3. OPTIONAL CUSTOMIZATIONS

- (a) Report configuration per hour \$0.00
- (b) Report maintenance per month \$30.00
- (c) Training assistance on site per day per training \$0.00