

Language Line Services, Inc.

NORTH AMERICAN MASTER SERVICES AGREEMENT WITH

County of Tulare

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

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement is a Master Services Agreement for all of the services currently offered by the Company (the "Services"). The terms and conditions for each of the Services are set out in the respective attachments to this Agreement as identified below in subsections 1.a. through 1.h. (the "Services Attachments"). Please indicate with your initials in the boxes provided those Services you currently are interested in receiving. Additional Services can be added in the future by incorporating an amendment to this Agreement.

- ☒ a. for Over-the-Phone (OPI) Services, Attachment A1 Interpreter Services Usage Charges & Schedule of Fees,
- ☐ b. for OnSite Services, Attachment A2, OnSite Interpreter Services Usage Charges & Schedule of Fees,
- ☒ c. for Translation and Localization Services, Attachment A3, Translation and Localization Customer Charges
- ☐ d. for Language Tests, Attachment A5a, LanguageLine Academy®, LLA Testing Fees, and
- ☐ e. for Testing of Interpreters, Attachment A5b, LanguageLine Academy®, LLA Testing Fees.
- ☐ f. for Training of Interpreters, Attachment A5c, LanguageLine Academy®, LLA Training Fees.
- ☐ g. for In-Language Services, Attachment A6 LanguageLine® Direct Response™ Client Charges
- ☒ h. for Video Interpreting Services, Attachment A7, LanguageLine®InSight™ Video Interpreting Charges

This Agreement, and the Services you have selected, will become effective upon signature by the Tulare County Board of Supervisors of this Agreement and will continue in effect for the Initial Term (the "Initial Term") *identified on the respective Services Attachments* for each of the Services, unless earlier terminated as set forth in this Agreement. The recommended agreement has provisions for a three-year base contract and three optional one-year extensions through June 30, 2024. The Scope of Services and compensation for the Company are referenced in Exhibit A. Upon receipt of a timely cancellation notice by either party, this Agreement will terminate at the end of the then-current Term.

2. **PAYMENT TERMS.** Usage charges and fees for the respective Services are set out in the respective Services Attachments. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of invoice issue date or will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved either will be credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of the Company) or as otherwise mutually agreed upon. Invoices will be sent to the Customer billing address shown in Attachment B, or to such other address as Customer may specify by giving written notice to the Company to the attention of Contracts Administration.
3. **USE OF SERVICES.** Customer warrants that (i) the Services will not be re-sold and (ii) Customer will not use the Services in any manner that may violate any applicable law, rule or regulation. Customer agrees to safeguard its Client Identification Number ("CIN") against use by unauthorized persons.
4. **CONFIDENTIALITY.** (a) the Company will not disclose any information provided by Customer or Customer's customers/clients, using the Services, including but not limited to personally identifiable information protected under

Language Line Services, Inc.

federal and state laws to any person who is not the Company personnel, and will use such information only for purposes specifically contemplated in this Agreement. These obligations do not apply to information which is expressly identified by Customer as not being confidential or is in the public domain. (b) the Company and Customer will not disclose to any person who is not the Company personnel or Customer the terms and conditions of this Agreement or any of the information provided in any invoices or other documents or oral communications between the parties relating to Services. (c) If either party has been requested or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such then that party so compelled may disclose such information without liability after giving reasonable notice to the other party promptly to assert whatever objections the other party desires to prevent such disclosure within such deadlines are required by the governing statutes, rules or regulations.

5. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
6. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL SERVICES COVERED BY THIS AGREEMENT TO CUSTOMER IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 7 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
7. **INSURANCE:** The attached Exhibit B outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in Exhibit B cannot be used to reduce limits available to COUNTY as an additional insured from CONTRACTOR'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If CONTRACTOR fails to maintain or renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement. COUNTY may also withhold any payment otherwise due to CONTRACTOR for failure to provide evidence of renewal until CONTRACTOR provides such evidence.
8. **INDEMNIFICATION.** The parties each agree to hold harmless and indemnify the other party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one party asserted against the other party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one party resulting in damages to the other party. The Company maintains extensive insurance coverage for its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **CUSTOMER AFFILIATES.** This Agreement will apply to the named Customer. It will not apply to Customer Affiliates" (as defined below), unless such Affiliates are identified by name and location in **Attachment B**. If Customer will be paying for Affiliates' use, the Affiliates will use the Customer Identification Number assigned to Customer and all of the invoices for all Affiliate use of the Services will be sent to and paid for by Customer. If each Affiliate is responsible for paying its own use of Services, the Customer and each authorized Affiliate will be provided separate Client Identification Numbers and each Affiliate will be invoiced separately and will be responsible for payment of its use of the Services. All uses by an Affiliate shall be deemed to be subject to all of the terms and conditions of this Agreement and the word "Customer" shall

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be deemed to also refer to each Affiliate. The parties agree that the term "Affiliate" means (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in Customer or (2) a company, subsidiary, or joint venture, whether or not incorporated, in which a 50% or greater interest is owned, either directly or indirectly, by Customer or its parent company.

10. **PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on the Company's website and marketing materials and upon the Company's reasonable request will provide a testimonial regarding the Company's services for use in the Company's marketing of its Services.
11. **ASSIGNMENT.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
12. **TERMINATION.** A party claiming the other party to be in breach of this Agreement may terminate this Agreement on thirty (30) days' written notice if the party claimed to be in breach does not cure the alleged breach, unless such breach is not curable in thirty (30) days in which case the party claimed to be in breach shall have a commercially reasonable time to cure the breach. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all Services rendered prior to the effective date of termination. Any disputed charges shall be resolved by Customer and the Company within that thirty (30) day period and any adjustment paid or credited within thirty (30) days thereafter.
13. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into another Company customer, or acquires another Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Attachments, shall remain unaffected.
14. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of the Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and does not provide any third party with any right, privilege, remedy, claim or cause of action against the Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either party based on the attribution of drafting by either party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: to the Company at the address shown below and to Customer at the most current address provided to the Company, and sent by first class mail, postage prepaid or by facsimile or by overnight courier, and is effective upon deposit with the post office or the overnight courier (such as FedEx, DHL, etc.) or if sent by facsimile, by the receipt of the facsimile, except that any notice of termination under Paragraph 11 or any notice of cancellation under Section 1 or notice of different or changed address must be sent by overnight courier or by facsimile.
15. **ENTIRE AGREEMENT.** This Agreement and the included attachments and exhibits is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

Language Line Services, Inc.

16. ADDITIONAL EXHIBITS: The Company shall comply with the terms and conditions of the Exhibit C HIPAA, Exhibit D Information Confidentiality and Security requirements, and Exhibit E Additional Terms & Conditions for Federally funded contracts, which are by this reference made a part of this Agreement

Language Line Services, Inc.

The person signing this Agreement on behalf of Customer certifies that such person has read and understands all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail, or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Date 12/19/18

By [Signature]

Print Name Bonaventura A. Cavaliere

Title Chief Financial Officer

Date _____

By [Signature]

Print Name SCOTT MERRITT

Title VP Operations

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____

Deputy Clerk

Approved as to Form:
County Counsel

By [Signature] 1/22/19
Deputy

Matter # 2018384

Language Line Services, Inc.

Prepared by: Rick Cummings

Phone Number: 888 898 1471 Date: February 16, 2018

Exhibit A

Scope of Services

Language Line Services, Inc.
One Lower Ragsdale Dr. Bldg. 2
Monterey, CA 93940
Contact: Richard Cummings
Phone: (831) 648-5529 or 888 898 1471
Email: rcummings@languageline.com

Scope of Services: Language Line Services, Inc. shall:

- 1) Provide Over-the-Phone Interpreter Services, Translation and Localization Services, and Video Interpreter Services to Tulare County Health & Human Services Agency.
- 2) Telephonic Interpretation defined on Attachment A1 is available 24/7/365 via toll free access numbers using Client IDs and any additional data capture (prompt capture – budget numbers, department numbers for example). Bills and reports provide extensive data capture about each call in Call Detail including Start Time of call, length, language Interpreted, Interpreter ID number, Prompt Data Capture as provided and costs and more. A free on line password protected reporting portal called MyLLS is also available for a variety of reports that can be downloaded in XL.
- 3) Translation and Localization services defined on A3 can be ordered directly without obtaining quote or quote per A3 first for approval. Deliver times and costs are defined on the A3. Standard Delivery and Rush delivery are defined on the A3. Job requests can be emailed or delivered via web portal or via FTP for very large files. Translation and Localization Project Managers clarify requests to ensure work orders and timelines are clearly understood by all. Jobs are generally delivered by secure link sent by email.
- 4) InSight Video interpretation defined on Attachment A7, hours of availability are ASL and Spanish are 24/7/365, other spoken languages hours of availability are dynamically updated in the InSight App under help settings and interpreter availability. Most languages are available with full overlap with Monday through Friday 5 am – 8 pm (Pacific Time). InSight Video bills by the minute as defined in the A7 and similar call detail data is captured as well. Device activation also allows device naming which automatically shows on each call and can be used to provide additional data capture for audit trail and reporting. All technical information is provided through documentation and a toll free and cost free help line.
- 5) Many other optional service customizations and enhancements are available – ask your representative or Language Line Customer Service.
- 6) Although locations listed currently include those who have used these services in the last 5 years, new locations within HHSA can be added as needed.

Assumptions and Expectations:

1. Timelines for completion will be discussed and agreed upon at each request. It is understood that timelines will vary due to the type of service requested.
2. Projects will vary and may include large reports and documents, manuals, and other course material.

Rates: See Attachment A1 Over the Phone Interpretation
See Attachment A3 Translation and Localization
See Attachment A7 InSight Video Interpretation

Exhibit A
Scope of Services

Deliverables	Estimated Cost
Over the Phone Interpreter Service	Per A1
Translation and Localization Services	Per A3
Video Interpreting Services	Per A7
Total Estimated Cost (to be split per Fiscal Year for a 3 year base contract term)	\$120,000.00

Language Line Services, Inc.

Attachment A1 Over-the-Phone Charges and Options

ENTERPRISE CONTRACT: ☒ Yes ☐ No

INITIAL TERM: Three-year base contract and three optional one-year extensions through June 30, 2024 Tulare County - Health and Human Services

CUSTOMER NUMBER: 2987

AFFILIATE NAME: Tulare County - Health and Human Services

ENROLLMENT & SET-UP PACKAGES :

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

PER MINUTE USAGE CHARGES/RATES:

- ☒ Price per minute for Language Line Services is rounded to the nearest minute

TIERS	LANGUAGES	PEAK*	NON-PEAK*
1	Spanish	\$1.85	\$1.85
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, Vietnamese	\$1.95	\$1.95
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, Portuguese	\$1.95	\$1.95
4	Farsi, Tagalog, Thai, Urdu and <u>all other languages</u>	\$1.95	\$1.95

- * Peak = 5 a.m. - 5 p.m. Monday – Friday
- ** Non-Peak = 5 p.m. - 5 a.m. Monday - Friday, weekends, and holidays (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).
- There is no charge for standard toll-free access to Language Line Services.
- Per minute rates do not include international calls.

- ☒ VOLUME SURGE: Language Line Services reserves the right to assess a 15% surcharge for months in which defined surges in volume occur unless the customer has notified Language Line Services two weeks in advance of the anticipated increase. A volume surge is defined as a 10% increase in minutes of use from the previous day and the amount of increase is over 5,000 minutes per day.
- ☒ Minimum charge per client identification number.....\$100 per client identification number(waived)
- ☒ Platform access per call..... \$0.25 per call(waived)
- ☒ FCC SURCHARGE AND FEES: Fees to third party telecommunications service providers that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
- ☒ FINANCE CHARGE: Applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.

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

BILLING OPTIONS:

- ☐ Electronic Bill (includes call detail and summary report in XL).....FREE
- ☐ Hierarchical Bill /Month.....\$30/month
- ☐ Custom billing fee (per invoice, per month) \$30/invoice/month

Language Line Services, Inc.

Attachment A1 Over-the-Phone Charges and Options

- ☐ Historical Invoices over 90 days (per monthly invoice requested) \$30/invoice/month
- ☐ Paper Bill \$1.75(waived)

CUSTOM REPORTING OPTIONS: (Web based Password protected reporting available at no charge)

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

SERVICE OPTIONS: (Standard 800 line and greeting provided at no charge)

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

OPTIONAL TRAINING ASSISTANCE AND MATERIALS:

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

OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME:

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

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

Date:

Prepared by and date: Rick Cummings February 16, 2018

Language Line Services, Inc.

Attachment A3 Translation and Localization Terms and Conditions

INITIAL TERM: The recommended agreement has provisions for a three-year base contract and three optional one-year extensions through June 30, 2024.

County of Tulare

LanguageLine® Document Translation Service is ideal for any printed or digital document, such as email, letters, financial statements, insurance claims, hospital release forms, accident reports, health notices, voter information, manuals, brochures, etc.

TIERS	BOTH DIRECTIONS: ENGLISH>LANGUAGE & LANGUAGE>ENGLISH		TRANSLATION FEE (PER WORD)
Tier 1	Chinese (Simplified), Chinese (Traditional), Spanish (US/Latin America)		\$0.18/word
Tier 2	Arabic, French, German, Italian, Portuguese (Brazil), Russian		\$0.24/word
Tier 3	Bosnian, Bulgarian, Croatian, Czech, Greek, Haitian Creole, Hungarian, Romanian, Serbian, Slovak, Slovenian, Turkish, Ukrainian		\$0.26/word
Tier 4	Burmese, Hmong, Japanese, Korean, Nepali, Somali, Tagalog, Thai, Vietnamese		\$0.28/word
All Other languages			\$0.35/word

NOTE: Translation fees include Translation, Editing and Proofreading (when required) and are based upon the English word count.

ADDITIONAL PRICING COMPONENTS	
Minimum charge per document translation order	\$99.00 – Spanish \$125.00 – all other languages
Proofreading (third linguistic step when required)	Included in translation fee per word
Basic layout/Formatting/Desktop Publishing	\$55.00/hour
Graphic Design Services	\$55.00/hour
In-Language Recordings (includes 100 words of translated text)	Individual Quote
UI, HTML, XML Engineering	Individual Quote
Transcription/Translation of Audio or Videos files	Individual Quote
Project Management	10% of overall project cost (0.50 hour minimum @\$55/hour)
No delivery charge for Fax, E-mail, or U.S. Mail. Additional charge for courier services only.	
Unless indicated otherwise, a one-hour minimum will apply to hourly services.	

Language Line Services, Inc.

Attachment A3 Translation and Localization Terms and Conditions

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 Language Line's best judgment before commencing work. Additional services could add extra days to a project timeline.

▪ Less than 1000 words	1 – 3 business days
▪ 1001 to 2500 words	4 – 6 business days
▪ 2501 to 7500 words	6 – 8 business days
▪ Greater than 7501 words	Individual quote

RUSH FEES

A 25% rush charge will apply to the per-word linguistic rates and hourly services as applicable when an expedited delivery date is requested.

OTHER

- 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.

Translation requests can be submitted to translation@languageline.com

Please contact Jon Bove
Translation Specialist for government
with any questions:
JBove@lits.com
541.968.1255
Fax: 1-800-648-0170

Language Line Services, Inc.

Attachment A3 Translation and Localization Terms and Conditions

TRANSLATION AND LOCALIZATION ADDITIONAL TERMS AND CONDITIONS FOR LANGUAGE LINE SERVICES, INC. WITH COUNTY OF TULARE

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

TERMS OF SERVICE

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

Language Line Services, Inc.

Attachment A3
Translation and Localization Terms and
Conditions

10. INDEMNIFICATION: Neither Language Line nor its affiliates (collectively, the "Indemnified Parties") shall be liable for the use or content of the translated and other materials provided by Customer, including, but not limited to, any infringement of copyrights or licenses, any false, misleading, or offensive or libelous statements, or statements which otherwise violate state or federal law, or any violation of privacy, moral or publicity right (collectively, "Claims"). Customer agrees that Customer will be solely liable with respect to the content of Customer translated and other materials, and its use and for all Claims relating to same, and will indemnify and hold harmless the Indemnified Parties for all costs or damages, including litigation costs and attorney fees, incurred by the Indemnified Parties, or any of them, in connection with any such Claims.

11. ORDERING SERVICES. Each project or service performed under this Agreement shall be defined in a separate Estimate Letter referencing this Agreement and signed by authorized representatives of both Language Line and Customer. Each Estimate Letter shall include a statement of the services to be performed, the deliverables to be provided, pricing, any special terms and conditions for that specific engagement, and a completion timetable. If any terms in the Estimate Letter conflict with the terms of this Agreement, the terms of this Agreement shall govern.

12. CHANGE ORDERS. Change orders may be requested by either party. Change order requests will be analyzed by Language Line for cost and schedule impact. If, in Language Line's reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting Language Line's ability to maintain the project schedule, Language Line will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, Language Line will provide Customer with a written change order proposal for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion, accept or reject Language Line's change order proposal. Change orders shall be considered effective upon written approval. Each party shall use its best efforts to respond as expeditiously as possible to such change requests and change order proposals.

13. LIMITED WARRANTY. Language Line warrants that it will perform the services specified in the SOW in a professional manner and in accordance with standard industry practice. Language Line's sole obligation for defective services is the re-performance, at no additional charge to Customer, of that portion of those services that Language Line and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. All errors, defects, or claims must be presented to Language Line within thirty (30) days of delivery or such work will be deemed to have been accepted. Language Line shall correct any defect within thirty (30) days of notice from Customer. LANGUAGE LINE MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE DELIVERABLES OR SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

14. NON-SOLICITATION. Neither party shall solicit for employment the current employees or former employees of the other during the term of this Agreement or for a period of one year thereafter.

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

Prepared by: Rick Cummings

Phone Number: 888898 1471

Date: February 16, 2018

Language Line Services, Inc.

Attachment A7 LanguageLine InSight Video Interpreting®

Customer Name: **County of Tulare**

Customer Number: 2987

Affiliate Name (if applicable): **County of Tulare**

Client ID (if applicable): 201661

Enterprise Contract: ☐ Yes ☐ No Terms [Years]: 3 Year base contract and 3 optional 1 year extensions
Starting [Date]: Effective upon signature by Tulare County Board of Supervisors

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

TIER	LANGUAGES	PER MINUTE
1	American Sign Language	\$2.95
2	Spanish	\$1.85
3	All Other Languages	\$1.95

FEES

License Fees No Charge
Training Collateral - Standard No Charge
Training Collateral - Custom TBD

Please check the appropriate box(es) below to indicate your choice:

☐ Monthly Service Fee (Check one Box)
☐ 1-10 Activated Devices \$30.00
☐ 11-100 Activated Devices \$75.00
☐ 101+ Activated Devices \$200.00
☐ One-Time Service Activation Fee (only charged for full staff on site trainings) \$2,500.00 (waived)

EQUIPMENT OWNERSHIP

☒ Customer-Supplied Equipment ☐ Customer-Owned Equipment ☐ Language Line-Owned Equipment

Customer-Supplied	Purchased by the Customer from a supplier other than Language Line Services.
Customer-Owned	Purchased by the Customer from Language Line Services.
Language Line-Owned	Leased by the Customer from Language Line Services.

If additional equipment is ordered over the term of the contract and a different equipment ownership type than is selected above is requested either verbally or in writing, the associated fees outlined in this document will apply.

CUSTOMER-OWNED EQUIPMENT PURCHASE RATES - The following equipment is available for purchase, while supplies last:

32GB 5th generation iPad (9.7-inch) with Screen Protector \$425.00 each
64GB iPad Pro (12.9-inch) with Screen Protector \$1,000.00 each
9.7-inch Screen Protector \$29.00 each
Table Top Stand \$225.00 each
Interpreter on Wheels™ (3rd generation) Stand with TrueSound™ \$995.00 each
TrueSound™ Audio Amplification Enclosure \$195.00 each

LANGUAGE LINE-OWNED EQUIPMENT LEASE RATES - The following equipment is available to lease for a monthly fee:

Language Line Services, Inc.

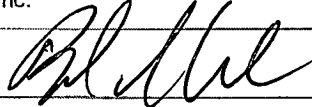
iPad and Interpreter on Wheels™ Stand.....	\$75.00 per month per unit
iPad and Table Top Stand.....	\$45.00 per month per unit

1. **TERMS REGARDING SOFTWARE APPLICATION.** The Services are provided by Language Line through a desktop and/or tablet application (the "App"). The App must be downloaded by Customer to use The Services. Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; and (b) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any 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 telephones 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.
2. **INTELLECTUAL PROPERTY RIGHTS.** Customer acknowledges and agrees that the App and the LanguageLine InSight® , TrueSound™ and Interpreter on Wheels™ trademarks are exclusively owned by Language Line, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment provides Customer with any right, title, or interest in or to the Services, the Equipment or the App, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights. Customer expressly agrees that it shall not seek or obtain registrations of, or assert, and is expressly prohibited from asserting or filing, registrations and/or applications for any claims of ownership rights or intellectual property rights in the App, the InSightSM service mark, the Equipment or the Services in any country, nation, or jurisdiction throughout the world, and is prohibited from copying, decompiling, reverse engineering, disassembling, modifying, or creating derivative works of the App, the Interpreter Services, or any aspect thereof, and Customer agrees that it shall not do so. This provision Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
3. **ENCRYPTION.** Language Line acknowledges that 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 Language Line to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. Language Line does not record the video call 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 also encrypted. As with the live video, no recording is made of information written on the NotePad™ and therefore this information cannot be retrieved after the call's completion.
4. **TRANSMISSION RELEASE.** Customer acknowledges that the use of the Services requires that the user's voice, likeness and/or image as well as the user's personally identifiable information is or will be transmitted over the Internet. Customer hereby authorizes Language Line to transmit each user's voice, likeness, image and/or personally identifiable information over the Internet solely for the purpose of the Services, and Customer agrees to obtain such privacy consents, releases and approvals as may be required to obtain authorization from each user to transmit all of the foregoing for purposes of the Services. Customer shall indemnify and hold harmless Language Line and its affiliates and their respective employees from all costs, fees, expenses, and damages of any nature whatsoever related to any claims relating to the unauthorized use of the image, likeness, voice and/or personally identifiable information of any Customer employee, agent, contractor, patient, customer, client or other user of the Services under Customer's control. This Paragraph shall survive the expiration of this Agreement.
5. **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
6. **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 Language Line.
7. **QUALITY CONTROL.** Customer acknowledges that Language Line from time to time will monitor calls made through the Service for purposes of quality control.
8. **EQUIPMENT TERMS (applies to InSight™ Application with Language Line-owned Equipment option only).** Language Line agrees to supply the iPads, stands and any other equipment requested by Customer (collectively, the "Equipment") for the duration of the contract for a monthly lease fee. The parties acknowledge and agree that this Equipment remains the sole property of Language Line and will be returned to Language Line, undamaged, upon termination of the contract, unless superseded by a purchasing agreement. The parties agree that the Equipment will be used for the sole and exclusive purpose of providing Language Line remote interpreting services and may not be configured and/or altered for any other purpose without express prior written consent from Language Line. Language Line will enroll Language Line-owned iPads in Language Line's MDM (Mobile Device Management) system. Customer agrees that Equipment will be kept only at Customer address(es) listed in this Agreement. From time to time, upon twenty-four (24) hours' notice to Customer, Language Line, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Language Line warrants that Equipment shall be free from defects in materials and workmanship, except when (i) Equipment has been altered or modified without written approval from Language Line, or (ii) Equipment has been used by a person or entity other than the Customer or

Language Line Services, Inc.

other permitted users. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to Language Line following the expiration of the contract. Failure to return the Equipment in normal working order will result in the billing of the customer for the full retail cost of the Equipment, which Customer hereby agrees to pay. Customer agrees that the sole and exclusive remedy for damages or loss shall be limited to the repair or replacement of the Equipment and acknowledges that Language Line reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder and Customer waives any legal claims for damages in connection therewith.

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

Customer Name:	Language Line Services, Inc.
Accepted by (signature):	Accepted by (signature): 
Name /Title (type or print):	Name /Title (type or print): Bonaventura A. Cavaliere/ Chief Financial Officer
Date:	Date: 12/19/18
Preparer's Name and Date: Rick Cummings Oct 10, 2018	

Language Line Services, Inc

Attachment B Client Contact Information

ENTERPRISE CONTRACT: ☒ Yes ☐ No

INITIAL TERM: **3 year base contract and three optional 1 year extensions through June 30, 2024.**
CUSTOMER NUMBER: **2987 (LLS index system)**

CUSTOMER NAME (Parent Company): **Tulare County - Health and Human Services**

CLIENT NAME (Affiliate): **Tulare County - Health and Human Services**

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

OPERATIONS CONTACT (person involved with actual use or determining authorized users of account)

Name w/ Salutation: **Noah Whitaker** Title: **Community Outreach Manager**

Telephone: **559 624-7471** Fax:

E-Mail: **NWhitake@tularehhsa.org**

Address: **5957 South Mooney Boulevard**

City, State, Zip/Postal Code: **Visalia, CA 93277**

BILLING CONTACT ☐ Same as operations contact

Name w/ Salutation: **Bonnie Marquez** Title: **Senior Account Clerk**

Telephone: **559 624-8402** Fax:

E-Mail: **BMarquez@tularehhsa.org**

Address: **5957 South Mooney Boulevard**

City, State, Zip/Postal Code: **Visalia, CA 93277**

TRAINING CONTACT (if applicable) ☐ Same as billing contact ☐ Same as operations contact

Name w/ Salutation: **Leticia Rodriguez** Title: **Administrative Specialist - Bilingual**

Telephone: **559 624-8097** Fax:

E-Mail: **lrodrig4@tularehhsa.org**

Address: **5957 South Mooney Boulevard**

City, State, Zip/Postal Code: **Visalia, CA 93277**

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

Standard Industry Classification (SIC Code), if known

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

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

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

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

Prepared by: Phone: Rick Cummings 888 898 1471 February 12, 2018

PROFESSIONAL SERVICES CONTRACTS (EXHIBIT B)
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

This Exhibit shall constitute the Business Associate Agreement (the "Exhibit") between Contractor, (the "Business Associate") and the County of Tulare (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Agreement (as defined below).

Business Associate acknowledges and agrees that all Protected Health Information ("PHI") that is created or received by Covered Entity and disclosed or made available in any form, including but not limited to paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

1. Purpose. This Exhibit is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity. Such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and amendments to include HIPAA's Administrative Simplification provisions.

2. Regulatory References. All references to regulatory Sections, Parts and Subparts in this Exhibit are to Title 45 of the Code of Federal Regulations, parts 160 and 164 (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. Definitions. Unless otherwise defined in this Agreement, the terms used in this Agreement shall have the meanings ascribed in the HIPAA Regulations; provided that PHI shall mean Protected Health Information, as defined in 45 C.F.R. section 160.103, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

4. Obligations and Activities of Business Associate.

Business Associate agrees to:

- a. Acknowledge that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, including the Security Rule's Administrative, Physical and Technical safeguard requirements and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
- b. Not use or further disclose PHI other than as permitted or required by this Exhibit, or as required by law.
 1. Use appropriate safeguards to maintain the security, including compliance with Subpart C of 45 CFR Part 164, with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.
 2. To the extent practicable, Business Associate will secure all PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- c. Report breach disclosures immediately to Covered Entity. Business associate: 1) shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement on the first day the Business Associate knows or should have known about it; 2) notify the Covered Entity of any and all breaches of PHI, and provide detailed information to the Covered Entity about the

EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

breach, along with the names and contact information, when available, of all individuals whose PHI was involved. (*See Section 6 of this Exhibit for further detail.*) 3) agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations.

- d. Enter into a written agreement with any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable. (*See Section 11 of this Exhibit for further detail.*)

- e. Make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary of the United States Department of Health and Human Services ("Secretary"), for purposes of determining Business Associate's compliance with the HIPAA Privacy Rule and Security Rule. (*See Section 12 of this Exhibit for further detail.*)

- 1. Business Associate shall concurrently provide to the Covered Entity a copy of any PHI that Business Associate provides to the Secretary.

- f. Maintain and make available the information required to provide an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an account of disclosures of PHI in accordance with 45 CFR § 164.528.

5. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

Unless otherwise limited in this Exhibit, Business Associate may:

- b. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered

Entity as necessary to perform the services described in Exhibit A to the Agreement, or as otherwise specified in the Master Exhibit, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

- c. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- d. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains the appropriate medical release from the person whose PHI is being disclosed and the person to whom the PHI is disclosed provides reasonable assurances in writing that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- e. Use PHI to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

6. Reporting Unauthorized Uses and Disclosures.

- a. Business Associate agrees to notify Covered Entity of any breach, or security incident involving PHI of which it becomes aware, including any access to, or use or disclosure of PHI not permitted by this Exhibit. Such notification will be made immediately after discovery and will include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the PHI involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available

EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

information that the Covered Entity is required to include in its notification to the individual under Section 164.404(c) at the time of the initial report or within three (3) days of the information becoming available.

- b. In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- c. A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.
- d. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Exhibit, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Exhibit and the Agreement.

7. Mitigation of Harmful Effects.

- a. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the following actions: breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- b. Following the actions listed in Section 7(a) of this Exhibit, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- c. Except as required by law, Business Associate agrees that it will not inform any third party of a

breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

8. Indemnification.

Business Associate agrees to:

- a. Hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 7 of this Exhibit.
- b. Assume responsibility for any and all costs associated with the Covered Entity's notification of individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.
- c. Hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Exhibit or from any acts or omissions related to this Exhibit by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any

EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

Indemnified Party shall survive the expiration or termination of the Agreement.

9. Individuals' Rights.

Business Associate agrees to:

- a. Provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- b. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an individual, and in the time and manner designated by the Covered Entity.
- c. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- d. Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 9(c) of this Exhibit, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- e. Comply with any restriction to the use or disclosure of PHI that Covered Entity agrees to in accordance with Section 164.522.

10. Obligations of Covered Entity.

Covered Entity shall:

- a. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- b. Provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

- c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

11. Agents and Subcontractors of Business Associate.

- a. Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Exhibit to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.
- b. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

12. Audit, Inspection, and Enforcement.

- a. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.
- b. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of PHI to determine compliance with the terms of this Exhibit. Business Associate shall promptly correct any violation of this Exhibit found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any

EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under the Agreement.

13. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

14. **Term and Termination.**

- a. The terms of this Exhibit shall remain in effect for the duration of all services provided by Business Associate under the Agreement and for so long as Business Associate remains in possession of any PHI received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
- b. Upon termination of the Agreement, Business Associate shall recover any PHI relating to the Agreement and this Exhibit in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such PHI, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the PHI, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Agreement and this Exhibit shall be extended to any PHI for so long as Business Associate maintains such PHI, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.
- c. Covered Entity may immediately terminate the Agreement if it determines that Business

Associate has violated a material term of this Exhibit.

15. **Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

16. **Lost Revenues; Penalties/Fines.**

- a. **Lost Revenues.** Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.
- b. **Penalties/Fines for Failure to Comply with HIPAA.** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.
- c. **Penalties/Fines (other).** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

Revised 6/29/16/ SDF/ 2015418/ 930874_2

COUNTY OF TULARE
EXHIBIT D
TO HHS SERVICES AGREEMENT
INFORMATION CONFIDENTIALITY AND SECURITY REQUIREMENTS
(Form revision approved 01/01/2018)

- I. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
- A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
- B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
- C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
- D. **Personal Information:** Personal Information includes the following:
1. Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person.
 2. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
 3. This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request
- E. **Nondisclosure.** The CONTRACTOR and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
- II. The CONTRACTOR and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- III. The CONTRACTOR and its employees, agents, or subcontractors shall promptly transmit to the COUNTY all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
- IV. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than COUNTY without prior written authorization from the COUNTY, except if disclosure is required by State or Federal law.
- V. The CONTRACTOR shall observe the following requirements:
- A. **Safeguards.** The CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written
- B. information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities, including at a minimum the following safeguards:

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1. Personnel Controls

- a. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the COUNTY, or access or disclose COUNTY PSCI, must complete information Privacy and security training, at least annually. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. **Confidentiality Statement.** All persons that will be working with COUNTY PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to COUNTY PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. **Background Check.** Before a member of the workforce may access COUNTY PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2. Technical Security Controls

- a. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store COUNTY PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by COUNTY.
- b. **Minimum Necessary.** Only the minimum necessary amount of COUNTY PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- c. **Removable media devices.** All electronic files that contain COUNTY PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- d. **Antivirus software.** All workstations, laptops and other systems that process and/or store COUNTY PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- e. **Patch Management.** All workstations, laptops and other systems that process and/or store COUNTY PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- f. **User IDs and Password Controls.** All users must be issued a unique user name for accessing COUNTY PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not

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to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- g. **Data Destruction.** When no longer needed, all COUNTY PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of COUNTY.
- h. **System Timeout.** The system providing access to COUNTY PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 10 minutes of inactivity.
- i. **Network and/or Operating System Warning Banners.** All systems providing access to COUNTY PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- j. **Access Controls.** The system providing access to COUNTY PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- k. **Transmission encryption.** All data transmissions of COUNTY PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can

be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

3. Audit Controls

- a. **System Security Review.** All systems processing and/or storing COUNTY PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection.
- b. **Log Reviews.** All systems processing and/or storing COUNTY PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing COUNTY PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Controls

- a. **Emergency Mode Operation Plan.** CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic COUNTY PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

5. Paper Document Controls

- a. **Supervision of Data.** COUNTY PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. COUNTY PHI or PI in paper form shall not be left unattended at any

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- time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where COUNTY PHI or PI is contained shall be escorted and COUNTY PHI or PI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** COUNTY PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** COUNTY PHI or PI must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.
- e. **Faxing.** Faxes containing COUNTY PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of COUNTY PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of COUNTY PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.
- C. **Security Officer.** The CONTRACTOR shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with COUNTY.
- D. **Discovery and Notification of Breach.** The CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to COUNTY by the Social Security Administration or within twenty-four (24) hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. CONTRACTOR shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- E. **Investigation of Breach.** The CONTRACTOR shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery.
- F. **Written Report.** The Contractor shall provide a written report of the investigation to the COUNTY HHS Privacy & Compliance Officer ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- G. **Notification of Individuals.** The CONTRACTOR shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The COUNTY HHS Privacy & Compliance Officer shall approve the time, manner and content of any such notifications.
- VI. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of

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whether they are for the acquisition of services, goods, or commodities. The CONTRACTOR shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

- VII. Contact Information.** To direct communications to the above referenced COUNTY staff, the CONTRACTOR shall initiate contact as indicated herein. COUNTY reserves the right to make changes to the contact information below by giving written notice to the CONTRACTOR. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Tulare County HHSA Privacy & Compliance Officer
Tulare County HHSA Attn: Sravan Sharma 5957 S Mooney Blvd., Visalia, CA 93277
Email:SSharma@tularehhsa.org
Telephone: (559) 624-7465

- VIII. Audits and Inspections.** From time to time, COUNTY may inspect the facilities, systems, books and records of the CONTRACTOR to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. CONTRACTOR shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that COUNTY inspects, or fails to inspect, or has the right to inspect, CONTRACTOR's facilities, systems and procedures does not relieve CONTRACTOR of its responsibility to comply with this ICSR exhibit.

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FEDERALLY-FUNDED SERVICES. COUNTY will be paying for the services to be provided under this Agreement, in whole, or in part, with Federal grant funds, and so the following additional terms and conditions will apply to this Agreement:

(1) Equal Employment Opportunity — Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows: (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information. (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to

be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor

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in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). — If this Agreement involves payment for construction services in excess of \$2,000, then the CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the Davis-Bacon Act, the CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the CONTRACTOR is required to pay wages not less than once a week. The COUNTY must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The CONTRACTOR'S execution of the

subject Agreement constitutes the CONTRACTOR'S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland "Anti- Kickback" Act (40 U.S.C. 3145) — CONTRACTOR must comply with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Under the Copeland "Anti- Kickback" Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) — If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Rights to Inventions Made Under a Contract or Agreement — If the Federal award supporting payments for services under this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," then the COUNTY and the CONTRACTOR recipient or subrecipient must comply with

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the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended — If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the CONTRACTOR certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The CONTRACTOR must also disclose to the COUNTY is writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials — Pursuant to 2 CFR § 200.322, the COUNTY and the CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access — Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(A) Retention requirements for records. CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the CONTRACTOR is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the CONTRACTOR.

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(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the CONTRACTOR'S fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(B) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original

records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(C) Access to records.

(a) Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the CONTRACTOR and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon CONTRACTOR.