

Language Line Services, Inc.

Document, Telephone, and Video Language Translation Services

AGREEMENT FOR SERVICES #8077

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Language Line Services, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is One Lower Ragsdale Drive, Building 2, Monterey, California 93940-5747 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide document, telephone, and video language translation services for various County departments;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Work: Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Services shall include but not be limited to the following:

On-demand interpretation 240+ languages 24/7/365, in seconds Via phone, video and mobile	LanguageLine InSight Video Interpreting® LanguageLine Phone SM Interpreting LanguageLine Mobile SM LanguageLine Direct Response Telehealth and Virtual Meetings
On Demand Services https://www.languageline.com/interpreting/on-demand?hsCtaTracking=da87f6db-187d-4b9d-9c9a-994904ef03f1%7Ca70563db-13fa-4874-a2e3-5337cdefb877	
Face-to-face interpretation 130+ languages via video	Virtual Interpreting
Virtual Interpreting Services https://www.languageline.com/interpreting/onsite?hsCtaTracking=7cc8c42f-ddf7-4b66-971c-fa8d40c75927%7C890d2af8-68bc-4565-95a2-e1b428cb112e	
Translation and Localization 380+ languages Via human, machine translation, automation and other technologies	Translation Localization Transcription Clarity®
Translation Services https://www.languageline.com/translation-services	
Testing and Training 57 languages	Testing Training
Testing and Training https://www.languageline.com/interpreter-testing-training	

Please note that County is not agreeing to receive all of the above Service(s) but is only agreeing to receive the specific Service(s) that have been requested from Contractor.

1. LANGUAGE LINE PHONE INTERPRETING, INSIGHT VIDEO INTERPRETING, AND LANGUAGELINE TRANSLATION & LOCALIZATION SERVICES

a) **DESCRIPTION OF SERVICES:** Contractor will provide qualified and trained interpreters for Phone Interpreting, InSight Video Interpreting, and LanguageLine Translation & Localization Services to facilitate effective communication between County's service providers and Limited English Proficient (LEP) individuals by converting spoken and written language statements between English and another language.

b) SERVICE DELIVERY:

i. Phone Interpreting Services are delivered on-demand via telephone, as initiated by County's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; three hundred sixty-five (365) days a year, including holidays, in over two hundred forty (240) spoken languages.

ii. InSight Video Interpreting Services are delivered on-demand via a native iPhone Operating System (iOS) or Android Application (App) or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end

encryption ensuring privacy. Services are available twenty-four (24) hours a day; seven (7) days a week for American Sign Language (ASL), Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for thirty (30) or more additional languages of lesser diffusion.

- iii. LanguageLine Translation & Localization Services use International Organization for Standardization (ISO) certified workflows to convert County's written content between two or more languages with attention to accuracy, tone, style, and regional language and cultural sensitivities.

Contractor shall not commence work for services described in this Scope of Work unless specifically requested by the requesting County department. Any County department may request services. The requesting department may request work via verbal communication, provided that the requesting department subsequently provide confirmation of that request via email to Contractor.

Any required deliverables shall be submitted via electronic file and Contractor shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit work deliverables to the requesting County department's point of contact in accordance with this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

ARTICLE II

Term: This Agreement shall be effective upon execution and shall cover the period of November 17, 2023, through November 16, 2026.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked "Fee and Service Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$75,000, inclusive of all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through service requests.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to each requesting department individually, at the address referenced in each service request, or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's

responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VIII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's requesting department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE X

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated, and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Annika Andersson
Administrative Analyst

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Language Line Services, Inc.
One Lower Ragsdale Drive, Building 2
Monterey, California 93940-5747

Attn.: Bonaventura A. Cavaliere, Chief Financial Officer

or to such other location as Contractor directs.

ARTICLE XV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XIX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be contractor within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

ARTICLE XXII

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIII

ADDITIONAL TERMS AND CONDITIONS: The InSight video interpretation Services (the "Services") are provided by Contractor through a proprietary desktop and/or tablet Application owned by Contractor (the "App"). The App must be downloaded by County to County-Supplied devices to use the Services (see Subsection (g) below for additional terms). County agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is purchased by County from an authorized seller of such devices, excluding other language services providers. Further, County will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of section 223 of the Communications Act of 1934, as amended, 47 U.S.C. section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.

1. **INTELLECTUAL PROPERTY.** County acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, Notepad™, InSight, and Interpreter on Wheels trademarks (collectively, the "Trademarks"), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by Contractor, and that neither this Agreement, nor County's use of the Services, the App or the Equipment grants to County any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the "Contractor Properties"). County expressly agrees that it shall not assert any rights in any of the Contractor Properties, or challenge Contractor's rights in or the validity of any of the Contractor Properties in any country, nation, or jurisdiction in the world, and County agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble,

modify, or create derivative works of the App, or any aspect thereof. County agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.

2. **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows Contractor to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. Contractor does not record any phone or video calls and therefore has no record of the call content. With respect to the App's electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call's completion.
3. **RESPONSIBILITY FOR UNAUTHORIZED USE.** County will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
4. **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by Contractor.
5. **QUALITY CONTROL.** County acknowledges that Contractor from time to time will monitor calls made through the Service for purposes of quality control.
6. **APPEARANCE.** When the Services include formatting, typesetting, page layout, or artwork, Contractor will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as County specifies. Unless the Estimate states otherwise, Contractor does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.
7. **WARRANTY.** Contractor's sole obligation for Services is the re-performance, at no additional charge to County, of that portion of those Services that Contractor and County agree to be defective. Defects include translation errors, but do not include subjective elements of style. Contractor shall correct any agreed upon defect within thirty (30) days of notice from County.

ARTICLE XXIV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVI

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Annika Andersson, Administrative Analyst, Procurement and Contracts Division, Chief Administrative Office, or successor.

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXI

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIV

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XXXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

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

-- COUNTY OF EL DORADO --

By: *Laura Schwartz*
Laura Schwartz (Nov 15, 2023 16:17 PST)

Dated: 11/15/2023

Purchasing Agent
Chief Administrative Office
"County"

-- LANGUAGE LINE SERVICES, INC. --

By: *Bonaventura A. Cavaliere*
Bonaventura A. Cavaliere (Nov 15, 2023 15:11 PST)

Dated: 11/15/2023

Bonaventura A. Cavaliere
Chief Financial Officer
"Contractor"

By: *Bonaventura A. Cavaliere*
Bonaventura A. Cavaliere (Nov 15, 2023 15:11 PST)

Dated: 11/15/2023

Bonaventura A. Cavaliere
Corporate Secretary

Language Line Services, Inc.

Exhibit A

Fee and Service Schedule

1.0 CONTRACTOR PHONE INTERPRETING

1.1 PHONE INTERPRETING FEES

- a. **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- b. Additional Service Accounts after initial enrollment, per CID Waived
- c. **Monthly Minimum** per CID Waived
- d. **Platform Access Fee** per call Waived
- e. **Third Party Dial Out Fee** per call Waived
- f. **Telecommunication Surcharge** in accordance with the Telecommunications Act of 1996. Waived
- g. **Optional Interpreter Appointment at a Specific Time.** See General Service Pricing for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment. \$200.00
- h. **Per Minute Usage Fees** for LanguageLine Phone and InSight Audio Interpreting See Below

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.97
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.97
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.97
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.97

2.0 INSIGHT VIDEO INTERPRETING FEES

2.1 Monthly Service Fee applied per Client Identification number ("CID") based on the total number of activated devices:

- Up to 10 Activated Devices \$30.00/month
- Up to 100 Activated Devices \$75.00/month
- 101+ Activated Devices \$200.00/month

2.2 PER MINUTE USAGE FEES for Contractor InSight Video Interpreting

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

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

Language Tiers	BI-DIRECTIONAL: ENGLISH>LANGUAGE AND LANGUAGE>ENGLISH	TRANSLATION FEE (PER WORD)
1	Chinese (Simplified), Chinese (Traditional), Spanish (US/Latin America)	\$0.18
2	Arabic, French (France), German, Italian, Portuguese (Portugal), Portuguese (Brazil), Russian	\$0.24
3	Armenian, Bosnian, Bulgarian, Croatian, Czech, Farsi, Greek, Haitian Creole, Hungarian, Polish, Romanian, Serbian, Slovak, Slovenian, Turkish, Ukrainian	\$0.26
4	Burmese, Hindi, Hmong, Japanese, Khmer, Korean, Nepali, Somali, Tagalog, Thai, Vietnamese	\$0.28
All other (LanguageLine supports 240+ languages)		Pricing available upon request

ADDITIONAL PRICING COMPONENTS	PRICING
Minimum charge per document translation order	\$100.00
Basic Layout/Formatting/Desktop Publishing	\$55.00/hour

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

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
Business hours are Monday – Friday, 8 a.m. to 5 p.m. (Pacific Time)	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	
Translation charges will appear in a single, monthly invoice.	

4.0 OTHER FEES

4.1 OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the County at the rate of \$1.75 per invoice.

4.2 OPTIONAL CUSTOMIZATIONS

- (a) Report configuration per hour Waived
- (b) Report maintenance per month Waived
- (c) Training assistance on site per day per training Waived
- (d) Training materials development per hour Waived

(Spoken) Interpretation Services

Interpreting services are provided in consecutive mode. American Sign Language available in simultaneous.

Labor/Task Category Language Service Performed	Target Languages: Listed Below	Price per minute (with IFF)
Phone (Audio) Interpreting	Personal Interpreter Phone Audio Language List	\$2.21
Video Remote Interpreting	Personal Interpreter Video Language List	\$2.95

Linguistic Training and Education Services

Language Service Performed	Target Language	Price per test (with IFF)
Language Proficiency Test (LPT) The LPT provides a proficiency level from 1 for Novice to 5 for Educated Professional, a narrative summary of the candidate's performance, recommendations for further development of language proficiency and a certificate with the proficiency level attained. Candidates register for live testing from Monday through Friday, 0730-1700 Pacific Time. Five days advance notice is required.	Listed below: Testing Languages	\$145.00
eLanguage Proficiency Test (eLPT) The eLPT provides the detail of the LPT, but is administered over the phone, at the convenience of the test taker. Responses are recorded and rated by a live Rater.	Listed below: Testing Languages	\$130.00
Interpreter Skills Test (IST): The IST assesses language proficiency in English and the target language, interpreting skills and protocols, knowledge of terminology. Written test results include a terminology score and subjective score that includes language proficiency, communicative skills and significant errors. Live tests can be scheduled through the online portal.	Listed below: Testing Languages	\$175.00
eInterpreter Skills Test (eIST): The eIST offers online delivery of the IST, allowing for quicker, more convenient testing of interpreter staff. Candidates are registered online and receive a link to the testing platform. Candidates access the test online and provide a call-back phone number to initiate the test. Written results are available within 5 business days.	Listed below: Testing Languages	\$160.00
Medical Certification Test (MCT): The MCT covers knowledge of medical terminology and procedures, interpreting skills and protocols and knowledge of culture- specific medical practices. Content covers a wide range of topics including branches of healthcare, prescriptions, health insurance, managed care, anatomy, etc. The test is administered over the phone, Monday-Friday, 0730-1700 Pacific Time, with 5 business days advance notice.	Listed below: Testing Languages	\$190.00

Personal Interpreter Phone (Audio) Language List

Acholi	Dinka	Inuktitut	Maninka	Seraiki	Zarma
Afar	Duala	Italian	Manobo	Serbian	Zo
Afrikaans	Dutch	Jakartanese	Marathi	Shanghainese	Zyphe
Akan	Dzongkha	Jamaican Patois	Marka	Shona	
Akateko	Edo	Japanese	Marshallese	Sichuan Yi	
Albanian	Ekegusii	Jarai	Masalit	Sicilian	
Amharic	Estonian	Javanese	Mbay	Sinhala	
Anuak	Ewe	Jingpho	Mien	Slovak	
Apache	Farsi	Jinyu	Mirpuri	Slovene	
Arabic	Fijian	Juba Arabic	Mixteco	Soga	
Armenian	Fijian Hindi	Jula	Mizo	Somali	
Assyrian	Finnish	Kaba	Mnong	Soninke	
Azerbaijani	Flemish	Kamba	Mongolian	Sorani	
Bahasa	French	Kam Muang	Moroccan Arabic	Spanish	
Bahdini	French Canadian	Kanjobal	Mortlockese	Sudanese Arabic	
Bajuni	Fukienese	Kannada	Napoletano	Sunda	
Bambara	Fulani	Karen	Navajo	Susu	
Bantu	Fuzhou	Kashmiri	Nepali	Swahili	
Barese	Ga	Kayah	Ngambay	Swedish	
Basque	Gaddang	Kazakh	Nigerian Pidgin	Sylheti	
Bassa	Gaelic-Irish	Kham	Norwegian	Tagalog	
Belorussian	Gaelic-Scottish	Khana	Nuer	Taiwanese	
Bemba	Garre	Khmer	Nupe	Tajik	
Benaadir	Gen	K'iché	Nyanja	Tamil	
Bengali	Georgian	Kikuyu	Nyoro	Teluga	
Berber	German	Kimiiru	Ojibway	Thai	
Bosnian	German Penn. Dutch	Kinyarwanda	Oromo	Tibetan	
Bravanese	Gheg	Koho	Pampangan	Tigré	
Bulgarian	Gokana	Korean	Papiamento	Tigrigna	
Burmese	Greek	Krahn	Pashto	Toishanese	
Cantonese	Gujarati	Krio	Plautdietsch	Tongan	
Catalan	Gulay	Kunama	Pohnpeian	Tooro	
Cebuano	Gurani	Kurmanji	Polish	Trique	
Chaldean	Haitian Creole	Kyrgyz	Portuguese	Turkish	
Chamorro	Hakka-China	Laotian	Portuguese Brazilian	Turkmen	
Chaochow	Hakka-Taiwan	Latvian	Portuguese Cape Verdean	Tzotzil	
Chin Falam	Hassaniyya	Liberian Pidgin English	Pugliese	Ukrainian	
Chin Hakha	Hausa	Lingala	Pulaar	Urdu	
Chin Mara	Hawaiian	Lithuanian	Punjabi	Uyghur	
Chin Matu	Hebrew	Luba-Kasai	Putian	Uzbek	
Chin Senthang	Hiligaynon	Luganda	Quechua	Vietnamese	
Chin Tedim	Hindi	Luo	Quichua	Visayan	
Chipewyan	Hindko	Maay	Rade	Welsh	
Chuukese	Hmong	Macedonian	Rakhine	Wodaabe	
Cree	Hunanese	Malay	Rohingya	Wolof	
Croatian	Hungarian	Malayalam	Romanian	Yemeni Arabic	
Czech	Icelandic	Maltese	Rundi	Yiddish	
Danish	Igbo	Mam	Russian	Yoruba	
Dari	Ilocano	Mandarin	Samoan	Yunnanese	
Dewoin	Indonesian	Mandinka	Sango	Zapoteco	

Personal Interpreter Video Remote Interpreting Language List

Albanian	Haitian Creole	Polish
American Sign Language	Hebrew	Portuguese
Amharic	Hindi	Punjabi
Armenian	Hmong	Romanian
Arabic	Italian	Russian
Bengali	Japanese	Somali
Bosnian	Karen	Spanish
British Sign Language	Khmer	Swahili
Burmese	Korean	Tagalog
Cantonese	Laotian	Thai
Farsi	Lithuanian	Tigrigna
French	Malay	Turkish
German	Mandarin	Urdu
Greek	Nepali	Vietnamese

Testing Languages

Language Proficiency Test			e-Language Proficiency Test		
ALBANIAN	GREEK	POLISH	ALBANIAN	GERMAN	POLISH
AMHARIC	GUJARATI	PORTUGUESE	AMHARIC	GREEK	PORTUGUESE
ARABIC	HAITIAN	PUNJABI	ARABIC	GUJARATI	PUNJABI
ARMENIAN	HEBREW	ROMANIAN	ARMENIAN	HAITIAN	RUSSIAN
BENGALI	HINDI	RUSSIAN	BENGALI	HINDI	SOMALI
BOSNIAN	HMONG	SERBIAN	BURMESE	HMONG	SPANISH
BULGARIAN	HUNGARIAN	SLOVAK	CANTONESE	HUNGARIAN	SWAHILI
BURMESE	ILOCANO	SOMALI	DUTCH	ITALIAN	TAGALOG
CANTONESE	ITALIAN	SPANISH	ENGLISH	JAPANESE	TIGRIGNYA
CROATIAN	JAPANESE	SWAHILI	FARSI	KOREAN	UKRANIAN
CZECH	KAREN	TAGALOG	FRENCH	MANDARIN	URDU
DUTCH	KOREAN	TAMIL	FRENCH	NEPALI	VIETNAMESE
ENGLISH	LAOTIAN	TURKISH	CANADIAN		
FARSI	MANDARIN	UKRANIAN			
FRENCH	NAVAJO	URDU			
FRENCH CANADIAN	NEPALI	UZBEK			
GERMAN	PASHTO	VIETNAMESE			

Interpreter Skills Test		
AMERICAN SIGN LANGUAGE	GREEK	POLISH
ALBANIAN	GUJARATI	PORTUGUESE
AMHARIC	HAITIAN	PUNJABI
ARABIC	HEBREW	ROMANIAN
ARMENIAN	HINDI	RUSSIAN
BENGALI	HMONG	SERBIAN
BOSNIAN	ILOCANO	SOMALI
BURMESE	ITALIAN	SPANISH
CANTONESE	JAPANESE	SWAHILI
CROATIAN	KAREN	TAGALOG
DUTCH	KOREAN	TURKISH
ENGLISH	KURDISH (SORANI)	UKRANIAN
FARSI	LAOTIAN	URDU
FRENCH	MANDARIN	VIETNAMESE
FRE CANADIAN	NAVAJO	YORUBA
GERMAN	NEPALI	

e-Interpreter Skills Test		
ARABIC	GERMAN	RUSSIAN
ARMENIAN	GUJARATI	SOMALI
BOSNIAN	HMONG	SPANISH
BULGARIAN	KINYARWANDA	SWAHILI
BURMESE	MANDARIN	TAGALOG
CANTONESE	NEPALI	VIETNAMESE
FARSI	POLISH	
FRENCH	PORTUGUESE	

Medical Certification Test		
ARABIC		
CANTONESE		
JAPANESE		
MANDARIN		
RUSSIAN		
SPANISH		
VIETNAMESE		

Language Line Services, Inc.

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/15/2023

Date

Bonaventura A. Cavaliere

Bonaventura A. Cavaliere (Nov 15, 2023 15:11 PST)

Signature of authorized individual

Language Line Services, Inc.

Type or write name of company

Bonaventura A. Cavaliere-Chief Financial Officer

Type or write name of authorized individual.