Docusign Envelope ID: AE808694-C2E8-8029-81FD-6B4DA7628956

Subordinate Contract MA-042-27010204

For

LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

Between

COUNTY OF ORANGE

(Health Care Agency)

And

LANGUAGE LINE SERVICES, INC.

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Subordinate Contract
MA-042-27010204
For
LANGUAGE INTERPRETATION AND TRANSLATION SERVICES
Between
County of Orange
And
LANGUAGE LINE SERVICES, INC.

THIS Subordinate Contract Number MA-042-27010204 for LANGUAGE INTERPRETATION AND TRANSLATION SERVICES ("Subordinate Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and LANGUAGE LINE SERVICES, INC. ("Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties."

ATTACHMENTS

This Subordinate Contract is comprised of this document and the following Attachments:

Attachment A - Scope of Work

Attachment B - Payment and Compensation

Attachment C – Cost Summary/Pricing

Attachment D – Master Cooperative Contract, R260506 incorporated by reference only.

RECITALS

WHEREAS, County and Contractor are entering into this Subordinate Contract for LANGUAGE INTERPRETATION AND TRANSLATION SERVICES; and

WHEREAS, OMNIA Partners has issued Cooperative Contract R260506 with LANGUAGE LINE SERVICES, INC. ("Master Cooperative Contract"), effective July 1, 2026, through June 30, 2029; and

WHEREAS, Contractor agrees to provide LANGUAGE INTERPRETATION AND TRANSLATION SERVICES in accordance with the Articles, Attachments, and Exhibits set forth below and the terms, conditions, and pricing of the Master Cooperative Contract; and

WHEREAS, County agrees to pay Contractor the fees set forth in Attachment C, attached hereto and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing via an amendment by County's Procurement Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price in this Contract does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

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6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses and reasonable attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

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11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work to that set forth in the Scope of Work without County's specific written approval via an amendment.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

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In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike, pandemic or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

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20. Freight:

Prior to County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

29. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's

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Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

I. General Insurance Requirements

Prior to the provision of services under this Contract, Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to County during the entire term of this Contract.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer. Any failure on the part of County to monitor or enforce compliance with any of the insurance requirements shall not be construed as a waiver of any required insurance provisions herein.

Evidence of Insurance

Insurance certificates and all endorsements shall be forwarded to County agency/department listed in the Notices paragraph. The name of the Insured Party on the Certificate of Insurance shall match the name of Contractor identified in the Contract.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Procurement or the agency/department procurement division, County may immediately terminate this Contract for cause.

Failure to maintain and/or provide evidence of insurance acceptable to County for the full term of this Contract shall constitute a material breach, upon which County may terminate this Contract for cause.

Cancellation and Changes in Insurance

Contractor shall provide thirty (30) calendar days prior written notice to County of any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract for cause.

Insurance requirements are subject to periodic review by County. County retains the right to require additional types of insurance coverage or higher limits throughout the term of this Contract. Any change will be deemed by County Risk Manager as appropriate to adequately protect County's risk. County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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Subcontractor Insurance Requirements

All subcontractors performing work on behalf of Contractor pursuant to this Contract shall be included under Contractor's insurance as an Additional Insured or shall maintain insurance subject to the same requirements as Contractor *(unless specified below)*. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. Contractor shall provide the insurance requirements to every subcontractor and shall be responsible for verifying each subcontractor complies with the required insurance prior to allowing any subcontractor to begin work. Evidence of subcontractor's insurance must be maintained by Contractor through the entirety of this Contract for inspection by County at any reasonable time.

Self Insured Retention (SIR)

All SIR's shall be clearly stated on the Certificate of Insurance. Any SIR above Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee. County reserves the right to require current audited financial reports from Contractor as evidence it can support the SIR.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com)**.

Waiver of subrogation

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Umbrella or Excess Insurance

If Contractor utilizes combination of umbrella or excess policies to satisfy the required insurance, these policies must "follow form" and afford no less coverage than the primary policy.

Insurance Coverages and Limits:

Contractor shall maintain throughout the contract the minimum limits and coverage as set forth below.

Commercial General Liability

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

Required Coverage

Shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Commercial General Liability policy shall contain a severability of interests "separation of insureds" clause and include coverage for products completed operations, personal and advertising, and contractual liability.

Required Endorsements

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The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state As Required by Written Contract.

B. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary, and any insurance or self-insurance maintained by County shall be excess and non-contributing.

Automobile Liability

Minimum limits and coverage

$1,000,000 combined Single Limit

Required Coverage

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad. The policy shall include coverage for owned or scheduled (if applicable), non-owned, and hired vehicles.

Workers' Compensation

Minimum limits and coverage

Statutory

Coverage is required for all employees providing services pursuant to the Contract. Worker's Compensation coverage shall meet all the requirements of the State of California Labor Code.

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state **As Required by Written Contract**.

If Contractor has no employees, it may certify to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code by signing a County waiver. The waiver shall be reviewed and will require approval from the County Risk Manager or designee.

Employers Liability Insurance

Minimum limits and coverage

$1,000,000 per accident or disease

ADDITIONAL TERMS AND CONDITIONS

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1. Scope of Contract:

This Subordinate Contract specifies the contractual terms and conditions by which Contractor shall provide LANGUAGE INTERPRETATION AND TRANSLATION SERVICES in accordance with this Contract, including the Master Cooperative Contract.

2. Term of Contract:

The term of this Subordinate Contract shall become effective Friday, January 1, 2027, and shall continue through Saturday, June 30, 2029, unless otherwise terminated as provided herein.

3. Renewable with Concurrence

This Subordinate Contract may only be renewed or extended if Master Cooperative Contract is renewed or extended and the Parties mutually agree to such renewal or extension.

4. Procurement Organization Contract

Wherever the State of Texas is referenced in the Master Cooperative Contract, Contractor shall recognize the County of Orange as a political subdivision of the State of California, and extend to County the same rights and remedies granted to the State during the entire term of the Contract.

5. Adjustments – Scope of Work:

No adjustments made to the Scope of Work are authorized without prior written approval of County assigned Deputy Procurement Agent (DPA) via an amendment.

6. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

7. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:

A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;

B. Afford Contractor written notice of the breach and fifteen (15) calendar days within which to cure the breach;

C. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

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D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

8. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. Conflict of Interest – Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor must provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

10. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with County, who are not already established in the County Financial System as an Auditor-Controller Vendor, must submit to County a federal Form W-9, or form W-8 for foreign vendors. County will inform Contractor, at the time of award, if the Form W-9, or W-8, is required.

A. In order to comply with this County requirement, within ten (10) calendar days of notification of selection of award of Contract but prior to official award of Contract, Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

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12. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

13. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

14. Lobbying:

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

15. Data – Title To:

All materials, documents, data or information obtained from County data files, or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

16. Debarment:

Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. If Contractor is subject to debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency, County may immediately terminate this Contract for cause.

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17. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

18. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

A. Contractor shall submit to the agency/department assigned Deputy Procurement Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

B. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County does not render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate the Contract for cause or for convenience as stated in Article "Termination" herein.

19. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

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A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The organization's policy of maintaining a drug-free workplace
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

1. Will receive a copy of the company's drug-free policy statement; and
2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or
2. Contractor violates the certification by failing to carry out the requirements as noted above.

20. <u>EDD Independent Contractor Reporting Requirements:</u>

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

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Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

21. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to County. Contractor agrees that County review is discretionary, and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

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24. News/Information Release:

Contractor shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

25. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

26. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

27. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

28. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

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29. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted ninety (90) calendar days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

30. Project Manager, County:

County shall appoint a Project Manager to act as liaison between County and Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with Contractor.

31. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

32. Contractor Screening

Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (http://exclusions.oig.hhs.gov)

b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (http://sam.gov)

c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database)

33. Compensation and Payment

Contractor agrees to provide the products or services specified in Attachment A, Scope of Work, and at the pricing specified in Attachment C, Cost Summary/Pricing. The maximum amount under this Subordinate Contract shall not exceed the total contract amount not to exceed stated in Attachment B, Payment and Compensation.

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34. Notices:

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	LANGUAGE LINE SERVICES, INC.
Attn:	John Reitano
Address:	1 LOWER RAGSDALE DR, MONTEREY CA 93940
Phone:	310.795.3485
Email:	john.reitano@languageline.com

County's Project Manager: Health Care Agency	
Attn:	Deana Helmy
Address:	750 The City Drive South STE 225Orange, CA 92868
Phone:	(714) 834-6604
Email:	dhelmy@ochca.com

cc: Health Care Agency/Procurement Services	
Attn:	Roosevelt McCombs, County DPA
Address:	405 W. 5th St STE 600Santa Ana, CA 92701
Phone:	(714) 834-7607

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Email:	rmccombs@ochca.com

BUSINESS ASSOCIATE AGREEMENT

1. GENERAL PROVISIONS AND RECITALS

A. The Parties agree that the terms used, but not otherwise defined below in the section titled "DEFINITIONS," shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (DHHS) ("the HIPAA regulations") (45 CFR Parts 160, 162 and 164) as they may exist now or be hereafter amended.

B. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract that are described in the definition of "Business Associate" in 45 CFR § 160.103.

C. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI"), as defined below in the section titled "DEFINITIONS," Subparagraph titled "Protected Health Information" or "PHI," to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.

D. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

E. The Parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

F. The Parties understand that the HIPAA Privacy and Security rules, as defined below in the section titled "DEFINITIONS," Subparagraphs titled "The HIPAA Privacy Rule" and "The HIPAA Security Rule," apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

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2. DEFINITIONS

A. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.

B. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

1. Breach excludes:

a. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

b. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

c. A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

b. The unauthorized person who used the PHI or to whom the disclosure was made;

c. Whether the PHI was actually acquired or viewed; and

d. The extent to which the risk to the PHI has been mitigated.

C. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

D. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

E. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

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F. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

G. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

H. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

I. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

J. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

K. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

L. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

M. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

N. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

O. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

P. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

Q. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site - https://www.hhs.gov/hipaa/for-professionals/breach-notification/guidance/index.html

R. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

A. Contractor agrees not to use or further disclose PHI County discloses to Contractor other than as permitted or required by this Business Associate Agreement or as required by law.

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B. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Agreement and the Contract, to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Agreement.

C. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County.

D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this Business Associate Agreement.

E. Contractor agrees to report to County within twenty-four (24) hours any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with the section titled "BREACH DISCOVERY AND NOTIFICATION" below and as required by 45 CFR § 164.410.

F. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such information.

G. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524.

H. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

I. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.

J. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

K. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with the Contract, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

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L. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

M. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in the section titled "DEFINITIONS," Subparagraph titled "Breach excludes" above.

4. SECURITY RULE

A. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

B. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained in this section of this Business Associate Agreement.

C. Contractor shall report to County within twenty-four (24) hours any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with the section titled "BREACH DISCOVERY AND NOTIFICATION" below and as required by 45 CFR § 164.410.

5. BREACH DISCOVERY AND NOTIFICATION

A. Following the discovery of a Breach of Unsecured PHI , Contractor shall notify County of such Breach, however both Parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

1. A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

2. Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal common law of agency.

B. Contractor shall provide the notification of the Breach immediately to the County Privacy Officer listed below. Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification. Andrew Alipanah, MBA, CISSP Chief Information Security Officer 721 S. Parker Street Suite 200 Orange, CA 92868 (714) 567-7611 Andrew.Alipanah@ocit.ocgov.com

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Linda Le, CHPC, CHC, CHP County Privacy Officer 721 S. Parker Street Suite 200 Orange, CA 92868 (714) 834-4082 Linda.Le@ocit.ocgov.com

C. Contractor's notification shall include, to the extent possible:

1. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

2. Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

d. A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

D. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

E. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this section and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

F. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

G. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section C.3.b.(a)-(e) above of the "BREACH DISCOVERY AND NOTIFICATION", if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County pursuant to Subparagraph "B" above.

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H. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

I. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

A. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

1. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.

2. Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

   a. The Disclosure is required by law; or

   b. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

3. Contractor may use or further disclose PHI County discloses to Contractor to provide Data Aggregation services relating to the Health Care Operations of Contractor.

B. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.

C. Contractor may use and disclose PHI County discloses to Contractor consistent with the minimum necessary policies and procedures of County.

D. Contractor may use or disclose PHI County discloses to Contractor as required by law.

7. OBLIGATIONS OF COUNTY

A. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

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B. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

C. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

8. BUSINESS ASSOCIATE TERMINATION

A. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:

1. Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

2. Immediately terminate the Contract if Contractor is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Contract is feasible.

B. Upon termination of the Contract, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

1. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.

2. Contractor shall retain no copies of the PHI.

3. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

C. The obligations of this Business Associate Agreement shall survive the termination of the Contract.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

LANGUAGE LINE SERVICES INC

If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signature	Name	Title	Date
Signed by: Bonaventura A. Cavaliere 70876747D2C84D1...	Bonaventura A. Cavaliere	CFO	October 16, 2026
DocuSigned by: Scott Merritt 6D0DC361B0CB4BC...	Scott Merritt	COO	October 16, 2026

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
		Deputy Procurement Agent	

Approved as to form:

Signature	Name	Title	Date
Signed by: Brittany McLean 71CFE638662E411...	Brittany McLean	**Deputy County Counsel**	October 16, 2026

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ATTACHMENT A - SCOPE OF WORK

I. INTRODUCTION

The Health Care Agency (HCA) currently has a need for Sign Language, Language Interpretation and Translation Services. Such services include video and In-Person Verbal Language Interpretation, Over-The-Telephone Language Interpretation, Reformatting of Translated Forms/Documents and Audio Recording Translations. Translation services shall also include written translation of medical records, forms and other various documents.

II. CONTRACTOR RESPONSIBILITIES

A. In-Person Verbal Language Interpretation

1. Contractor shall provide In-Person Verbal Language Interpretation services to various HCA departments/programs/clinics (Programs) and HCA Clients (Clients) that are non-English proficient.

2. Contractor shall assist HCA staff and Clients "In-Person" with verbal language interpretation, by traveling to various Programs as instructed by HCA staff.

3. Contractor shall assist Clients to obtain general information, schedule appointments, communicate and complete required paperwork associated with Client's eligibility for various Programs, and explain rules, regulations and Client expectations as instructed by HCA staff.

4. Contractor shall interpret and translate, if requested, all communication, medical and non-medical, between HCA staff and Clients.

5. Contractor shall provide services as requested at various Programs within Orange County. Parking may be available at no charge at some locations; however, County shall not be held responsible for providing or making parking arrangements for Contractor. County shall not reimburse Contractor for any parking or travel expenses.

6. Contractor shall provide services in a variety of settings, such as group meetings and doctor appointments.

7. Contractor may request meeting handouts, such as PowerPoint Presentations and Meeting Agendas, relating to the In-Person Verbal Language Interpretation from the HCA Program requesting service.

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The HCA Program, to the best of its abilities, will try to provide the appropriate material to Contractor to help in their preparation.

8. Contractor shall take requests for In-Person Verbal Language Interpretation services Monday through Sunday 24 hours a day, seven days a week, 365 days a year.

9. Emergency/Rush interpretation services may require no more than one (1) hour response time by Contractor from the time of the contact by County to the interpreter's arrival at the designated site.

10. Contractor shall be responsible for ensuring the accuracy of its language interpretation as well as its cultural sensitivity services during the In-Person Verbal Language Interpretation. The HCA Program which requested the services may provide feedback to Contractor of services provided.

B. **American Sign Language (ASL) Onsite Interpretation**

Sign language interpretation is part of the Americans with Disabilities Act (ADA) that requires a qualified/certified interpreter to be provided for Deaf and Hard of Hearing individuals who need inpatient/out-patient services as well as HCA employees at various Orange County locations.

1. Contractor sign language interpretation services shall include interpretation (sign language) for Deaf/Hard of Hearing individuals for, but not limited to, Public Health, Correctional Health Services, Behavioral Health programs and Social Services Agency.

2. Contractor sign language interpretation services available to Clients include activities conducted at the Program sites under the auspices of the Program personnel. County approved off-site activities recommended by Program personnel will also be available to Clients. Services shall be provided for Clients and/or HCA employees who are Deaf/Hard of Hearing.

3. Off-site activities throughout Orange County will be limited from two (2) to eight (8) hours per week per Client. Services available to approved non-participants or applicants will be limited to on-site activities conducted at County-operated treatment programs and detention facilities under the auspices of Program personnel.

4. Trilingual interpretation services (American Sign Language, English, and any spoken language) is desirable.

5. Contractor shall provide DeafBlind interpretation, Court Sign Language Interpretation and, as needed, Deaf Interpretation (certified only).

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C. **Over-The-Telephone Verbal Language Interpretation**

1. Contractor shall provide Over-The-Telephone Verbal Language Interpretation services to various HCA Programs, Clients, and contract providers that are non-English proficient.

2. Contractor shall assist HCA staff, Clients, and contract providers with "Over-The-Telephone" Verbal Language Interpretation.

3. Contractor shall assist Clients to obtain general information, schedule appointments, communicate, and explain rules, regulations and Client expectations, as instructed by HCA staff or contract providers.

4. Contractor shall interpret and translate, if requested, all communication, medical and non-medical, between HCA staff and Clients or contract providers and Clients.

5. Contractor shall be capable of providing 4-way calls at no extra cost. The definition of 4-way call: HCA staff or contract provider calls Contractor, Contractor transfers the call to the interpreter, and the interpreter dials out to the Client (HCA staff/Contractor/interpreter/Client).

6. Contractor shall be available for phone and video services and in person interpreting requests twenty four (24) hours per day Monday through Sunday, including weekends and holidays.

7. Contractor shall provide County access to reporting platform MyLanguageLine, which provides daily insight into over-the-phone interpreting and video interpreting account, any day, any time. Online portal offers organization accessibility to monitor usage, review calls placed, create, download and schedule analysis reports, and view invoices, to help increase productivity and manage expenses.

D. **Written Translation of Documents**

1. Contractor shall perform written translation of medical records, forms and other various documents for HCA Programs.

2. As requested by HCA Program, Contractor shall provide the total cost estimation for a translation service prior to the translation process. HCA Program that requested the service will respond within seventy-two (72) hours on whether or not to process that specific requested translation service.

3. Delivery times for translation services shall be within an appropriate agreed upon time. The determination of "appropriate agreed upon time" shall be reasonable and agreed upon between HCA

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and Contractor at the time of requesting services and shall depend on the quantity of translation services needed.

4. HCA may require Contractor to "Rush" the requested translation services. Written translations of documents that are requested by HCA to be "Rush" delivered shall be delivered by Contractor to HCA within seventy-two (72) hours or, on rare occasions, by the same day of Contractor's receipt of documents. Applicable "Rush" charges may apply.

5. Contractor shall use culturally sensitive, current behavioral health terminology. The use of solely Google Translation is unacceptable.

6. Contractor shall be responsible for ensuring the quality and accuracy of its products and services, including making any requested corrections or changes, at no cost to County.

7. Contractor shall perform its own quality assurance and conduct a review of translated documents before delivering them to the requested Program in an editable format. HCA staff and contract providers are responsible for informing Contractor of all errors, omissions or other required changes within thirty (30) days of delivery of product.

E. **Audio Recording of Translated Documents**

1. Contractor shall perform audio recording of selected translated Behavioral Health forms and other various documents for HCA Programs.

2. As requested by HCA, Contractor shall provide the total cost estimation for an audio recording service prior to the audio recording process. After receiving the estimate, HCA Program requesting the service will respond within seventy two (72) hours on whether or not to process that specific requested audio recording service.

3. Delivery times for audio recording services shall be within an appropriate agreed upon time. The determination of "appropriate agreed upon time" shall be determined between HCA and Contractor at the time of requesting services and shall depend on the quantity of audio recording services requested.

4. HCA may require Contractor to "Rush" the requested audio recording services. Audio recording of translated documents that are requested by HCA to be "Rush" shall be delivered by Contractor to HCA within seventy-two (72) hours of Contractor's receipt of documents. Applicable "Rush" charges may apply.

5. Contractor shall be responsible for ensuring the quality and accuracy of its products and services, including making any requested corrections or changes at no cost to County. HCA staff and contract

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providers are responsible for informing Contractor of all errors, omissions or other required changes within thirty (30) days of delivery of product.

F. **Reformatting of Translated Forms/Documents:**

1. Contractor shall perform Reformatting of Translated Forms/Documents services to various HCA Programs upon request.

2. Contractor shall update/revise/reformat previously translated forms/documents to new versions, which may include translation of newly added information provided by HCA Programs.

3. As requested by the HCA Program, Contractor shall provide the total cost estimation for Reformatting Services prior to the translation process. After receiving the estimate, the HCA Program that requested the service will respond within seventy-two (72) hours on whether or not to process that specific requested translation service.

4. Delivery times for reformatting services shall be within an appropriate agreed upon time. The determination of "appropriate agreed upon time" shall be determined between HCA and Contractor at the time of requesting services and shall depend on the quantity of translation services requested.

5. HCA may require Contractor to "Rush" the reformatting services. Written translations of documents that are requested by HCA to be "Rush" shall be delivered by Contractor to HCA within seventy-two (72) hours of Contractor's receipt of documents. Applicable "Rush" charges may apply.

6. Contractor shall be responsible for ensuring the quality and accuracy of its products and services, including making any requested corrections or changes at no cost to County. Contractor shall perform its own quality assurance and conduct a review of translated documents before delivering them to the requested Program in an editable format.

7. HCA staff and contract providers are responsible for informing Contractor of all errors, omissions or other required changes within thirty (30) days of delivery of product.

G. **Video Remote Language Interpretation**

1. Video Remote Language Interpretation services shall be provided to various HCA Programs, Clients, and contract providers that are non-English proficient.

2. Contractor shall assist HCA staff, Clients, and contract providers with "Video Remote" Language Interpretation.

3. Contractor shall assist Clients to obtain general information, schedule appointments, communicate, and explain rules, regulations and Client expectations as instructed by HCA staff or contract providers.

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4. Contractor shall interpret, if requested, all communication, medical and non-medical, between HCA staff and Clients or contract providers and Clients.
5. Contractor shall be available for services twenty-four (24) hours per day, Monday through Sunday, including weekends and holidays.

H. **Braille Translation of Documents**

1. Contractor shall perform translation of medical records, forms and other various documents for HCA Programs.

2. As requested by HCA Program, Contractor shall provide the total cost estimation for a translation service prior to the translation process. HCA Program that requested the service will respond within seventy-two (72) hours on whether or not to process that specific requested translation service.

3. Delivery times for translation services shall be within an appropriate agreed upon time. The determination of "appropriate agreed upon time" shall be reasonable and agreed upon between HCA and Contractor at the time of requesting services and shall depend on the quantity of translation services needed.

4. HCA may require Contractor to "Rush" the requested translation services. Written translations of documents that are requested by HCA to be "Rush" delivered shall be delivered by Contractor to HCA within seventy-two (72) hours or, on rare occasions, by the same day of Contractor's receipt of documents. Applicable "Rush" charges may apply.

5. Contractor shall use culturally sensitive, current behavioral health terminology. The use of solely Google Translation is unacceptable.

6. Contractor shall be responsible for ensuring the quality and accuracy of its products and services, including making any requested corrections or changes, at no cost to County.

7. Contractor shall perform its own quality assurance and conduct a review of translated documents before delivering them to the requested Program in an editable format. HCA staff and contract providers are responsible for informing Contractor of all errors, omissions or other required changes within thirty (30) days of delivery of product.

III. CONTRACTOR QUALIFICATIONS/REQUIREMENTS

A. Contractor and Contractor's employees (interpreters/translators) shall meet the following minimum requirements:

1. Interpreter/translator shall be able to communicate fluently and effectively in both English and the language of which interpretation/translation services are being provided.

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2. Interpreters/translators shall be competent not only with medical terminology but also current behavioral health terminology, which includes mental health and substance use, in a non-stigmatizing language interpretation.

3. Interpreter/translator shall be capable and diligent in following directions provided by the HCA staff or contract provider.

4. Interpreter/translators shall be physically and emotionally capable and diligent in performing HCA's assigned tasks and services. Interpreter/translators must be capable of and willing to communicate sensitive health related issues as directed regardless of personal beliefs.

5. Interpreters/translators shall be culturally sensitive, responsive, and competent.

6. Interpreters shall wear appropriate professional attire during the performance of In-Person Verbal Language Interpretation Services pursuant to this Contract.

7. Contractor and Contractor's interpreters/translators shall maintain, if applicable, appropriate certification and receive on-going training as needed during the term of this Contract.

8. Contractor's interpreters/translators shall be professionally recruited/hired by Contractor.

9. Contractor shall conduct professional reference checks for all interpreters/translators recruited/hired by Contractor.

10. Contractor shall use current computer software to read and edit documents in a variety of languages and fonts.

11. Contractor shall provide reports on a monthly basis and upon request the following: monthly and/or year-to-date reports itemizing, by type of service, account or facility name, name of language in which the service was provided, number of minutes interpreted, number of documents translated and total dollar expenditure.

B. Sign Language

Contractor interpreters must meet the following minimum qualification requirements set forth in this Contract:

1. Certification: Interpreters must demonstrate general knowledge in the field of interpreting, ethical decision making and interpreting skills. Interpreters must possess certification from: California Association of the Deaf (CAD) and/or the Registry of Interpreters for the Deaf (RID), or must have achieved a score of 4.0 or above on the Educational Sign System Evaluation (ESSE) or Educational Interpreter Performance Evaluation (EIPA) assessment. For National

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Interpreter Certification (NIC), granted by the Registry of Interpreters for the Deaf, the interpreters are required to have professional knowledge and skills that meet or exceed the minimum professional standards necessary to perform in a broad range on interpretation and transliteration assignments. NIC exam consists of two main parts: 1) knowledge, and 2) interview/performance.

2. Field Related Experience: Interpreters must be at journeyman level or above. Novice, provisional permit or trainee level interpreters shall not be used in this Contract. Certificated interpreters shall have at least two years of experience with the Deaf/Hard of Hearing individuals with ongoing training on mental health and alcohol & drug issues and the ability to interpret complex mental/behavioral health and alcohol & drug terminology (any specialized vocabulary). Deaf/Hard of Hearing comprise a unique and separate culture; therefore, County will consider interpreters who can demonstrate experience serving the special needs of the deaf and disabled.

3. List of Interpreters: Contractor must maintain and provide a current list of interpreters and certification levels during the term of the Contract.

4. Professional Code of Conduct: Interpreters must have completed a course in American Sign Language, Deaf Culture, English, and the Code of Ethics. The high standards of professionalism and ethical conduct for interpreters consist of the seven tenets as follows:
   a. Adhere to standards of confidential communication.
   b. Possess the professional skills and knowledge required for the specific interpreting situation.
   c. Conduct themselves in a manner appropriate to the specific interpreting situation.
   d. Demonstrate respect for consumers.
   e. Demonstrate respect for colleagues, interns, and students of the profession.
   f. Maintain ethical business practices.
   g. Engage in professional development.

Interpreters shall be able to follow directions provided by County personnel; be physically and emotionally capable of performing County assigned sign language interpretation services; and wear appropriate professional attire during the performance of services.

C. Special Requirements for Correctional Health Services

1. Contractor shall be available twenty-four (24) hours per day, seven (7) days a week, including all holidays, for routine service calls from HCA's Correctional Health Services.

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2. Contractor shall respond to routine requests for service within one (1) hour to any of the five (5) Orange County Jail facilities.

3. Interpreters must be able to pass, and maintain annually, a security clearance by the Orange County Sheriff's Department for providing services within any of the five (5) Orange County Jail facilities.

D. Special Requirements for In Person Services
1. Background Checks: Interpreters that perform work in person anywhere in the County shall be subject to a background check and clearance, as authorized under the law, prior to their entering any facility. Failure of any interpreter to pass the background check shall not be the responsibility of County and shall not constitute an increase in the cost to County. County reserves the right to require additional background check for any Interpreters assigned to Orangewood Children and Family Center (OCFC). No Interpreter shall be permitted to provide services at OCFC without receiving prior clearance from County.
2. County need not give a reason clearance is denied.

IV. LANGUAGES REQUIRED

A. Contractor's interpretation and translation services shall be readily available for, but not limited to, the languages listed in Attachment C.

V. SCHEDULING SERVICES/APPOINTMENTS

A. Standard (next day) In-Person Verbal Language and ASL interpretation appointments shall be scheduled with Contractor, twenty-four (24) hours (minimum) in advance of requested appointment time.

B. Emergency (same day) In-Person Verbal Language and ASL interpretation appointments shall be scheduled with Contractor, four (4) hours (minimum) in advance of requested appointment time (Applicable "Emergency" charges may apply).

C. If for any reason, Contractor cannot meet County's required schedule, Contractor shall notify the requesting HCA Program or contract provider within one (1) hour of receiving the service request.

D. Contractor shall establish an account for each Program for billing purposes.

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VI. DAYS AND HOURS OF CONTRACTOR AVAILABILITY

A. Contractor shall be available for in person services on-site and virtual services Monday through Sunday, twenty four (24) hours, seven (7) days a week.

B. Normal business hours shall be: 7:00 am to 5:00 pm Pacific Time.

C. After normal business hours ("After Hours") shall be: any time after 5:00 pm PT and any time before 7:00 am PT (Applicable "After Hours" charges may apply).

VII. MINIMUM CHARGES

a. In-Person Verbal Language and ASL Interpretation:
The minimum charge for In-Person Verbal Language and ASL Interpretation services shall be billed at two (2) hours. This (2) hour minimum charge shall be billed by Contractor as a "*2-Hour Minimum Charge for in-Person Verbal Language and ASL Interpretation Services*". Subsequent charges shall be per fifteen (15) minute increments

b. Over-The Telephone Verbal Language Interpretation:
The minimum charge for over-the-telephone verbal language interpretation services shall be billed at 1 minutes. This 1 minute minimum charge shall be billed by Contractor as a "1 *minute Minimum Charge for Over-The-Telephone Verbal Language Interpretation Services*". Subsequent charges shall be per minute increments.

c. Written Translation of Documents:
The minimum charge for written translation of documents shall be billed at 100 words. This 100 word minimum charge shall be billed by Contractor as a "100-word Minimum Charge for Written Translation of Documents". Subsequent charges shall be per word increments.

d. Audio Recording of Translated Documents:
The minimum charge for audio recording translation services shall be billed at two (2) hours. This two-hour minimum charge shall be billed by Contractor as a "2-Hour Minimum Charge for Audio Recording Services". Subsequent charges shall be per 15-minute increments.

e. Reformatting of Translated Forms/Documents:
The minimum charge for reformatting of various forms/documents shall be billed at one (1) page. This (1) page minimum charge shall be billed by Contractor as a "1-Page Minimum Charge for Reformatting of Translated Forms/Documents". Subsequent charges shall be per page increments.

f. No Show Charge:
If a Client is a "No Show" for a scheduled In-Person verbal language interpretation appointment, Contractor shall be compensated the minimum charge of two hours for the appointment time.

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g. Non-Applicable Charges:

The translation of all documents during In-Person Verbal Language Interpretation services or Over-The-Telephone Verbal Language Interpretation services appointments shall be included in the hourly rate or per-minute rate of the interpretation appointment or telephone call. Charges for written translation shall not be billed during In-Person or Over-The-Telephone Language Interpretation services.

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ATTACHMENT B - PAYMENT AND COMPENSATION

A. Compensation

This is a firm fixed fee Subordinate Contract between County and Contractor for LANGUAGE INTERPRETATION AND TRANSLATION SERVICES as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Subordinate Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

B. Fees and Charges:

A. County will pay the fees and charges in accordance with the provisions of this Contract.

B. **Total Contract amount not to exceed: $1,050,000.00**

Approval by the Board of Supervisors is required for all service contract contracts where for any year of the contract, the annual value to any one contractor exceeds $200,000.

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed $1,000,000 when all contract years are taken into consideration for multi-year contracts.

C. Price Increase/Decreases:

No price increases will be considered during the first year of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) calendar days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases shall automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.

D. Firm Discount and Pricing Structure:

Contractor guarantees that prices are equal to or less than prices quoted to any other local, State or Federal government entity that has the same or greater volume of annual minutes and the same language mix, language percentages, service level agreements, key performance indicators, invoicing requirements, and contract term. Contractor agrees that no price increases shall be passed along to County during the term of this Subordinate Contract not otherwise specified and provided for within this Subordinate Contract.

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E. Contractor's Expense:

Contractor is responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

F. Payment Terms – Payment in Arrears:

Invoices are to be submitted in **arrears** to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

G. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: Invoices and support documentation shall be sent to hcaap@ochca.com.

Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor shall leave an invoice with each delivery.

Each invoice shall have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from "A" above
3. Name of County Agency/Department
4. Subordinate Contract Number MA-042-27010204
5. Complete Breakdown of charges and prices per Attachment C, Cost Summary/Pricing, and Attachment D, Master Cooperative Contract
6. Sales tax, if applicable
7. Freight/Delivery Charges, if applicable
8. Total

Invoices and support documentation shall be addressed to :

Email: hcaap@ochca.com

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Health Care Agency

Attn: Accounts Payable

PO. Box 689

Santa Ana, CA 92702

H. Payment (Electronic Funds Transfer (EFT):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

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ATTACHMENT C

COST SUMMARY/PRICING

The rate for services listed in this Contract includes all costs, travel expenses, mileage, materials, and all other services fees for the completion of the services in accordance with Attachment A (Scope of Work)

I. Service fees for In-Person Verbal Language Interpretation Services:

LINE ITEM	LANGUAGE	STANDARD HOURLY RATE (7:00AM – 5:00PM PT)	EMERGENCY HOURLY RATE	AFTER-HOURS HOURLY RATE
1	Spanish	$83.00	$103.75	$95.45
2	Vietnamese	$83.00	$103.75	$95.45
3	Hindi	$83.00	$103.75	$95.45
4	Arabic	$83.00	$103.75	$95.45

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5	**General Language Group** Language for this group shall include the following: Acholi, Afrikaans, Akan, Albanian, Amharic, Armenian, Asamese, Assyrian, Azerbaijani, Bambara, Basque, Behdini, Belorussian, Bengali, Berber, Bosnian, Bulgarian, Burmese, Burmese dialects, Cambodian, Cantonese, Catalan, Chaldean, Chaochow, Chamorro, Chavacano, Cherokee, Chinese Simplified (for written translation services), Chuukese, Croatian, Czech, Danish, Dari, Dinka, Dutch, English, Estonian, Ewe, Farsi, Fijian Hindi, Finnish, Flemish, French, French Canadian, Fukienese, Fula, Fulani, Fuzhou, Ga, Gaddang, Gaelic, Georgian, German, Greek, Gujarati, Haitian Creole, Hakka, Hakka–China, Hakka-Taiwan, Hausa, Hebrew/Yiddish, Hmong, Hungarian, Ibanag, Ibo, Icelandic, Igbo, Ilocano, Indonesian, Italian, Jakartanese, Japanese, Javanese, Karen, Kashmiri, Khmer (Cambodian), Korean, Kosovan, Krio, Kurdish, Kurmanji,	$83.00	$103.75	$95.45

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LINE ITEM	LANGUAGE	STANDARD HOURLY RATE (7:00AM – 5:00PM PT)	EMERGENCY HOURLY RATE	AFTER-HOURS RATE
	Lakota, Laotian, Latvian, Lingala, Lithuanian, Luganda, Luxembourgeois, Maay, Macedonian, Malagasy, Malay, Malayalam, Malaysian, Maltese, Mandarin, Mandingo, Mandinka, Mankon, Marathi, Marshallese, Maori, Mien, Mina, Mixteco, Mongolian, Navajo, Neapolitan, Nepalese, Nepali, Nigerian Pidgin English, Norwegian, Nuer, Oromo, Pampangan, Papiamiento, Pashto, Patois, Pidgin English, Polish, Portuguese, Portuguese Creole, Punjabi, Romanian, Russian, Samoan Serbian,, Sanskrit, Shanghainese, Sicilian, Sinhalese, Sindhi, Slovak, Slovenian, Somali, Sorani, Swahili, Swedish, Sylhetti, Szechuan, Tagalog, Taiwanese, Tamil, Telugu, Thai, Tibetan, Tigre, Tigrinya, Toishanese, Tongan, Tshiluba, Turkish, Twi, Ukrainian, Urdu, Visayan, Welsh, Wolof, Yiddish, Yoruba, Yupik, Zulu.			
6	**All other languages And Dialects Group** Languages for this group shall include the following: All other Languages and Dialects not listed on Line Items 1-5 above.	$83.00	$103.75	$95.45

1. **Emergency Hourly Rate: (Scheduling "Emergency" Appointments)**
The "Emergency Hourly Rate" shall be billed by Contractor as an "*Emergency Scheduled In-Person Verbal Language Interpretation Services Rate*", and it shall not exceed 25% from the "Standard Hourly Rate".

   This emergency hourly rate shall only be applicable to emergency (same day) in-person verbal language interpretation appointments that are scheduled with Contractor, four (4) hours in

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advance of requested appointment time. Contractor shall inform HCA staff at the time of scheduling the appointment if this charge will apply.

2. **After-Hours Rate: (Services Provided After or Before Normal Business Hours)**

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The "After-Hours Rate" shall be billed by Contractor as an "After-Hours Rate for In-Person Verbal Language Interpretation Services". This after-hours rate shall only be applicable to in-person verbal language interpretation services that are performed outside normal business hours (after 5pm PT and before 7am PT), and it shall not exceed 15% from the "Standard Hourly Rate". Contractor shall inform HCA staff at the time of scheduling the appointment if this charge will apply.

3. **Billing Increments: (In-person verbal language interpretation services)**
Billing increments over the two-hour minimum shall be per fifteen (15) minute increments.

II. Service fees for Over-The-Telephone Verbal Language Interpretation Services:

LINE ITEM	LANGUAGE	PER-MINUTE RATE (7:00AM-5:00PM PT)	AFTER-HOURS PER-MINUTE RATE
7	Spanish	$0.90	$0.90
8	Vietnamese	$0.90	$0.90
9	Korean	$0.90	$0.90
10	Mandarin	$0.90	$0.90
11	Arabic	$0.90	$0.90

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12	**General Language Group** Languages for this group shall include the following:,	$0.90	$0.90

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LINE ITEM	LANGUAGE	PER-MINUTE RATE (7:00AM-5:00PM PT)	AFTER-HOURS PER-MINUTE RATE
	Acholi Afar Afrikaans Akan Akateko Albanian Amharic Anuak Apache Armenian Assyrian Azerbaijani Bahasa Bahdini Bahnar Bajuni Bambara Bantu Barese Basque Bassa Belarusian Bemba Benaadir Bengali Berber Bosnian Bravanese Bulgarian Burmese Cantonese Catalan Cebuano Chaldean Chamorro Chaochow Chin Falam Chin Hakha Chin Mara Chin Matu Chin Senthang Chin Tedim Cree Croatian Czech Danish Dari Dewoin Dinka Duala Dutch Dzongkha Edo Ekegusii Estonian Ewe Farsi Fijian Fijian Hindi Finnish Flemish French French Canadian Fukienese Fulani Fuzhou Ga Gaddang Gaelic-Irish Gaelic-Scottish Garifuna Garre Gen Georgian German German Penn. Dutch Gheg Gokana Greek Guarani Gujarati Gulay Gurani Haitian Creole Hausa Hawaiian Hebrew Hiligaynon Hindi Hindko Hmong Hunanese Hungarian Ibanag Icelandic Igbo Ilocano Indonesian Inuktitut Italian Jakartanese Jamaican Patois Japanese Jarai Javanese Jingpho Jinyu Juba Arabic Jula Kaba Kakwa Kamba Kam Muang Kanjobal Kannada Karen Karenni Kashmiri Kazakh Kham Khana Khmer K'iché Kikuyu Kimiiru Kinyarwanda		

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	Chipewyan	Hakka-China	Kissi, Northern		
	Chuukese	Hakka-Taiwan	Koho		
		Hassaniyya	Konkani		
	Krahn	Nupe	Susu		
	Krio	Nyanja	Swahili		
	Kunama	Nyoro	Swedish		
	Kurmanji	Ojibway	Sylhetti		
	Kyrgyz	Oromo	Tagalog		
	Laotian	Pampangan	Taiwanese		
	Latvian	Papiamento	Tajik		
	Liberian Pidgin English	Pashto	Tamil		
	Lingala	Plautdietsch	Telugu		
	Lithuanian	Pohnpeian	Tetun		
	Luba-Kasai	Polish	Thai		
	Luganda	Portuguese	Tibetan		
	Luo	Portuguese Brazilian	Tigré		
	Maay	Portuguese Cape Verdean	Tigrigna		
	Macedonian	Pugliese	Toishanese		
	Malay	Pulaar	Tongan		
	Malayalam	Punjabi	Tooro		
	Maltese	Putian	Trique		
	Mam	Quechua	Turkish		
	Mandinka	Quichua	Turkmen		
	Maninka	Q'eqchi'	Tzotzil		
	Manobo	Rade	Ukranian		
	Marathi	Rahkine	Urdu		
	Marka	Rohingya	Uyghur		
	Marshallese	Romanian	Uzbek		
	Masalit	Rundi	Visayan		
	Mbay	Russian	Welsh		
	Mien	Samoan	Wenzhounese		
	Mirpuri	Sango	Wodaabe		
	Mixteco	Seraiki	Wolof		
	Mizo	Serbian	Yemeni Arabic		
	Mnong	Shanghainese	Yiddish		
	Mongolian	Shona	Yoruba		
	Montenegrin	Sichuan Yi	Yunnanese		
	Moroccan Arabic	Sicilian	Zapoteco		
	Mortlockese	Sinhala	Zarma		
	Napoletano	Slovak	Zo		
	Navajo	Slovene	Zyphe		
	Nepali	Soga			
	Ngambay	Somali			
	Nigerian Pidgin	Soninke			
	Norwegian	Sorani			
	Nuer	Sudanese Arabic			
		Sunda			

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13	**All Other Languages And Dialects Group** Languages for this group shall include the following: All other Languages and Dialects not listed on Line items 7-12 above	$0.90	$0.90

1. **After-Hours Rate for Over-The-Telephone Verbal Language Interpretation Services:** The "After-Hours Rate" shall be billed by Contractor as an "*After-Hours Rate for Over- The-Telephone Verbal Language Interpretation Services",* and it shall not exceed 15% from the "Standard Hourly Rate". This after-hours rate shall only be applicable to Over-The- Telephone verbal language interpretation services that are performed outside normal business hours (after 5pm PT and before 7am PT).

III. Service fees for Written Translation of Documents, Audio Recording of Translated Documents, and Reformatting of Translated Forms/Documents Services:

LINE ITEM	LANGUAGE	PER-WORD RATE	RUSH PER-WORD RATE
14	Arabic	$0.16	$0.18
15	Vietnamese	$0.17	$0.19
16	Spanish	$0.13	$0.14
17	Farsi	$0.17	$0.19
18	Korean	$0.19	$0.21
19	**General Language Group** Languages for this group shall include the following:	$0.26	$0.29

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LINE ITEM	LANGUAGE				PER-WORD RATE	RUSH PER-WORD RATE
	Achi	Bangala	Chin	English (Belize)		
	Achinese	Bashkir	Chinese (Simplified)	English (Canada)		
	Acholi	Basque	Chinese (Trad-Hong Kong)	English (Ireland)		
	Afar	Bassa	Chinese (Traditional)	English (Jamaica)		
	Afghani	Belarusian	Choctaw	English (New Zealand)		
	Afrikaans	Bemba	Chui Chow	English (Philippines)		
	Akan	Bengali	Chuj	English (Singapore)		
	Akateko	Blackfoot (Canada)	Chuukese	English (South Africa)		
	Albanian	Bosnian	Cree (Canada)	English (UK)		
	American Sign Language	Bosnian (Cyrillic)	Croatian	English (US)		
	Amharic	Bosnian (Latin)	Crow	English (Zimbabwe)		
	Anuak	Braille	Czech	Esperanto		
	Apache	Bulgarian	Dakota	Estonian		
	Arabic (Iraq)	Burmese	Danish	Ewe		
	Arabic (Juba)	Cambodian	Dari	Falam		
	Arabic (Saudi Arabia)	Cameroonian Pidgin English	Dene	Falam Chin		
	Arabic (Sudan)	Cantonese	Dinka	Fante		
	Arabic (Yemen)	Cape Verdean Creole	Divehi	Faroese		
	Arakanese	Carolinian	Dutch	Fiji Hindi		
	Armenian	Catalan	Dutch (Belgium)	Fijian		
	Armenian (Western)	Cebuano	Dzongkha	Filipino		
	Assamese	Central Alaskan Yupik	Eastern Karenni	Finnish		
	Assyrian	Chaldean	Eastern Manainka	Flemish		
	Awakatek	Chamorro	Eastern Mari	French (Africa)		
	Azeri (Cyrillic)	Chavacano	Eastern Mari	French (Belgium)		
	Azeri (Latin)	Cherokee	Edo	French (Burundi)		
	Bambara	Chichewa	English (Australia)	French (Cameroon)		

	French (Canada)	Greek	Irish Gaelic	Kpelle		
	French (Congo)	Guarani	Italian	Krio		
	French (France)	Gujarati	Italian (Switzerland)	Kuku		
	French (Guinea)	Guyanese	Jamaican Patois	Kunama		
	French (Haiti)	Haitian Creole	Japanese	Kurdish (Arabic)		
	French (Ivory Coast)	Hakka (China)	Jarai	Kurdish (Cyrillic)		
	French (Luxembourg)	Hakka (Taiwan)	Javanese	Kurdish (Latin)		
	French (Madagascar)	Hakka Chin	Kaqchikel	Kurmanji		
	French (Morocco)	Haryanvi	Karen	Kyrgyz		
	French (Switzerland)	Hausa	Karenni (Kayah Li)	Lai Hakha		
	French (Tunisia)	Hawaiian	Karenni (Latin)	Lakota		
	French (West Africa)	Hebrew	Karenni (Myanmar)	Lao		
	Frisian	Hindi	Kashmiri	Latin		
	Fukienese	Hmong	Kazakh	Latvian		
	Fula	Ho-Chunk	Kekchi	Lingala		
	Fulfulde	Hopi	Khmer	Lithuanian		
	Fuzhou	Hunanese	Kibembe	Luganda		
	Ga	Hungarian	Kifulero	Luo		
	Galician	Icelandic	Kikuyu	Luxembourgish		
	Garifuna	Igbo	Kinyamuleng e	Maay Maay		
	Georgian	Ilocano	Kinyarwanda	Macedonian		
	German	Ilonggo	Kirundi	Maithili		
	German (Austria)	Indonesian	Kituba	Malagasy		
	German (Belgium)	Inuktitut	Kizigua	Malayalam		
	German (Liechtenstein)	Inupiak	Kosovan	Maltese		
	German (Pennsylvania)	Iraqi	Kosraean	Mam		
	German (Switzerland)	Irish Gaelic	Kpelle	Mandinka (Arabic)		
	Mandinka (Latin)	Oromo	Saraiki	Taiwanese		
	Mano	Palauan	Scottish Gaelic	Tajik		
	Maori	Papiamento	Serbian (Cyrillic)	Tamazight		
	Marathi	Pashto	Serbian (Latin)	Tamil		

	Marshallese	Patois	Sesotho	Tatar		
	Mende	Pinyin	Setswana	Tedim Chin		
	Michif	Plautdietsch	Shanghainese	Telugu		
	Mien	Pohnpeian	Shona	Temne		
	Mi'kmaq	Polish	Sidaama	Tetum		
	Mixteco	Poqomochi	Sindhi	Thai		
	Mizo	Portuguese (Brazil)	Sinhala	Tibetan		
	Moldovan	Portuguese (Guinea-Bissau)	Siswati	Tigrinya		
	Mon	Portuguese (Portugal)	Slovak	Toishanese		
	Mongolian	Punjabi	Slovenian	Tongan		
	Mongolian (Cyrillic)	Pushtu	Somali	Trique		
	Montenegrin (Cyrillic)	Quechua	Soninke	Turkish		
	Montenegrin (Latin)	Quiche	Sorani	Turkmen		
	Mossi	Rade	Stoney (Canada)	Twi		
	Nahuatl	Rohingya (Arabic)	Sudanese	Tzotzil		
	Navajo	Rohingya (Latin)	Sundanese	Uighur		
	Nepali	Romani	Susu	Ukrainian		
	Nigerian Pidgin English	Romanian	Swahili	Urdu		
	Norwegian	Russian	Swedish	Uzbek (Cyrillic)		
	Norwegian (Bokmaal)	Saint Lucian Creole	Swedish (Finland)	Uzbek (Latin)		
	Nuer	Samoan	Sylheti	Welsh		
	Ojibway	Sango	Syriac	Wolof		
	Oriya	Sanskrit	Tagalog	Xhosa		
	Yapese					
	Yaquil					
	Yavapal					
	Yiddish (Israel)					
	Yiddish (other)					
	Yiddish (US)					
	Yoruba					
	Yucateco					
	Yupik					

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	Zarma Zulu		
20	**All Other Languages And Dialects Group** Languages for this group shall include the following: All other Languages and Dialects not listed on Line Items 14-19 above	$0.28	$0.30
21	**Audio Recording of Translated Documents** (In regards to Translation Services) Audio Recording shall include (but not limited to): Any blank document, including medical records, forms, brochures, fliers, and other various written documentation needing translating. This line item shall be priced as a 2-Hour Minimum and subsequent charges per 15-minute increments.	$5.00/minute - $15.00/minute for standard. This varies by language.	$7.50/minute - $22.50/minute for expedited. This varies by language.
22	**Reformatting of Translated Forms/Documents** (In regards to Translation Services) Blank Forms/Documents shall include (but not limited to): Any blank document, including medical records, forms, brochures, fliers, and other various written documentation needing translating, revisions and formatting. This line item shall be priced as a Rate-Per-Page.	$6.50/page	$8.00/page

1. **Rush Rate:** (Rush Services for Written Translation of Documents)
   The "Rush" rate shall be billed by Contractor as a "*Rush Rate for Written Translation Services*". This rush rate shall only be applicable to written translations of documents that are requested to be rushed delivered to County within seventy-two (72) hours of Contractor's receipt of documents, and it shall not exceed 10% from the *"Rate-Per-Word"* fee. Contractor shall inform HCA staff at the time of request if this charge will apply.

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IV. Service fees for Video Remote Language Interpretation Services:

LINE ITEM	LANGUAGE	PER-WORD RATE	RUSH PER-WORD RATE
23	**Video Remote Interpreting** Video remote interpreting shall include (but not limited to): Thirtyfive (35) video languages and 240 telephonic languages with the application. All telephonic calls made from the system are billed at telephonic interpreting rate (.90/minute). Materials included: Reference badges, Quick Reference Cards, Language ID Cards, Posters and Easels.	$1.50	

1. **Video Remote Interpreting:**
   Implementation Training and How to Effectively Work with an Interpreter Trainings are included. Resource and training materials shall be customized with telephonic interpreting information included.

V. Service fees for Braille Translation of Documents Services:

LINE ITEM	LANGUAGE	PER-PAGE RATE	RUSH PER-PAGE RATE
24	**Braille Translated Forms/Documents** Braille translated forms/documents shall include (but not limited to): Any blank document, including medical records, forms, brochures, fliers, and other various written documentation needing translating, revisions and formatting. This line item shall be priced as a Rate-Per-Page.	$25.00/page for standard	$32.50/page for expedited.

1. **Braille Translated Forms/Documents:**
   Implementation Training and How to Effectively Work with an Interpreter Trainings are included. Resource and training materials shall be customized with telephonic interpreting information included.

VI. American Sign Language (ASL) Onsite Interpretation

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LINE ITEM	DESCRIPTION	STANDARD HOURLY RATE (7:00AM – 5:00PM PT)	EMERGENCY HOURLY RATE	AFTER-HOURS HOURLY RATE
25	ASL Onsite Interpretation	$115.00	$132.50	$143.75

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ATTACHMENT D - MASTER COOPERATIVE CONTRACT

Incorporated by reference only.