

COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
C-7

For the meeting of: June 2, 2015  
9/16

Date: May 20, 2015  
To: Board of Supervisors  
From: Phillip Smith-Hanes, County Administrative Officer *PSH*  
Subject: Approval of Agreement With Language Line Services, Inc., For Translation and Interpretation Services.

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Authorize the Chair to sign the (3) attached "Professional Services Agreement By and Between County of Humboldt and Language Line Services, Inc." (PSA), for County Departments;
- 2. Authorize the County Purchasing Agent to execute extensions, modifications and service changes under the County agreements.

SOURCE OF FUNDING:

Current participating departments/funds are: Department of Health and Human Services (DHHS)-Social Services 1160 fund, DHHS – Public Health 1175 fund, DHHS-Mental Health 1170 fund, and Probation General Fund 1100. Participation is open to all departments/funds.

Prepared by Vanessa Ericksen CAO Approval *amy Dean*  
REVIEW: Auditor *MBM* County Counsel *gs* Human Resources *Kayof* Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Bass*  
Ayes *Sundberg, Lovelad, Fennell, Bass*  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent *Bohn*

PREVIOUS ACTION/REFERRAL:  
Board Order No. \_\_\_\_\_  
Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 16, 2015*  
By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

## DISCUSSION:

The County of Humboldt has an ongoing need for interpretation and translation services for its limited English proficiency clients. Language Line Services, Inc., has provided these services on a contracted basis since 1999. The contract provides 24-hour, 365-days per year telephone-based interpretation services on an "as needed" basis for clients needing immediate interpreter assistance. The specific services involved are: Over-the-phone interpretation of Spanish, Chinese, French, Japanese, Polish, Russian, Vietnamese, German, Haitian Creole, Italian, Korean, Portuguese, Farsi, Tagalog, and other languages, charged per minute, per time of day; training assistance and materials; interpreter appointments; and custom reporting.

The County of Humboldt has updated its most recent contract with Language Line Services, Inc. The attached Professional Services Agreement needs to be executed in order for the County to continue receiving these services at contracted rates. Staff recommends that the Board authorize its' Chair to sign the Professional Services Agreement. Additionally, to allow for changes in services that may be required, it is recommended that the County Purchasing Agent be authorized to execute extensions, modifications and service changes to both the PSA and attachments.

## FINANCIAL IMPACT:

Contracting with Language Line Services, Inc., is financially advantageous for the County. By updating the County's contracts, the County will continue to receive discounted rates for interpretation and translation services.

## OTHER AGENCY INVOLVEMENT:

All County departments are involved.

## ALTERNATIVES TO STAFF RECOMMENDATIONS:

Not entering into updated contracts with Language Line Services, Inc., would require the County to bid out interpretation and translation services. However, it is not likely the County could negotiate a lower rate than those of Language Line Services, Inc.

## ATTACHMENTS:

(3) Professional Services Agreement By and Between County of Humboldt and Language Line Services, Inc., including the following attachments:

- Master Service Agreement
- Attachment A1 Over-the-Phone Charges and Options
- Attachment A3 Translation and Localization Service Agreement
- Attachment A3 Pricing
- Attachment A4 Agreement For LanguageU<sup>c</sup> Video Interpretation
- Attachment A4 LanguageU<sup>c</sup> Video Remote Interpreting Charges
- Attachment A6 Direct Response Charges
- Attachment B Client Contact Information
- Exhibit A – Terms and Conditions Specific to Humboldt County
- Exhibit B – Business Associate Agreement

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
LANGUAGE LINE SERVICES, INC.**

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This Agreement by and between the County of Humboldt, hereinafter referred to as "COUNTY," and Language Line Services, Inc., a California Corporation, hereinafter referred to as "LANGUAGE LINE SERVICES," is made upon the following considerations:

WHEREAS, COUNTY, through the County Administrative Office, desires to retain the services of LANGUAGE LINE SERVICES for client language translation and interpretation;

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, LANGUAGE LINE SERVICES has represented that it is qualified to perform such services.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

LANGUAGE LINE SERVICES agrees to furnish the services described in attachments and exhibits listed in Section 35, which are attached hereto and incorporated herein by reference. In providing services and assistance as herein provided, LANGUAGE LINE SERVICES agrees to fully cooperate with the Humboldt County Sr. Buyer or designee, hereinafter referred to as "Sr. Buyer".

2. TERM:

The term of this Agreement begins upon execution by both parties and will continue in full force and effect for (2) years from date of execution, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract by LANGUAGE LINE SERVICES. If, in the opinion of COUNTY, LANGUAGE LINE SERVICES fails to adequately perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance, COUNTY

may terminate this Agreement upon thirty days' written notice, unless such breach is cured within said thirty day period.

- B. Breach of Contract by COUNTY. If COUNTY fails to comply with the terms of this Agreement, LANGUAGE LINE SERVICES may terminate this Agreement upon thirty days' written notice, unless such breach is cured within said thirty day period.
- C. Without Cause. COUNTY may terminate this Agreement for any reason upon sixty (60) days prior written notice to LANGUAGE LINE SERVICES. The notice shall specify the effective termination date.
- D. Compensation. In the event of any termination of this Agreement, LANGUAGE LINE SERVICES shall be entitled to compensation for uncompensated services rendered under this Agreement, or any amendment thereto, through and including the effective date of such termination. In no event shall the making of any payment to LANGUAGE LINE SERVICES constitute or be construed as a waiver by COUNTY and shall in no way impair or prejudice any right or remedy available to COUNTY.
- E. Lack of Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide LANGUAGE LINE SERVICES seven (7) days' notice to terminate this Agreement due to lack of funding.

4. COMPENSATION:

The rates and costs shall be as set forth in attachments listed in Section 35, which are attached hereto and incorporated herein by reference.

5. PAYMENT:

LANGUAGE LINE SERVICES shall submit an itemized invoice monthly to COUNTY itemizing all work completed. Invoices shall be in a format approved by and shall include backup documentation as specified by the Sr. Buyer and the Humboldt County Auditor-Controller. LANGUAGE LINE SERVICES shall submit a final undisputed invoice for payment no more than thirty (30) days following the termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of the invoice.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested,

to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Purchasing  
Attn: Sr. Buyer, Bev Pixley  
825 5<sup>th</sup> Street, Room 112  
Eureka, CA 95501

LANGUAGE LINE  
SERVICES: Language Line Services, LLC  
Attn: Michelle Garlow  
One Lower Ragsdale Drive, Bldg. 2  
Monterey, CA 93940

7. REPORTS:

LANGUAGE LINE SERVICES agrees to provide COUNTY with any reports, which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORDS AND AUDITS:

- A. Maintenance and Preservation of Records. LANGUAGE LINE SERVICES agrees to timely prepare accurate and complete financial and performance records with respect to all matters covered under this Agreement, and to maintain said records for five (5) years after the termination or expiration of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising there from. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed. In addition, LANGUAGE LINE SERVICES shall maintain detailed payroll records.
- B. Inspection of Records. All records referenced by this section shall be made available upon reasonable advance written notice and during normal business hours to inspection, audit and reproduction by any Authorized Representative of COUNTY. LANGUAGE LINE SERVICES agrees to allow interviews of any of its employees who might reasonably have information related to such records.
- C. Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements of this Agreement shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because LANGUAGE LINE SERVICES's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

LANGUAGE LINE SERVICES agrees that COUNTY has the right to monitor LANGUAGE LINE SERVICES's activities related to this Agreement, including the right to review and monitor records, programs or procedures related to this Agreement, at any time, as well as the overall operation of LANGUAGE LINE SERVICES's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy or results of the services performed by LANGUAGE LINE SERVICES pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, LANGUAGE LINE SERVICES may receive information that is confidential information under local, state or federal law. LANGUAGE LINE SERVICES agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

11. CLIENT CONFIDENTIALITY:

A. Unauthorized Disclosure of Identifying Information. LANGUAGE LINE SERVICES shall protect from unauthorized disclosure the names and other identifying information concerning persons receiving services from COUNTY that may become available to LANGUAGE LINE SERVICES as a result of services performed under this Agreement, except for statistical information not identifying any such person.

B. Use of Identifying Information. LANGUAGE LINE SERVICES shall not use such identifying information for any purpose other than carrying out LANGUAGE LINE SERVICES's obligations under this Agreement.

C. Requests for Disclosure. All requests for disclosure of such identifying information shall be promptly transmitted to COUNTY.

12. NUCLEAR FREE CLAUSE:

LANGUAGE LINE SERVICES certifies by its signature that LANGUAGE LINE SERVICES is not a Nuclear Weapons Contractor, in that LANGUAGE LINE SERVICES is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear components as defined by the Nuclear Free Humboldt County Ordinance. LANGUAGE LINE SERVICES agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if LANGUAGE LINE SERVICES becomes a Nuclear Weapons Contractor.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Employment. In connection with the execution of this Agreement, LANGUAGE LINE SERVICES shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state or local laws or ordinances. This policy does not require the employment of unqualified persons.
- B. Delivery of Services. LANGUAGE LINE SERVICES shall not discriminate in the provision of services because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation.
- C. Compliance with Anti-Discrimination Laws. LANGUAGE LINE SERVICES further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, and other applicable federal and state laws to ensure that employment practices and the delivery of services are non-discriminatory.

14. INDEMNIFICATION:

LANGUAGE LINE SERVICES shall defend, indemnify and hold harmless COUNTY and its officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature (including reasonable attorney fees and other costs of litigation) arising out of or in connection with LANGUAGE LINE SERVICES's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage resulting from the sole negligence or willful misconduct of COUNTY.

15. INSURANCE REQUIREMENTS:

THIS AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and LANGUAGE LINE SERVICES is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting LANGUAGE LINE SERVICES's indemnification obligations provided for herein, LANGUAGE LINE SERVICES shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with

insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LANGUAGE LINE SERVICES, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of TWO MILLION DOLLARS (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit coverage. Such coverage shall include coverage of all owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance as required by the Labor Code of the State of California, with Statutory Limits, and Employers Liability Insurance with a limit of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.
4. Professional Liability Insurance – Errors and Omissions Coverage including coverage in an amount no less than TWO MILLION DOLLARS (\$2,000,000) for each occurrence (FOUR MILLION DOLLARS (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. LANGUAGE LINE SERVICES shall require that the aforementioned professional liability language be incorporated into its agreements with any other entities with which it contracts for professional services.
5. Insurance Notices:  
County of Humboldt  
Attn: HR - Risk Management  
825 5th Street, Room 131  
Eureka, CA 95501

B. Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:



1. The Comprehensive General Liability Policy shall provide that COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of LANGUAGE LINE SERVICES. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance as to COUNTY.
  - d. Does not contain a pro-rata, excess only, and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the Notice provisions set forth under Section 6. It is further understood that LANGUAGE LINE SERVICES shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this project, LANGUAGE LINE SERVICES's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to LANGUAGE LINE SERVICES's insurance and will not be called upon to contribute with it.
5. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.

6. LANGUAGE LINE SERVICES shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over ONE HUNDRED THOUSAND DOLLARS (\$100,000) shall be disclosed to and approved by COUNTY. If LANGUAGE LINE SERVICES does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and LANGUAGE LINE SERVICES agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to LANGUAGE LINE SERVICES under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required aggregate limit is encumbered, and LANGUAGE LINE SERVICES shall be required to purchase additional coverage to meet the above aggregate limits.

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that LANGUAGE LINE SERVICES shall not be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, workers' compensation and injury leave or other leave benefits.

17. COMPLIANCE WITH LAWS:

LANGUAGE LINE SERVICES agrees to comply with all applicable local, state and federal laws and regulations, including but not limited to, the Americans with Disabilities Act.

LANGUAGE LINE SERVICES shall maintain licensure and certification requirements at all times during this Agreement. LANGUAGE LINE SERVICES agrees that all professional level persons employed by LANGUAGE LINE SERVICES have met applicable professional licensure requirements pursuant to local, state and federal laws and regulations.

18. SEVERABILITY:

In the event that any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by any court of law, then each party shall be relieved of any obligations arising in such provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

19. ASSIGNMENT:

LANGUAGE LINE SERVICES shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY, except that LANGUAGE LINE SERVICES may assign this Agreement to a successor in interest in all its business without the consent of COUNTY. Any assignment by LANGUAGE LINE SERVICES in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements, contracts or other arrangements usually or customarily entered into by LANGUAGE LINE SERVICES to obtain or arrange for supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of the parties and to each of their heirs, executors, administrators, successors and assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

23. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties pertaining to the same subject matter.

24. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning this project prepared by and /or submitted by LANGUAGE LINE SERVICES shall become the property of COUNTY. LANGUAGE LINE SERVICES may retain copies for its records. In the event of termination of this Agreement, for any reason whatsoever,

LANGUAGE LINE SERVICES shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

26. STANDARD OF PRACTICE:

LANGUAGE LINE SERVICES warrants that LANGUAGE LINE SERVICES has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession under similar circumstances. LANGUAGE LINE SERVICES's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers, Internet). In addition, LANGUAGE LINE SERVICES shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place, and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Sr. Buyer.

28. INFORMATION TECHNOLOGY ASSURANCES:

LANGUAGE LINE SERVICES shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by LANGUAGE LINE SERVICES in the performance of services pursuant to this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

30. SUBCONTRACTS:

LANGUAGE LINE SERVICES shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. LANGUAGE LINE SERVICES remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracts will be subject to all applicable provisions of this Agreement. LANGUAGE LINE SERVICES shall be responsible for the performance of any subcontractor whether approved by COUNTY or not. COUNTY hereby approves LANGUAGE LINE SERVICES' use of individual non-employee interpreters who may perform services for COUNTY in accordance with the terms and conditions of this Agreement.

31. INTERPRETATION:

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

33. FORCE MAJEURE:

Neither LANGUAGE LINE SERVICES nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

34. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

35. ATTACHMENTS AND EXHIBITS INCORPORATED:

The following documents are attached hereto and incorporated into this agreement. Nothing in any of these documents is intended or shall be construed to prevent COUNTY from complying with the California Public Records Act or other laws relating to public documents:

- ▶ NORTH AMERICAN MASTER SERVICES AGREEMENT FOR LANGUAGE LINE SERVICES WITH HUMBOLDT COUNTY
- ▶ ATTACHMENT A1: OVER THE PHONE CHARGES AND OPTIONS
- ▶ ATTACHMENT A3: TRANSLATION AND LOCALIZATION – ADDITIONAL TERMS
- ▶ TRANSLATION PRICING
- ▶ ATTACHMENT A4: LANGUAGE Uc VIDEO REMOTE INTERPRETING CHARGES
- ▶ AGREEMENT FOR LANGUAGE Uc
- ▶ ATTACHMENT A6: DIRECT RESPONSE CHARGES

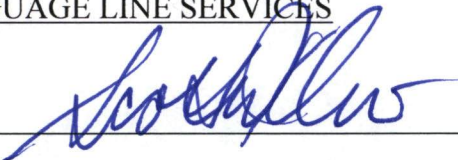
- ▶ ATTACHMENT B: CLIENT CONTACT INFO
- ▶ EXHIBIT A: TERMS AND CONDITIONS SPECIFIC TO COUNTY OF HUMBOLDT
- ▶ EXHIBIT B: BUSINESS ASSOCIATE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates hereinafter indicated.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER.*


LANGUAGE LINE SERVICES

By: 

Date: 05/05/2015

Name: Scott W. Klein

Title: President & CEO

By: 

Date: 05/05/2015

Name: Michael F. Schmidt

Title: CFO

COUNTY OF HUMBOLDT

By: 

Date: 06/16/2015

Estelle Fennell, Chair  
Humboldt County Board of Supervisors

**NORTH AMERICAN MASTER SERVICES AGREEMENT  
FOR LANGUAGE LINE® SERVICES WITH  
[COUNTY OF HUMBOLDT]**

Language Line Services, Inc. ("Language Line Services") and you, the Customer ("Customer"), agree that the terms and conditions shown below and in all attachments and addenda hereto will apply to the services provided by Language Line Services to you under this Agreement.

**TERMS OF SERVICE**

1. **TERM OF AGREEMENT.** This Agreement will become effective upon signing by both parties and will continue in effect for the Initial Term (the "Initial Term") identified on the respective Schedules for each of the Services, namely, (a) for the OPI Services, **Attachment A1, Over-the-Phone Charges and Options**, (b) for the Translation and Localization Services, **Attachment A3, Translation and Localization Customer Charges**, (c) for the Video Services, **Attachment A4 LanguageU<sup>c</sup> Usage Charges & Schedule of Fees**, and (d) **Attachment A6 Language Line Direct Response Client Charges** unless earlier terminated as set forth in this Agreement. Upon the expiration of the Initial Term, this Agreement will be automatically renewed for successive one-year periods unless either party provides written cancellation notice to the other at least one hundred twenty (120) days prior to the expiration of the then-current Term. As used in this Agreement, each term after the Initial Term is a "Renewal Term" and the Initial Term and the total Renewal Terms are the "Term." Upon receipt of a timely cancellation notice by either party, this Agreement will terminate at the end of the then-current Term.
2. **ORDERING SERVICES.** This Agreement is for OPI Services and such other Language Line® Services as are ordered by Customer. The procedures for ordering are described in the respective Attachments for each of the Services, as identified in Section 1.
3. **PAYMENT TERMS.** Usage charges and fees for the respective Services will be set out in the respective Attachments. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to Language Line Services within thirty (30) days of invoice issue date or will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Invoices will be sent to the Customer billing address shown in **Attachment B**, or to such other address as Customer may specify by giving written notice to Language Line Services to the attention of Contracts Administration.
4. **USE OF SERVICES.** Customer warrants that (i) the Services will not be re-sold and (ii) Customer will not use the Services in any manner that may violate any applicable law, rule or regulation. Customer agrees to safeguard its Client Identification Number ("CIN") against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from use of its CIN, whether or not such use is authorized.
5. **CONFIDENTIALITY.** (a) Language Line Services will not disclose any information provided by Customer or Customer's customers/clients using the Services to any person who is not Language Line Services personnel, and will use such information only for purposes specifically contemplated in this Agreement. These obligations do not apply to information which is expressly identified by Customer as not being confidential or is in the public domain. (b) Language Line Services and Customer will not disclose to any person who is not Language Line Services personnel or Customer the terms and conditions of this Agreement or any of the information provided in any invoices or other documents or oral communications between the parties relating to Services. (c) If either party has been requested or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such then that party so compelled may disclose such information without liability after giving reasonable notice to the other party promptly to assert whatever objections the other party desires to prevent such disclosure within such deadlines are required by the governing statutes, rules or regulations.
6. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** LANGUAGE LINE SERVICES WILL PERFORM ALL SERVICES COVERED BY THIS AGREEMENT TO CUSTOMER IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGE LINE SERVICES MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGE LINE SERVICES SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF

LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 5 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 3 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO LANGUAGE LINE SERVICES WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

8. **INDEMNIFICATION.** The parties each agree to hold harmless and indemnify the other party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 5 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one party asserted against the other party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one party resulting in damages to the other party. Language Line Services maintains extensive insurance coverage for its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **CUSTOMER AFFILIATES.** This Agreement will apply to the named Customer. It will not apply to Customer Affiliates" (as defined below), unless such Affiliates are identified by name and location in **Attachment B**. If Customer will be paying for Affiliates' use, the Affiliates will use the Customer Identification Number assigned to Customer and all of the invoices for all Affiliate use of the Services will be sent to and paid for by Customer. If each Affiliate is responsible for paying its own use of Services, the Customer and each authorized Affiliate will be provided separate Client Identification Numbers and each Affiliate will be invoiced separately and will be responsible for payment of its use of the Services. All uses by an Affiliate shall be deemed to be subject to all of the terms and conditions of this Agreement and the word "Customer" shall be deemed to also refer to each Affiliate. The parties agree that the term "Affiliate" means (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in Customer or (2) a company, subsidiary, or joint venture, whether or not incorporated, in which a 50% or greater interest is owned, either directly or indirectly, by Customer or its parent company.
10. **PUBLICITY.** Customer agrees that Language Line Services may use Customer's name and/or corporate logo on Language Line Services' website and marketing materials and upon Language Line Services' reasonable request will provide a testimonial regarding Language Line Services' services for use in Language Line Services' marketing of its Services.
11. **ASSIGNMENT.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Language Line Services may assign its right to payment to an affiliated company and, either party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety.
12. **TERMINATION.** A party claiming the other party to be in breach of this Agreement may terminate this Agreement on thirty (30) days' written notice if the party claimed to be in breach does not cure the alleged breach, unless such breach is not curable in thirty (30) days in which case the party claimed to be in breach shall have a commercially reasonable time to cure the breach. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all Services rendered prior to the effective date of termination. Any disputed charges shall be resolved by Customer and Language Line Services within that thirty (30) day period and any adjustment paid or credited within thirty (30) days thereafter.
13. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Language Line Services to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and does not provide any third party with any right, privilege, remedy, claim or cause of action against Language Line Services, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either party based on the attribution of drafting by either party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be



executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: to Language Line Services at the address shown below and to Customer at the most current address provided to Language Line Services, and sent by first class mail, postage prepaid or by facsimile or by overnight courier, and is effective upon deposit with the post office or the overnight courier (such as FedEx, DHL, etc.) or if sent by facsimile, by the receipt of the facsimile, except that any notice of termination under Paragraph 12 or any notice of cancellation under Section 1 or notice of different or changed address must be sent by overnight courier or by facsimile.

- 14. ENTIRE AGREEMENT.** This Agreement and all of its Attachments is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.



## Attachment A1 Over-the-Phone Charges and Options

ENTERPRISE CONTRACT:     Yes     No    CUSTOMER NUMBER: 3898

INITIAL TERM: 2 Years

CUSTOMER NAME: County Of Humboldt

AFFILIATE NAME:

**ENROLLMENT & SET-UP PACKAGES:**

- One time set up charge for each client identification number, which includes a detailed monthly electronic statement \$275
- Each subsequent client identification number with corresponding statement .....\$125

**PER MINUTE USAGE CHARGES/RATES:**

- Price per minute for Language Line Services is based on the language requested and time of day.

TIERS	LANGUAGES	PEAK*	NON-PEAK*
1	Spanish	\$1.58	\$1.58
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, Vietnamese	\$1.67	\$1.67
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, Portuguese	\$1.67	\$1.67
4	Farsi, Tagalog, Thai, Urdu and all other languages	\$1.67	\$1.67

\* Peak = 5 a.m. - 5 p.m. Monday – Friday

\*\* Non-Peak = 5 p.m. - 5 a.m. Monday - Friday, weekends, and holidays (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).

- There is no charge for standard toll-free access to Language Line Services.
- Per minute rates do not include international calls.

- **VOLUME SURGE:** Language Line Services reserves the right to assess a 15% surcharge for months in which defined surges in volume occur unless the customer has notified Language Line Services two weeks in advance of the anticipated increase. A volume surge is defined as a 10% increase in minutes of use from the previous day and the amount of increase is over 5,000 minutes per day.

- Minimum charge per client identification number .....\$100 per client identification number

- Platform access per call .....\$0.25 per call

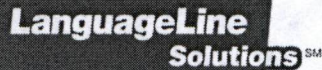
- **FCC SURCHARGE AND FEES:** Fees to third party telecommunications service providers that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).

- **FINANCE CHARGE:** Applied to any past due balances. 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 rate permitted by applicable law.

PLEASE NOTE: This document is the sole document that reflects pricing for your account. This document must be signed by an authorized representative from your company. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes will be made on next full monthly billing cycle.

**BILLING OPTIONS:**

- Electronic Bill .....FREE
- Hierarchical Bill /Month ..... \$30/month
- Custom billing fee (per invoice, per month) ..... \$30/invoice/month
- Historical Invoices over 90 days (per monthly invoice requested)..... \$30/invoice/month
- Paper Bill..... \$10



# Attachment A1 Over-the-Phone Charges and Options

**CUSTOM REPORTING OPTIONS:**

- Custom Report Set-up (per hour)..... \$250/hour
- Custom report maintenance..... \$30/month

**SERVICE OPTIONS:**

- Custom 800 line maintenance..... \$30/month
- Custom 800 line set-up ..... \$150
- Custom greeting maintenance ..... \$30/month
- Custom greetings set-up ..... \$50
- Custom recording for redirection of old/abandoned number set-up ..... \$50
- Custom recording for redirection of old/abandoned number ..... \$10/month
- Long distance dial out charge: Applied per dial out (in addition to per minute charges) ..... \$5

**OPTIONAL TRAINING ASSISTANCE AND MATERIALS:**

- Buddy Tags (50 tags per set)..... \$50
- Customized reference and support materials development (per hour) ..... \$179
- Desk top displays (each)..... \$11
- Language identification cards (each set of 50)..... \$49
- Posters (each)..... \$10
- Quick Reference Guides Wallet Cards (0-50) ..... \$10
- Quick Reference Guide Postcards (0-50) ..... \$10
- Quick Reference Guides and Wallet Cards (each additional set of 50) ..... \$29
- Training / Awareness assistance (on site per day/per person)..... \$500
- Training / Awareness assistance (telephone/per session) ..... \$125

**OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME:**

- Applied per appointment ..... \$100
- Cancellation per appointment will be charge \$200 for any missed appointment..... \$200 per missed appointment

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The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

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**TRANSLATION AND LOCALIZATION ADDITIONAL TERMS AND CONDITIONS  
FOR LANGUAGE LINE® SERVICES WITH  
COUNTY OF HUMBOLDT**

The following terms and conditions are in addition to the Standard Terms and Conditions in the Language Line Services North America Master Agreement ("MSA") to which this Attachment 3 is attached and applies to any of the localization, translation, engineering, formatting, and other related services (collectively "Service") provided by Language Line Services, Inc. d/b/a/Language Line Translation Services ("Language Line") to Customer. The Standard Terms and Conditions of the MSA are incorporated herein by reference.

**TERMS OF SERVICE**

1. **CHARGES:** Charges for the Service shall be as specified by Language Line to Customer in an Estimate Letter. Estimate Letters are based upon specifications and information originally submitted by Customer, and any change therein, including delivery requirements, automatically void the quotation. For example, if the Estimate Letter is based on sample pages, a sample document used as a model, or an incomplete version of the source file, or any file other than the actual one Customer want localized, the amount of the quotation and the deadline may be adjusted accordingly. Adjustments to the Estimate Letter may also be necessary if specifications are changed or added, or if work not covered in the original quotation is required, or if Customer failed to provide complete, written specifications for the assignment. Estimate Letters are only valid for thirty days or as otherwise specified in writing.
2. **ORDERS:** Orders authorized by Customer may only be canceled on terms that provide for payment for work commenced by Language Line and necessary work-related obligations entered into pursuant to the order. Upon cancellation of any order prior to completion, Language Line shall be reimbursed for all costs and expenses incurred with respect to the order prior to cancellation. Furthermore, if Customer change the original text, alter specifications, or add new specifications once Customer have authorized Language Line to begin work, the changes, alterations, or additions may result in additional charges and adjustments of deadlines.
3. **TERMINOLOGY:** Unless Customer provides terminological reference material like glossaries or terminology lists, Language Line will use its best judgment in the selection of terms pertinent to a given field. Customer will be charged for changes to such terms.
4. **APPEARANCE:** When the Service includes formatting, typesetting, page layout, or artwork, Language Line will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as Customer specified. Unless the Estimate Letter specifies otherwise, Language Line 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.
5. **REVIEWS:** Customer has the right to review translated files. If Customer waive this right, Customer agree to accept the work project as is, except for gross negligence or translation errors that materially alter the meaning of the original text.
6. **EDITING:** Any editing or alteration of the finished product provided to Customer when such product is acceptable for the language involved or when style or other matter is left to the judgment of Language Line may result in additional charges to Customer, except that errors in accuracy will be corrected at no extra charge.
7. **PAYMENT:** (a) Payment for all Services provided by Language Line will be due upon invoice at progress intervals and upon completion, as specified in the Estimate Letter. (b) All errors, claims, or requests for adjustment must be presented within thirty days after the date of delivery or such work will be deemed to have been accepted. (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 1/2 %) per month (eighteen percent (18%) per annum).
8. **CUSTOMER PROPERTY:** Customer property delivered to Language Line for use in the production of work is received, used, stored, and returned to Customer upon completion of the work by Language Line without any liability for loss or damage.
9. **SUBCONTRACTING:** Language Line may subcontract any or all of the work to be performed by it under this Agreement, but subject to the exclusions and limitations of liability provided under this Agreement, shall retain the responsibility for the work that is subcontracted. Independent contractors used by Language Line Services who may provide translation and localization services under this Agreement and who are subject to confidentiality agreements with Contractor are deemed "employees" for purposes of this Agreement.

# Language Line Services, Inc.

A LanguageLine Solutions<sup>SM</sup> Company

10. **INDEMNIFICATION:** Neither Language Line nor its affiliates (collectively, the "Indemnified Parties") shall be liable for the use or content of the translated and other materials provided by Customer, including, but not limited to, any infringement of copyrights or licenses, any false, misleading, or offensive or libelous statements, or statements which otherwise violate state or federal law, or any violation of privacy, moral or publicity right (collectively, "Claims"). Customer agrees that Customer will be solely liable with respect to the content of Customer translated and other materials, and its use and for all Claims relating to same, and will indemnify and hold harmless the Indemnified Parties for all costs or damages, including litigation costs and attorney fees, incurred by the Indemnified Parties, or any of them, in connection with any such Claims.
11. **ORDERING SERVICES.** Each project or service performed under this Agreement shall be defined in a separate Estimate Letter referencing this Agreement and signed by authorized representatives of both Language Line and Customer. Each Estimate Letter shall include a statement of the services to be performed, the deliverables to be provided, pricing, any special terms and conditions for that specific engagement, and a completion timetable. If any terms in the Estimate Letter conflict with the terms of this Agreement, the terms of this Agreement shall govern.
12. **CHANGE ORDERS.** Change orders may be requested by either party. Change order requests will be analyzed by Language Line for cost and schedule impact. If, in Language Line's reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting Language Line's ability to maintain the project schedule, Language Line will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, Language Line will provide Customer with a written change order proposal for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion, accept or reject Language Line'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.
13. **LIMITED WARRANTY.** Language Line warrants that it will perform the services specified in the SOW in a professional manner and in accordance with standard industry practice. Language Line's sole obligation for defective services is the re-performance, at no additional charge to Customer, of that portion of those services that Language Line and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. All errors, defects, or claims must be presented to Language Line within thirty (30) days of delivery or such work will be deemed to have been accepted. Language Line shall correct any defect within thirty (30) days of notice from Customer. LANGUAGE LINE MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE DELIVERABLES OR SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
14. **NON-SOLICITATION.** Neither party shall solicit for employment the current employees or former employees of the other during the term of this Agreement or for a period of one year thereafter.

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

**DOCUMENT TRANSLATION FEES**

Translation fees, which include Translation, Editing and Proofreading (if applicable) are based upon the English word count.

**TABLE 1: TRANSLATION PRICING**

<b>Both Directions: English&gt;Language &amp; Language&gt;English</b>	<b>Translation Fee (Per Word)</b>
Chinese (S), Chinese (T), Spanish	\$0.18
French, Italian, German	\$0.24
Bosnian, Bulgarian, Croatian, Czech, Greek, Haitian Creole, Hungarian, Romanian, Russian, Serbian, Slovak, Slovenian, Turkish, Ukrainian	\$0.26
Burmese, Hmong, Korean, Japanese, Nepali, Tagalog, Thai, Vietnamese	\$0.28
All Other languages	\$0.35

<b>ADDITIONAL PRICING COMPONENTS</b>		<b>Standard Turnaround</b>
Minimum charge per document translation order		\$99.00
Translation cost per word		See Table 1 (Page 1)
Proofreading / Review (if requested)		Included in Table 1 rates
Basic layout/formatting/PDF creation per hour		\$55.00
Graphic Design Services		\$55.00
Transcription/translation of Audio or Videos files		Individual Quote
Project Management	10% of overall project cost (0.50 hour minimum @\$55/hour)	
No delivery charge for Fax, E-mail, or U.S. Mail. Additional charge for courier services only.		
Unless indicated otherwise, a one hour minimum will apply to hourly services.		

## TURN-AROUND GUIDELINES

The following outlines LanguageLine Solutions standard turn-around commitment for document translation based on the size of the source document being translated.

- Less than 1 000 words 1 – 3 business days
- 1001 to 2500 words 4 – 6 business days
- 2501 to 7500 words 6 – 8 business days
- Greater than 7501 words 8 + business days

Standard rush charges applied to above quoted pricing for advanced or shorter Delivery Option will be billed at 50% of project cost.

## OTHER

- Business hours are Monday – Friday, 6 a.m. to 6 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. ▪ Translation charges will appear in a single, monthly invoice.

**AGREEMENT  
FOR LANGUAGEU<sup>C</sup>  
WITH  
COUNTY OF HUMBOLDT**

This is an Agreement ("Agreement") for real time, on demand American Sign Language and other selected languages to be noted on Attachment A4, Remote Interpreting Charges, interpretation services through video ("the Services") between LANGUAGE LINE SERVICES, INC. a LanguageLine Solutions<sup>SM</sup>, a Delaware corporation ("Language Line") and you, the Customer.

The parties agree to the following terms and conditions:

1. **AGREEMENT TO PROVIDE SERVICES.** Language Line agrees to provide the Services on the terms and conditions set forth in this Agreement. Usage charges for the Services will be billed monthly at the rates set forth in Attachment A4 to this Agreement. Usage charges and fees do not apply unless this service is activated.
2. **TERM OF THIS AGREEMENT.** The Initial Term of this Agreement is two (2) years. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year periods unless either party provides written cancellation notice to the other at least one hundred twenty (120) days prior to the expiration of the then-current Term. As used in this Agreement, each term after the Initial Term is a "Renewal Term" and the Initial Term and the total Renewal Terms are the "Term." Upon receipt of a timely cancellation notice by either party, this Agreement will terminate at the end of the then-current Term.
3. **PAYMENT TERMS.** Usage charges and fees for the respective Services are set out in Attachment "A" to this Agreement. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to Language Line Services within thirty (30) days of invoice issue date or will be waived by Customer. Customer shall not have the right to set-off any disputed amounts.
4. **SOFTWARE LICENSE AGREEMENT.** The Services are provided by Language Line through Stratus Video and are subject to a Software License Agreement available for review and acceptance at the time of downloading of the software. The terms and conditions of the Software License Agreement must be accepted as a precondition to the use of The Services. The Software License Agreement is incorporated into this Agreement as part of these services and governs the use by Customer of the Software.
5. **AVAILABILITY.** 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 Language Line.
6. **INTELLECTUAL PROPERTY RIGHTS.** Neither the Agreement, nor Customer's use of the Services provides Customer with any right, title, or interest in or to the Software, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights. Customer expressly agrees that it shall not seek, and is expressly prohibited from asserting or filing, registrations and/or applications for ownership or intellectual property rights in the Software or the Services in any country, nation, or jurisdiction throughout the world, and is prohibited from copying, decompiling, reverse engineering, disassembling, modifying, or creating derivative works of the Software, the Interpreter Services, or any aspect thereof, and Customer agrees that it shall not do so. This provision will continue to apply after the Agreement ends.
7. **CONFIDENTIALITY.** (a) Language Line will not disclose any information provided by Customer or Customer's customers/clients using the Services to any person who is not Language Line personnel, and will use such information only for purposes specifically contemplated in this Agreement. These obligations do not apply to information which is expressly identified by Customer as not being confidential or is in the public domain. (b) Language Line and Customer will not disclose to any person who is not Language Line personnel or Customer the terms and conditions of this Agreement or any of the information provided in any invoices or other documents or oral communications between the parties relating to Services. (c) If either party has been requested or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such Confidential Information then that party so compelled may disclose such information without liability after giving reasonable notice to the other party to promptly assert whatever objections the other party has to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations.
8. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.



# Language Line Services, Inc.

A LanguageLine Solutions<sup>SM</sup> Company

9. **LIMITED WARRANTIES AND LIABILITY.** Language Line will perform the Services covered by this agreement to Customer in a professional manner consistent with industry standards. Language Line makes no other representation, warranty or guarantee, express or implied, of any kind, and Language Line specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Customer acknowledges that interpretations, translations, and localizations may not be entirely accurate in all cases and that events outside of the control of language line may result in uncompleted or interrupted service. Except for the parties' obligations under Sections 6 (Confidentiality), 8 (Indemnification) and Customer's obligations under section 1 relating to payment for the Services, and to the extent not prohibited by applicable law, each party's aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the amount paid by Customer to Language Line within the previous 12 months, and except as is prohibited by law or subject to a party's obligations under section 6 (confidentiality) or section 7 (indemnification), neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purpose.
10. **INDEMNIFICATION.** The parties each agree to hold harmless and indemnify the other party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 6 of this Agreement (Confidentiality), (b) a claim by an employee, vendor or agent of one party asserted against the other party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one party resulting in damages to the other party. Language Line maintains extensive insurance coverage for its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
11. **TRANSMISSION; RELEASE.** Customer acknowledges that the use of The Services requires that the user's voice, likeness and/or image be transmitted over the Internet. Customer hereby authorizes Language Line to transmit each user's voice, likeness and/or image over the Internet solely for the purpose of The Services, and Customer agrees to obtain such privacy consents, releases and approvals as may be required to obtain authorization from each user to transmit the user's image, likeness and/or voice for purposes of The Services, and shall indemnify and hold harmless Language Line and its affiliates and their respective employees from all costs, fees, expenses, and damages of any nature whatsoever related to any claims relating to the unauthorized use of the image, likeness and/or voice of any Customer employee, agent, contractor, patient or other user of The Services under Customer's control. This provision will continue to apply after this Agreement ends.
12. **PUBLICITY.** Customer agrees that Language Line may use Customer's name and/or corporate logo on Language Line's website and marketing materials and upon Language Lines' reasonable request will provide a testimonial regarding Language Lines' services for use in Language Lines' marketing of its Services.
13. **ASSIGNMENT.** Neither party may assign any of its rights under this Agreement without the prior written consent of the other party, except that Language Line may assign its right to payment to an affiliated company and either party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and prompt notice of the assignment is provided to the non-assigning party.
14. **TERMINATION.** A party claiming the other party to be in breach of this Agreement may terminate this Agreement on thirty (30) days' written notice if the party claimed to be in breach does not cure the alleged breach, unless such breach is not curable in thirty (30) days in which case the party claimed to be in breach shall have a commercially reasonable time to cure the breach. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all Services rendered prior to the effective date of termination. Any disputed charges shall be resolved by Customer and Language Line within that thirty (30) day period and any adjustment paid or credited within thirty (30) days thereafter.
15. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Language Line to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and does not provide any third party with any right, privilege, remedy, claim or cause of action against Language Line, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed

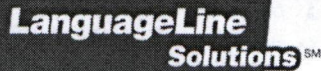
# Language Line Services, Inc.

A LanguageLine Solutions<sup>SM</sup> Company

against either party based on the attribution of drafting by either party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: to Language Line at the address shown below and to Customer at the most current address provided to Language Line, and sent by first class mail, postage prepaid or by facsimile or by overnight courier, and is effective upon deposit with the post office or the overnight courier (such as FedEx, DHL, etc.) or if sent by facsimile, by the receipt of the facsimile, except that any notice of termination under Paragraph 12 or any notice of cancellation under Section 1 or notice of different or changed address must be sent by overnight courier or by facsimile.

16. **ENTIRE AGREEMENT.** This Agreement and all of its Attachments is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature



LanguageU<sup>C</sup> Video Remote Interpreting Charges

ENTERPRISE CONTRACT:  Yes No

INITIAL TERM: 2 years

CUSTOMER NAME COUNTY OF HUMBOLDT

CLIENT NAME (Affiliate):

LICENSE FEES – Annual price per license

One license .....	\$79
2 to 10 licenses .....	\$69
11 to 30 licenses .....	\$59
31 or more licenses .....	\$49

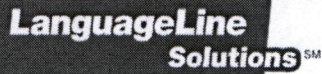
PER MINUTE USAGE RATES - Usage is billed in one-minute increments based on the language requested

American Sign Language (ASL) .....	\$2.99
Spanish .....	\$1.67
All Other Languages.....	\$1.87

SET-UP FEES – One-time set-up fees only apply for video conferencing equipment. A set-up fee is NOT applicable for PCs, MACs, iPads or tablets ONLY for Cisco, Life Size, and Polycom equipment.

One license .....	\$119
2 to 10 licenses .....	\$109
11 to 30 licenses .....	\$99
31 or more licenses .....	\$89

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.



ENTERPRISE CONTRACT:       Yes       No

INITIAL TERM: 2 years

CUSTOMER NAME AND NUMBER: County of Humboldt

**ENROLLMENT FEE**

One-time setup fee per language..... \$800

Enrollment Fee Includes:

■ **DEDICATED TOLL-FREE LINE**

Initial setup fee and monthly maintenance fee per language

■ **CUSTOM IN-LANGUAGE GREETINGS AND PROMPTS**

Greetings and prompts are recorded by a native speaker at LanguageLine Solutions office

NOTE: For customers who provide their own recorded greeting a credit of \$100 will be applied.

**PER MINUTE RATE**

LanguageLine Solutions Direct Response incremental rate (if any) ..... \$ Billed at OPI per minute rate \_\_\_\_\_

NOTE: This is in addition to the contracted over-the phone-interpretation per minute rate.

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

ENTERPRISE CONTRACT:       Yes       No

INITIAL TERM: 2 Year

CUSTOMER NUMBER: 3898

CUSTOMER NAME (Parent Company): County Of Humboldt

CLIENT NAME (Affiliate):

Please complete both pages of this Attachment B and send a copy of it, the signed Agreement, a copy of your W-9 and if applicable a copy of your tax exempt certificate to LanguageLine Solutions, Attn: Contract Administration Department, 1 Lower Ragsdale Drive Building 2, Monterey, CA 93940.

**OPERATIONS CONTACT**

Name w/ Salutation: Ms. Beverly Pixley

Title: Sr. Buyer

Telephone: 707-268-2541

Fax:

E-Mail: bpixley@co.humboldt.ca.us

Address: 825 5th Street, Room 112

City, State, Zip/Postal Code: Eureka, CA 95501

**BILLING CONTACT**

Same as operations contact

Name w/ Salutation: Ms. Vanessa Ericksen

Title: Admin. Secretary

Telephone: 707-268-2510

Fax:

E-Mail: vericksen@co.humboldt.ca.us

Address: 825 5th Street, Room 112

City, State, Zip/Postal Code: Eureka, CA 95501

**TRAINING CONTACT (if applicable)**

Same as billing contact       Same as operations contact

Name w/ Salutation:

Title:

Telephone:

Fax:

E-Mail:

Address:

City, State, Zip/Postal Code:

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The number of employees who will be trained to use the interpreter service (estimated): 200

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Standard Industry Classification (SIC Code), if known:

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Tax Exempt:  No       Yes. NOTE: if yes, please include a copy of tax exempt letter or certificate with application.

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If applicable please include a copy of your Purchase Order and/or provide PO #:

---

Your prompt return of this form and the signed Service Agreement (if applicable) will ensure a speedy activation of your account.

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The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

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## EXHIBIT A

### TERMS AND CONDITONS SPECIFIC TO COUNTY OF HUMBOLDT

#### **Additional Terms and Conditions that supplement the Service Agreements and Attachments, specific to COUNTY OF HUMBOLDT:**

1. Language Line Services, Inc. ("Language Line Services") will submit reports as required by Customer.
2. Upon reasonable advance notice, Language Line Services agrees to make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination or copying by Customer, the United States Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives. Inspection shall occur at all reasonable times, at Language Line Services' place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the state fiscal year in which this Agreement is in effect. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later. Language Line Services agrees to permit the California Department of Health Care Services or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records.
3. This Agreement shall be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of Customer under any Mental Health Managed Care contract Customer has with the California Department of Health Care Services.
4. Language Line Services will hold harmless both the State of California and Medi-Cal Beneficiaries in the event Customer cannot or does not pay for services.
5. Language Line Services will allow Customer to monitor the services provided under this Agreement and cooperate with a corrective action plan if deficiencies are identified.
6. Language Line Services shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(F) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. If Language Line Services becomes excluded or contracts with individuals or entities that are excluded, Language Line Services will inform Customer.

7. Consistent with the requirements of applicable federal or state law, such as but not limited to Title 42, Code of Federal Regulations, section 38.6(d)(3) and (4), Language Line Services shall not engage in any unlawful discriminatory practices in the admission of clients, assignments of accommodations, treatment, evaluation, employment or personnel, or in any other respect on the basis of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical handicap or disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. Language Line Services shall not discriminate against clients on the basis of health status or need for health care services, pursuant to Title 42, Code of Federal Regulations, section 438.6(d)(3).

ii. During the performance of this Agreement, Language Line Services shall not unlawfully discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical handicap or disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Language Line Services shall comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285 et seq.). Language Line Services shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as it set forth in full. Language Line Services shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

iii. Language Line Services agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the State Department of Health Care Services, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state Language Line Services' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.



7. Consistent with the requirements of applicable federal or state law, such as but not limited to Title 42, Code of Federal Regulations, section 38.6(d)(3) and (4), Language Line Services shall not engage in any unlawful discriminatory practices in the admission of clients, assignments of accommodations, treatment, evaluation, employment or personnel, or in any other respect on the basis of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical handicap or disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. Language Line Services shall not discriminate against clients on the basis of health status or need for health care services, pursuant to Title 42, Code of Federal Regulations, section 438.6(d)(3).

ii. During the performance of this Agreement, Language Line Services shall not unlawfully discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical handicap or disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Language Line Services shall comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285 et seq.). Language Line Services shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as it set forth in full. Language Line Services shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

iii. Language Line Services agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the State Department of Health Care Services, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state Language Line Services' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

iv. Language Line Services shall, in all solicitations or advancements for employees placed by or on behalf of Language Line Services, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

v. Language Line Services shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of Language Line Services' commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

vi. Language Line Services shall comply with all the provisions of and furnish all information and reports required by Section 5043 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulation at 41 Code of Federal Regulations part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, and of the rules, regulations, and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

vii. Language Line Services shall furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

viii. In the event of Language Line Services' noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and Language Line Services may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

ix. Notwithstanding other provisions of this section, Language Line Services may require a determination of medical necessity pursuant to Title 9, California Code of Regulations, section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a client.

## Exhibit B

# Business Associate Agreement Health Insurance Portability and Accountability Act (HIPAA)

This Business Associate Agreement ("Agreement") is entered into between Language Line Services, Inc., a Delaware based corporation ("**Business Associate**"), and County of Humboldt ("**Covered Entity**"). This Agreement supersedes any previous business associate agreement between the parties.

### 1. DEFINITIONS

1.1 **General Rule.** Terms used and capitalized, but not otherwise defined, in this Agreement have the same meaning as is given to those terms by the Privacy Rule or Security Rule.

1.2 **Privacy Rule.** "Privacy Rule" means the standards and implementation specifications for protecting the privacy of individually identifiable health information at 45 C.F.R. Part 160 and Part 164, Subparts (A) and (E), which implement certain provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("**HIPAA**"), and the privacy provisions of the Health Information and Technology for Economic and Clinical Health Act ("**HITECH**"), Pub. L. No. 111-5, Title XIII, and the regulations and guidance promulgated thereunder.

1.3 **PHI and EPHI.** "Protected Health Information" ("**PHI**") means, subject to the definition provided at 45 C.F.R. § 164.501, individually identifiable health information that Business Associate receives from Covered Entity or that it creates or receives on behalf of Covered Entity for the purpose of performing the services under this Agreement, and "Electronic Protected Health Information" ("**EPHI**") has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited however to the information created or received by Business Associate from or on behalf of Covered Entity. In this Agreement PHI and EPHI are collectively referred to as PHI.

1.4 **Security Incident.** "Security Incident" has the same meaning as the term "security incident" in 45 C.F.R. § 164.304, and refers to a breach of security.

1.5 **Security Rule.** "Security Rule" means the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts (A) and (C), and the security provisions of HITECH and the regulations and guidance promulgated thereunder.

1.6 **Underlying Agreement.** "Underlying Agreement" means the agreement or agreements forming the business relationship between Business Associate and Subcontractor.

1.7 **Designated Record Set.** "Designated Record Set" has the same meaning as the term "designated record set" in 45 C.F.R. § 164.501, and refers to PHI used in making decisions regarding an Individual.

1.8 **Limited Data Set.** "Limited Data Set" has the same meaning as the term "limited data set" in 45 C.F.R. §.164.514(e)(2).

1.9 **Required by Law.** "Required by Law" has the same meaning as the term "Required by Law" in 45 C.F.R. § 164.103.

1.10 **Individual.** "Individual" has the same meaning as "Individual" in 45 C.F.R. § 160.103, and refers to the person who is the subject of PHI.

## 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 **Permitted Uses and Disclosures.** Business Associate agrees not to use or disclose protected health information ("PHI") other than as permitted or required by this Agreement or as required by law.

2.2 **Safeguards and Security.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate also specifically agrees that:

2.2.1 it will document and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity;

2.2.2 any agent or subcontractor to whom it provides PHI created or received for or from Covered Entity must agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI;

2.2.3 it will report to Covered Entity any Security Incident of which it becomes aware; and

2.2.4 the Underlying Agreement with Covered Entity may be terminated by Covered Entity consistent with Section 6 of this Agreement.

### 2.3 Notice and Mitigation of Breach.

2.3.1 Business Associate agrees to notify Covered Entity of any Breach of Unsecured PHI created or received for or from Covered Entity and of which Business Associate is aware or should be aware, and to provide such notice promptly but in no event later than 5-days after Business Associate knows or should know of such Breach.

2.3.2 Business Associate agrees to mitigate to the extent possible any harm or damages to Covered Entity or any third-party resulting from a Breach of Unsecured PHI.

2.3.3 Notification by Business Associate to Covered Entity under this Section 2.3 must include:

(a) a brief description of how the Breach happened, including the dates of the Breach and of the discovery of the Breach;

(b) a description of the Unsecured PHI acquired, accessed, used or disclosed by the Breach; and

(c) any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

## 2.4 Access.

2.4.1 Business Associate agrees upon request to provide Covered Entity access to all Designated Record Sets created or received for or from Covered Entity in a reasonable time and manner. Except as provided in Subsection 2.4.4, Business Associate's standard policy on reimbursement for copying and other expenses associated with the provision of access to Covered Entity records will apply.

2.4.2 In the event that an Individual requests access from Business Associate to PHI created or received for or from Covered Entity under applicable rules of civil procedure or legal process, Business Associate will immediately provide notice to Covered Entity of such request, and provide such Individual access as is consistent with the law.

2.4.3 In the event that an Individual directly requests from Business Associate access to PHI created or received for or from Covered Entity that is not subject to discovery or legal process, Business Associate shall forward such request to Covered Entity and take no direct immediate action on such request. If Covered Entity determines such request is to be granted, then Business Associate will cooperate with Covered Entity to provide, at Covered Entity's direction, PHI to an Individual in order to meet the requirements of 45 C.F.R. § 164.524. Denials of access to PHI as requested by an Individual are solely the responsibility of Covered Entity.

2.4.4 If Business Associate uses or maintains an Electronic Health Record containing the EPHI of an Individual, then that Individual may require that it receive such EPHI in electronic format and, further, that such EPHI be transmitted electronically to the Individual or an entity designated by the Individual. Covered Entity will determine whether a request for electronic transmittal is sufficiently clear, conspicuous, and specific, and Business Associate may not electronically transmit EPHI from an Electronic Health Record except as directed by Covered Entity. Business Associate may charge to an Individual only its actual labor costs in producing or transmitting EPHI as provided hereby.

## 2.5 Amendment.

2.5.1 If Covered Entity requests that Business Associate make any amendment(s) to PHI in a designated record set, then Business Associate will incorporate such amendments in the PHI as Covered Entity directs or agrees to make pursuant to 45 C.F.R. § 164.526.

2.5.2 In the event an Individual directly requests Business Associate to amend PHI in a designated record set, Business Associate will forward the request to Covered Entity and take no direct action on the request. If Covered Entity determines such request is to be granted, then Business Associate will cooperate with Covered Entity to amend, at Covered Entity's direction, PHI in order to meet the requirements of 45 C.F.R. § 164.526. Denials of requests for amendment of PHI as requested by an Individual are solely the responsibility of Covered Entity.

2.6 **Records Available.** If Business Associate receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that Business Associate make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's or Business Associate's compliance with the HIPAA Privacy Rule or Security Rule, then Business Associate will promptly notify Covered Entity that Business Associate has received such a request. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI, including its policies and procedures, available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's or Business Associate's compliance with the HIPAA Privacy Rule; provided, however, that this provision shall not apply in the event a court of competent jurisdiction determines, in response to a challenge raised by Covered Entity, that the Privacy Rule provision requiring the inclusion of this provision in the Terms and Conditions is unenforceable, invalid, or otherwise inapplicable to: (i) the relationship between Business Associate and Covered Entity; or (ii) the action that the Secretary may request of Business Associate or Covered Entity regarding Business Associate's internal practices, books, and records relating to the use and disclosure of PHI. No attorney-client, accountant-client, or other legal privilege or the work product doctrine may be deemed

waived by Covered Entity or Business Associate by virtue of Business Associate's compliance with this Section 2.6.

**2.7 Disclosure Record.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as are required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

## **2.8 Accounting.**

2.8.1 Business Associate agrees to make available to Covered Entity in a reasonable time and manner information collected in accordance with Section 2.7 of this Agreement, so as to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

2.8.2 In the event a request for an accounting is made directly to Business Associate by an Individual, Business Associate will forward such request to Covered Entity and will take no direct action on the request. If Covered Entity determines to provide an accounting to the Individual, then Business Associate will make available to Covered Entity the information collected pursuant to Section 2.7 of this Agreement.

**2.9 Restrictions.** In the event a request for restrictions on disclosure of PHI or confidential means of communication is made directly to Business Associate by an Individual, Business Associate will forward such request promptly to Covered Entity, but in no event in less than 5-days, and will take no direct action on the request. If Covered Entity determines it will agree to such request, then Business Associate will observe such restrictions or means of communication as directed by Covered Entity.

**2.10 Other Business Associates.** Business Associate may disclose PHI to other business associates of Covered Entity identified in writing by Covered Entity, or use PHI from other business associates of Covered Entity identified in writing by Covered Entity, in connection with services rendered pursuant to the Underlying Agreement.

## **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

**3.1 General Use and Disclosure.** Except as otherwise permitted in this Agreement, Business Associate may use or disclose PHI only to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement or as minimally necessary to such performance. No use or disclosure may be made which would violate the Privacy Rule if done by Covered Entity or the policies and procedures of the Covered Entity.

**3.2 Specific Uses and Disclosures.** Except as otherwise limited in this Agreement:

3.2.1 Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

3.2.2 Business Associate may disclose PHI for the proper management and administration of Business Associate if such disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3.2.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

3.2.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1) and Business Associate's ethical obligations to Covered Entity.

3.2.5 Business Associate may use PHI for the specific uses and disclosures permitted by this Section 3.2 only as is minimally necessary for such uses and disclosures and, to the extent possible, only in a Limited Data Set.

3.3 **Legal Process.** If Business Associate receives a subpoena, a civil, criminal, or administrative demand, or other legal process that is unrelated to the subject of the Underlying Agreement but which seeks production of or access to PHI created or received for or from Covered Entity, Business Associate will promptly notify Covered Entity of receipt of such legal process, but in no event in less than 5-days or the day before such process is effective, whichever comes first. Business Associate will respond to such legal process in a manner consistent with its legal obligations and its ethical responsibilities, if any, to Covered Entity.

3.4 **Ownership.** Business Associate acknowledges and agrees that Business Associate has no right, title or interest in PHI created or received for or from Covered Entity, or to any aggregation, compilation, or work derived, in whole or part, therefrom. Business Associate agrees that it will not seek or accept remuneration for disclosing PHI without first obtaining written permission from Covered Entity and a copy of an authorization by the subject Individual that specifically authorizes such disclosure and payment.

#### 4. BUSINESS ASSOCIATE COSTS

Except as otherwise provided in this Agreement, Business Associate agrees to pay the reasonable costs of producing or copying documents or records as called for by this Agreement.

#### 5. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity may not request Business Associate to use or disclose PHI in any manner that would be impermissible under the Privacy Rule if done by Covered Entity; provided, however, that Business Associate may use or disclose PHI for data aggregation or management and administrative activities of Business Associate, as provided in Section 3.

#### 6. TERM AND TERMINATION

##### 6.1 Term.

6.1.1 This Agreement is effective the date thereafter on which Business Associate first creates or receives PHI for or from Covered Entity. Termination of the Underlying Agreement shall also terminate this Agreement except as provided herein.

6.1.2 Notwithstanding Section 6.1.1, this Agreement may terminate only when all of the PHI created or received for or from Covered Entity is destroyed or returned to Covered Entity, or, to such PHI retained by Business Associate, in accordance with the termination provisions in Section 7.2.

6.2 **Termination for Cause.** Upon a material breach of this Agreement by Business Associate, Covered Entity may either:

6.2.1 Provide an opportunity for Business Associate to cure the breach and terminate the Underlying Agreement if Business Associate does not cure the breach within the time specified by Covered Entity; or

6.2.2 Immediately terminate the Underlying Agreement.

#### 7. EFFECT OF TERMINATION

7.1 **Return or Destruction of PHI.** Except as provided in Section 7.2, upon termination of the Underlying Agreement for any reason, Business Associate may not retain and must return or destroy all PHI created or



received for or from Covered Entity. This provision applies to PHI in the possession of subcontractors or agents of Business Associate, consistent with Section 2.2.2 of this Agreement.

**7.2 Maintenance of PHI.** If Business Associate determines that returning or destroying any PHI created or received for or from Covered Entity is not feasible, then Business Associate must provide to Covered Entity notification of the conditions that make return or destruction not feasible. If return or destruction of PHI is not feasible, then Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible for so long as Business Associate maintains such PHI. The obligations of this Section 7.2 survive termination of this Agreement and the Underlying Agreement.

**8. MISCELLANEOUS**

**8.1 Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

**8.2 Amendment.** The Parties agree to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and Security Rule, HIPAA or HITECH.

**8.3 Construction.** Any ambiguity in this Agreement, or as between this Agreement and the Underlying Agreement, is to be resolved so as to permit Covered Entity to comply with the Privacy Rule or Security Rule. This Agreement controls in case of a conflict between this Agreement and the Underlying Agreement.

**8.4 No Third-Party Beneficiary.** Business Associate enters into this Agreement for the sole purpose of maintaining the relationship embodied in the Underlying Agreement. Covered Entity enters into this Agreement for the sole purpose of compliance with the Privacy Rule and Security Rule. Business Associate and Covered Entity do not intend by this Agreement or the Underlying Agreement to benefit any third-party, including without limitation any Individual who is a subject of PHI governed by this Agreement.

**8.5 Notices.** All notices required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by facsimile transmission (as evidenced by confirmation of successful transmission), or by registered or certified mail, postage prepaid, addressed to the party as follows. As to mailed notices, they are considered effective on the third day after deposit in the U.S. Mail.

**If to Business Associate:**

Language Line Services., a LanguageLine  
Solutions Company  
ATTN: Contracts Division  
One Lower Ragsdale, Building Two  
Monterey, CA 93940  
Fax: 800.821.9040

**If to Covered Entity:**

County of Humboldt  
Attn: Purchasing  
825 5<sup>th</sup> Street, Room 112  
Eureka, CA 95501