

Language People, Inc.

Interpretation and Translation Services

AGREEMENT FOR SERVICES #8761

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 People, Inc., a Texas corporation duly qualified to conduct business in the State of California, whose principal place of business is 5100 Balcones Avenue, Suite 100, Austin, Texas 78731, and whose mailing address is Post Office Box 158, Hunters, Washington 99137 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide face-to-face, over-the-phone, video remote interpreting services, and written translation services on an as-needed basis for various departments Countywide;

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 identified in Exhibit A, marked "Services and Fees," incorporated herein and made by reference a part hereof, and 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, subcontractors, equipment, tools, materials, and services necessary to provide face-to-face, over-the-phone, video remote interpreting services and written translation services on an as-needed basis for various departments Countywide, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. County departments will request services by phone or email.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

Deliverables shall be submitted via electronic file and Contractor shall produce the file using Microsoft Office (MS) 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 all deliverables to County's Contract Administrator in accordance with completion time schedules identified in 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, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. Contractor shall be responsible for the supervision, administration, and work performed by any subcontractor for services rendered under this Agreement. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees, agents, associates, representatives, or subcontractors.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

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.

The rates listed in Exhibit A may be adjusted annually based on the percent change of the California Consumer Price Index Table - All Areas for "Urban Wage Earners and Clerical Workers" as reported and published on the State of California Department of Industrial Relations website (<https://www.dir.ca.gov/OPRL/capriceindex.htm>). The base value to be used for calculating rates of service price adjustments shall be the index published for the month of the formal Agreement award date, or the date of the previous price adjustment, whichever is later. Adjustments shall be calculated according to the percentage change, up or down, as reflected in the above-stated index. The new rates must be submitted at least ten (10) business days prior to the annual anniversary dates of this Agreement upon written request from Contractor and subject to prior written approval from County's Contract Administrator or designee. Any fee increases authorized by County shall not increase the total not-to-exceed amount of the Agreement. This price adjustment process described herein shall not change for the life of the Agreement unless otherwise specified in a written amendment.

Notwithstanding any other provision of this Agreement to the contrary, payments to Contractor and subcontractors for mileage expenses, if applicable, for Contractor's or subcontractors claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any individual mileage expense exceeding one hundred dollars (\$100) must be approved in advance by County's requesting department or designee, if not already approved under each authorized work assignment. A mileage expense markup will only be allowed when there is a significant increase in gasoline prices, and that gasoline price increase isn't currently reflected in the current Internal Revenue Service mileage reimbursement rate. The maximum markup per work assignment is twenty dollars (\$20). Any reimbursements for such expenses, if any, will only be made if such expenses have been approved by the County's requesting department.

The total amount of this Agreement shall not exceed \$78,716, inclusive of all subcontractor work and all costs, taxes, and expenses.

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, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to 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 and any subcontractors authorized under this Agreement 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, including any subcontractors authorized herein, 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. County may, at its sole discretion, through its Contract Administrator, authorize Contractor to utilize subcontractors for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables

pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Contractor prior to subcontractors' commencement of any work under this Agreement. Specific subcontractors shall be authorized pursuant to this Agreement. Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Agreement, assumes toward 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. 1. 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 (notice) that shall state the following:
- a. The alleged default and the applicable Agreement provision, and
 - b. 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.

2. If County terminates this Agreement, in whole or in part, for default:
 - a. 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.
 - b. 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.
 - c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.
 3. The following shall be events of default under this Agreement:
 - a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 - c. 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.
 - d. 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.: Ross Garner
Administrative Analyst

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
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 People, Inc.
Post Office Box 158
Hunters, Washington 99137

Attn.: Lisa Wrench, Chief Executive 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 California 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. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Contractor's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- 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.
- P. Contractor shall ensure that all subcontractors authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

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 consultant 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 consultants 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 and its subcontractors, if any, 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, subcontractors, 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 and its subcontractors 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

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized

reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXIII

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 XXIV

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 and any of its subcontractors employed under this agreement 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 XXV

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 XXVI

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 XXVII

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall comply with the Business Associate Agreement which is attached hereto as Exhibit C, which is incorporated herein for all intents and purposes.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Ross Garner, 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

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 (Sep 13, 2024 11:54 PDT)

Dated: 09/13/2024

Purchasing Agent
"County" *MW*
MW

-- LANGUAGE PEOPLE, INC. --

By: *Lisa Wrench*
Lisa Wrench (Sep 11, 2024 17:45 PDT)

Dated: 09/11/2024

Lisa Wrench
Chief Executive Officer
"Contractor"

By: *Lisa Wrench*
Lisa Wrench (Sep 11, 2024 17:45 PDT)

Dated: 09/11/2024

Lisa Wrench
Corporate Secretary

Language People, Inc.

Exhibit A

Services and Fees

On-site Interpretation (Face-to-Face):

Contractor shall send interpreters to appointments at the times and locations specified by County to interpret between County and their clients. This type of service also includes interpretation of small group meetings where simultaneous or conference interpretation is not necessary. The interpreter's minimum hours shall include travel time from specified beginning location to County's specified address. In no event shall interpreter's minimum hours be less than two (2) hours (interpreting and travel combined).

Remote Interpretation:

Contractor shall supply interpreters to appointments via County's video platform. County is responsible for providing a link to a scheduled video meeting at the time the request for interpretation is made. If a link is not available at the time of request, or there are any problems logging into the system, or other technical issues that could have been resolved earlier that prevent interpreter from being able to join the meeting shall be considered a cancellation by County for full charge payment.

In order for Contractor to facilitate a successful timely meeting, County agrees that they shall:

- Provide meeting link at time that the request for services are made;
- Provide a telephone number of an individual who shall attend the meeting, so we can call if there are technical difficulties entering the meeting;
- Open the meeting for the interpreter fifteen (15) minutes ahead of schedule so that any technical issues can be resolved so the meeting is not delayed.
- County agrees to immediately call Contractor if interpreter is not present in the meeting, or there are any other technical difficulties with audio or visual so that Contractor can help problem solve and the meeting can be successful.

Spoken Language Interpreters:

Spoken language interpreters assigned to appointments and conferences greater than two (2) hours in length shall receive a fifteen (15) minute break after every two (2) consecutive hours in service.

Simultaneous Conference Style Interpreting:

Large-group, multi-speaker conferences require linguists with specialized skills. Prices vary based on situation and language requested.

American Sign Language Interpreters (ASL):

ASL interpreters shall receive a fifteen (15) minute break after each hour of service. For all ASL appointments beyond one (1) hour, team interpreters must be used (two [2] interpreters). Any exceptions to teamed interpreting requirements shall be evaluated on a

case-by-case basis by Contractor's dispatchers and contractors and shall only be at the discretion of Contractor.

Minimum Appointment: Two (2) Hours

Every appointment shall be billed a minimum of two (2) hours. Hours shall be billed in hourly increments beyond two (2) hours. A grace period of five (5) minutes at the end of the hour is allowed to complete the appointment. If the appointment continues beyond the grace period, the next hourly billed increment shall be charged.

Rates Per Interpreter:

Qualified Interpreter rates are as follows:

One (1) hour spoken language interpreting (Spanish):	\$125.00
One (1) hour spoken language interpreting (Common)	\$130.00
One (1) hour spoken language interpreting (Rare)	\$145.00*
One (1) hour spoken language interpreting (Very Rare):	\$130.00**
One (1) hour ASL interpreting*:	\$140.00*
Cancellation Charge	Full Charge for Scheduled Appointment
Unscheduled appt. (Less than twenty-four [24] hour notice)	\$35.00 per hour additional*
Weekend or After Business Hours Appt.	\$35.00 per hour additional*

**Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are Registry of Interpreters for the Deaf (RID)/National Association of the Deaf (NAD) qualified and tested in ASL and medical terminology.*

***Very Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates shall be provided at the time interpreter is scheduled.*

Services are available throughout the United States.

Medical Interpreting:

Contractor Medical interpreters provided to County are SB853/JC compliant and Health Insurance Portability and Accountability Act (HIPAA) trained and tested interpreters. They are tested and trained Medical Interpreters, with proficiency in Medical Terminology and General Terminology in their languages of service. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.

Certified Legal Interpreting:

Contractor's Legal interpreters are court-certified and court-qualified linguist professionals who are chosen for each assignment, not only on the basis of their proficiency in both source and target languages, but also in the specialized, field-specific knowledge they possess. Certifications for court appearances and depositions vary from state and federal/supreme court jurisdictions. Rates vary due to the unique situation of each assignment's requirements and must be quoted based on the individual project.

Mileage Charges:

Mileage costs will be reimbursed in accordance with ARTICLE III, Compensation for Services.

Customer Support

Contractor's office is available to County twenty-four (24) hours a day, seven (7) days a week, for last-minute or evening or weekend requests. If County has an urgent request, County will call (707) 538-8900 and follow the prompts. If, for some reason, Contractor's phone service is disrupted and County cannot reach Contractor at this number, County will call the back-up number (800) 873-0595. This number should **ONLY** be used if Contractor's main line service is disrupted. County will make sure appropriate staff has this back-up alternate number.

Over-the-Phone Interpreting (OPI)

Contractor shall provide telephone interpreters to County at the following rates:

Basic Telephone Interpreting:

Weekdays (M-F 8 AM – 6 PM)	\$3.00 per minute
Evenings (6 PM to 8 AM), Weekend & Holidays	\$4.00 per minute
Minimum time charge per call	Ten (10) minutes
After-hours Connection Fee (evenings, weekends, County-recognized holidays)	\$20.00

Specialty Telephone Interpreting Services:

One (1) time Customer Set-up Fee	\$50.00
Training on Phone System	Six (6) Hours - No Charge
Additional Training/Support	\$75.00 per hour

For a complete list of languages available and more information regarding telephone interpreting, refer to the following pages or contact Contractor's sales associate for more details and options.

Information/Language Identification Cards

Contractor shall provide four (4) copies of Language Identification Cards at no cost. Additional copies are \$1.00 each. These helpful cards are used to identify by written word which language an individual recognizes as the written version of the spoken language they wish to communicate in.

Operator Time/Customer Assistance

Contractor's operators can assist in identifying language spoken, or in helping to conference third-parties into the phone system. They can also answer other questions. Time spent with the operator is charged at the minute rate and is considered part of the interpretation call. Some questions may be part of the no-cost training on use of the phone system.

Training and Technical Support

Contractor shall provide County with up to six (6) hours of introductory training in the use of the telephone system, and County will receive up to four (4) additional hours per year. Additional time is charged at \$75.00 per hour.

Recording Conversations for County Records

Interpreted phone calls may be recorded and saved upon request of the County. Call recording requests must be made in advance of the actual interpreted call, and extra fees apply.

Partial Language List

<i>Language</i>	<i>Rare or Common</i>	<i>Language</i>	<i>Rare or Common</i>	<i>Language</i>	<i>Rare or Common</i>
Afghani	Common	German	Common	Romanian	Common
Albanian	Common	Greek	Common	Russian	Common
Amharic	Common	Gujarati	Common	Samoan	Rare
Anar Dari	Rare	Hakka	Rare	Scandinavian	Common
Arabic	Common	Hausa	Rare	Serbo-Croatian	Common
Aramaic	Rare	Hebrew	Common	Shanghai	Rare
Arbresh	Rare	Hindi	Common	Sindhi	Rare
Armenian	Common	Hmong	Rare	Slavic	Common
ASL	Rare	Hungarian	Common	Slovak	Common
Assyrian	Rare	ilcano	Rare	Somali	Rare
Bahasa	Rare	Indonesian	Common	Spanish	Common
Bengali	Rare	Italian	Common	Swahili	Rare
Berber	Rare	Japanese	Common	Swedish	Common
Bosnian	Common	Khmer <small>(Cambodian)</small>	Rare	Sindhi	Rare
Bulgarian	Common	Kmhu	Rare	Tagalog	Common
Burmese <small>(Myanmar)</small>	Rare	Korean	Rare	Tahitian	Rare
Cantonese	Common	Kurdish	Rare	Taiwanese	Common
Catalan	Rare	Laotian	Rare	Tamil	Common
Chamorro	Rare	Latvian	Rare	Telugu	Rare
Croatian	Common	Lithuanian	Rare	Thai	Rare
Czech	Common	Malay	Rare	Tibetan	Rare
Danish	Common	Maltese	Rare	Tigrinya	Common
Dari	Common	Mandarin	Common	Toishanese	Rare
Dutch	Common	Marathi	Rare	Tongan	Rare
Estonian	Common	Mien	Rare	Turkish	Common
Ethiopian	Common	Mongolian	Rare	Ukrainian	Common
Farsi	Common	Nepali	Rare	Urdu	Common
Fijian Hindi	Rare	Nigerian	Common	Uzbek	Rare
Finnish	Common	Oromo	Rare	Vietnamese	Common
Flemish	Common	Pampangan	Rare	Visayan	Rare
French	Common	Pashto	Common	Wu	Rare
French Canadian	Common	Polish	Common	Yiddish	Common
Fukienese	Rare	Portuguese	Common	Yogad	Rare

If a language is not listed on this list, it is considered rare.

Bilingual Verification Testing Services

Contractor can provide bilingual verification testing services of County employees. Contractor use County's testing materials or testing materials which we have used repeatedly in other situations. Contractor's bilingual verification testing services in this service offering are not geared to assess professional interpreting capacity, but rather, common general conversational ability of bilingual individuals, who might encounter individuals in the course of work at County facilities and need to communicate at a basic level. Contractor's own testing materials demonstrate beginner, intermediate and advanced conversational levels of skills. This testing is generally used for bilingual pay increases in employee wages but is not appropriate depth of testing for determining whether an employee is qualified to do skilled interpreting (similar to the skills of Contractor provided interpreters). County must specify what content they want their testing to contain, and what level of proficiency will be a "pass/fail" result for their employees.

Bilingual verification testing is done in-person, remote, for verbal and ASL skills, and is done to assess written language skills for verbal languages.

Tests are administered on a per-individual or hourly group basis as follows:

Verbal and ASL per-individual

Spanish	\$5.00 per minute minimum fifteen (15) minutes testing.
Common languages	\$6.00 per minute minimum fifteen (15) minutes testing
Rare	\$7.50 per minute minimum fifteen (15) minutes testing
Very Rare	\$15.00 per minute minimum fifteen (15) minutes testing
ASL	\$15.00 per minute minimum fifteen (15) minutes testing

Verbal and ASL group

Spanish	\$150.00 per hour min. One (1) hour
Common Languages	\$180.00 per hour min. One (1) hour
Rare	\$250.00 per hour min. One (1) hour
Very Rare	\$350.00 per hour min. One (1) hour
ASL	\$275.00 per hour min. One (1) hour

\$25.00 test result write up per individual
\$5.00 scheduling fee per tested individual

Written Verification

Using the Contractor testing materials shall be \$100.00 for test review and result write-up per individual.

Fees for using County testing materials will vary depending on length of test.

Document Translation Services

Documents

Contractor shall provide document translation services according to the complete list of languages available (following page). For instance, Spanish is charged at \$0.28 cents per word in the final Spanish document. Other Roman languages (*i.e.*, German, French) shall be charged \$0.28 based on final word count in "target" language (language translated into). For character-based languages (*i.e.*, Thai, Chinese) charges shall be based on English or Roman language word count. See cost chart attached.

Contractor shall accept documents by fax, email, or postal mail. Documents shall be returned in Word format. It is the County's responsibility to take returned translation from Word into any other graphic product they desire (*i.e.*, PowerPoint or PDF), or to agree to extra charges for Contractor to arrange graphics editing for them. Formatting, proofreading, and rush deadlines all incur additional charges.

A minimum charge (per project/language) of \$100.00 applies for any document below that fee. A charge of \$45.00 applies to certificates of attestation and a \$45.00 fee for any documents needing notarization. Rush fees apply to all documents requiring less than five (5) business day return time; rush fees are an additional thirty percent (30%) of the project total.

Transcription Services

County may request written transcription of telephone conversations by Contractor's Translation Department. Transcriptions can be provided at a rate of \$90.00 per hour of work, which would cover an estimated six (6) minutes of (clear) recorded audio.

Formatting and Desktop Publishing

Contractor shall provide additional formatting of documents for an additional \$0.04 per word. Contractor shall also provide advanced desktop publishing (graphic design) for a fee of \$90.00 per hour. Document formats that Contractor supports include Microsoft Office® (Word, Excel, PowerPoint), PDF, EPS, Image files (jpeg, tiff), and Adobe® InDesign®. Total charges may vary depending on the length of the assignment.

Website Globalization

Contractor shall provide website translation services according to the complete list of languages available (following page). Contractor shall accept website text by URL, fax, email, or postal mail. Text shall be returned in Word format. It is the County's responsibility to take returned translation from Word into the actual website, or to agree to extra charges for Contractor to arrange text for them on the web.

A minimum charge per project of \$100.00 applies if word count does not equal this minimum charge. Rush fees apply to all website text projects requiring less than (5) five business day return time; rush fees are an additional thirty percent (30%) of the project total. Contractor shall provide services such as formatting and uploading (e.g., logging into an external resource to upload the file) for a fee of \$90.00 per hour; total charges may vary depending on the length of assignment.

Notice and Cancellation Policy

Any project for written translation given to Contractor will be charged in full as translation begins immediately upon receipt of documents unless document is submitted as a quote request.

Customer Support

Contractor's office is available to County twenty-four (24) hours a day, seven (7) days a week, for last-minute or evening or weekend requests. If County has an urgent request, County will call (707) 538-8900 and follow the prompts. If, for some reason, Contractor's phone service is disrupted and County cannot reach Contractor at this number, County will call the back-up number (800) 873-0595. This number should **ONLY** be used if Contractor's main line service is disrupted. County will make sure appropriate staff has this back-up alternate number.

Additional Services and Fees

Any services and fees not specifically listed in this Exhibit shall be quoted on a per job basis and approved by County's requesting department. Additional services shall not be ordered, and additional fees shall not be charged to County without prior written or verbal approval from the authorized County department representative. All charges including additional fees shall not exceed \$78,716.

Written Translation Language Price List

Language	¢ per word	Language	¢ per word	Language	¢ per word
Afghani	28	Georgian	26	Romanian	28
Albanian	26	German	26	Russian	28
Amharic	28	Greek	28	Samoan	30
Anar Dari	30	Gujarati	28	Scandinavian	26
Arabic	30	Hakka	30	Serbo-Croatian	26
Aramaic	32	Hausa	32	Shanghai	26
Arbresh	32	Hebrew	32	Sindhi	32
Armenian	28	Hindi	28	Slavic	28
ASL	N/A	Hmong	32	Slovak	28
Assyrian	30	Hungarian	28	Somali	26
Bahasa	32	Ilocano	28	Spanish	28
Bengali	32	Indonesian	28	Swahili	30
Berber	32	Italian	28	Swedish	28
Bosnian	32	Japanese	32	Swiss	28
Bulgarian	28	Khmer (Cambodian)	32	Tagalog	28
Burmese (Myanmar)	34	Khmu	32	Tahitian	32
Catalan	30	Korean	34	Taiwanese	28
Chamorro	30	Kurdish	30	Tamil	30
Chinese (Simplified)	32	Laotian	32	Telugu	32
Chinese (Traditional)	34	Latvian	32	Thai	30
Croatian	28	Lithuanian	28	Tibetan	32
Czech	28	Malay	32	Tigrinya	28
Danish	28	Maltese	32	Toishanese	32
Dari	28	Marathi	32	Tongan	32
Dutch	28	Mien	32	Turkish	26
Estonian	28	Mongolian	32	Ukrainian	26
Ethiopian	28	Nepali	32	Urdu	28
Farsi	28	Nigerian	30	Uzbek	30
Fijian Hindi	32	Oromo	32	Vietnamese	32
Finnish	26	Pampangan	32	Visayan	30
Flemish	26	Pashto	28	Wu	32
French	26	Polish	26	Yiddish	26
French Canadian	26	Portuguese	26	Yogad	32
Fukienese	30	Punjabi	28	Yoruba	32

Language People, 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 accepts, solicits, or directs 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, any elected official, and the chief administrative officer (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 contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution 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 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(s) 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 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.

09/11/2024

Date

Language People

Type or write name of company

Lisa Wrench
Lisa Wrench (Sep 11, 2024 17:45 PDT)

Signature of authorized individual

Lisa Wrench

Type or write name of authorized individual

Language People, Inc.

Exhibit C

HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor (here in after referred to as Business Associate ("BA")) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("E PHI") may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and E PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH" Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR section 160.103; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC section 17938 and 45 CFR section 160.103; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, "Breach" shall have the meaning given to such term under the HITECH Act under 42 USC section 17921; and

WHEREAS, "Unsecured PHI" shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) Disclose PHI as necessary for BA's operations only if:
 - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
 - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC section 17935(e).

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
 - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
6. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code section 2782, this clause shall be interpreted to comply with Civil Code section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of

this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment
The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival
The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References
A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts
Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.