



Guilford County

CONTRACT AGREEMENT

COUNTY	COMPANY
<p>Guilford County 301 West Market Street Greensboro, NC 27401</p> <p>Telephone No: 336-641-3852 Attention: Tiffany Johnson</p> <p>Contract No: 752 Parent Contract No: 0</p>	<p>PACIFIC INTERPRETERS, INC. One Lower Ragsdale Dr. Bldg. 2 Monterey, CA 93940 Jon Szymanski 831-402-5842</p> <p>jszymanski@languageline.com</p> <p>Attention: Jon Szymanski</p>

HIGHLIGHT INFORMATION

<p>Contract Purpose: Interpreter Services</p> <p>Effective Date: July 1, 2018</p> <p>Contract Type: PRICE ONLY SERVICE</p> <p>Contract Amount: 82,500.00</p>	<p>Expiration Date: June 30, 2019</p> <p>Contract Subtype:</p> <p>Event Number:</p>
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CONTRACT LINES

Line No	Percent	Item Description	Acct Unit	Account	Base Cost	UOM	Amount
1	100.000%	Interpreter Services 210002	210002	53010^0	\$5,000.00	YR	\$5,000.00
2	100.000%	Interpreter Services 210650	210650	53010^0	\$12,500.00	YR	\$12,500.00
3	100.000%	Interpreter Services 210335	210335	53010^0	\$3,500.00	YR	\$3,500.00
4	100.000%	Interpreter Services 210430	210430	53010^0	\$6,500.00	YR	\$6,500.00
5	100.000%	Interpreter Services 210416	210416	53010^0	\$5,000.00	YR	\$5,000.00
6	100.000%	Interpreter Services 210191	210191	53010^0	\$5,000.00	YR	\$5,000.00
7	100.000%	Interpreter Services 210320	210320	53010^0	\$45,000.00	YR	\$45,000.00



GUILFORD COUNTY CONTRACT NO. 752
Parent Contract No. 0

(SEE COMMENTS FOR CONTRACT)

**GUILFORD COUNTY (CM «Contract»)
PACIFIC INTERPRETERS, INCORPORATED**

Pacific Interpreters, Incorporated (the "Company") and **Guilford County on behalf of its' Public Health Department**, 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.f. (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 the signing by both parties 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. Upon the expiration of the Initial Term, this Agreement will be automatically renewed for successive one-year periods unless either party provides written cancellation notice to the other at least one hundred twenty (120) days prior to the expiration of the then-current Term. As used in this Agreement, each term after the Initial Term is a "Renewal Term" and the Initial Term and the total Renewal Terms are the "Term." Upon receipt of a timely cancellation notice by either party, this Agreement will terminate at the end of the then-current Term.

2. **PRICING and PAYMENT TERMS.** Usage charges and fees for the respective Services are set out in the respective Services Attachments. As full compensation for the Company's delivery of the goods and/or services, the Customer agrees to pay the amounts for the goods and/or services. The Customer is not financially committed by this Contract to purchase any minimum amount of goods and/or services. The financial exposure to the Customer is not expected to exceed \$82,500.00, and in any event payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter §159.
3. 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.
4. **USE OF SERVICES.** Customer warrants that (i) the Services will not be re-sold and (ii) Customer will not use the Services in any manner that may violate any applicable law, rule or regulation. Customer agrees to safeguard its Client Identification Number ("CIN") against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from use of its CIN, whether or not such use is authorized by Customer.

**GUILFORD COUNTY (CM «Contract»)
PACIFIC INTERPRETERS, INCORPORATED**

5. **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 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.
6. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** 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.
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 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.

**GUILFORD COUNTY (CM «Contract»)
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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, except that the Company may assign its right to payment to an affiliated company and, either party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety.
12. **TERMINATION.** A party claiming the other party to be in breach of this Agreement may terminate this Agreement on thirty (30) days' written notice if the party claimed to be in breach does not cure the alleged breach, unless such breach is not curable in thirty (30) days in which case the party claimed to be in breach shall have a commercially reasonable time to cure the breach. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all Services rendered prior to the effective date of termination. Any disputed charges shall be resolved by Customer and 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 all of its Attachments is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.



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Attachment A1 Over-the-Phone Charges and Options

ENTERPRISE CONTRACT: ☐ Yes ☐ No

INITIAL TERM: 1 year

CUSTOMER NUMBER:

ENROLLMENT & SET-UP PACKAGES:

- ☐ One time set up charge for each client identification 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 Pacific Interpreters is based on the language requested and time of day.

TIERS	LANGUAGES	Per minute
1	Spanish	\$.95
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, Vietnamese	\$.95
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, Portuguese	\$.95
4	Farsi, Tagalog, Thai, Urdu and all other languages	\$.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 Pacific Interpreters.
- Per minute rates do not include international calls.

- ☐ VOLUME SURGE: Pacific Interpreters reserves the right to assess a 15% surcharge for months in which defined surges in volume occur unless the customer has notified Pacific Interpreters 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 Pacific Interpreters 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 Pacific Interpreters. Pricing changes will be made on next full monthly billing cycle.

BILLING OPTIONS:

- ☒ Electronic BillFREE
- ☐ Hierarchical Bill /Month \$30/month
- ☐ Custom billing fee (per invoice, per month) \$30/invoice/month
- ☐ Historical Invoices over 90 days (per monthly invoice requested) \$30/invoice/month



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Attachment A1 Over-the-Phone Charges and Options

☐ Paper Bill \$10

CUSTOM REPORTING OPTIONS:

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

SERVICE OPTIONS:

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

OPTIONAL TRAINING ASSISTANCE AND MATERIALS:

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

OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME:

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

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.

SIGNATURES

Pacific Interpreters, Inc.

Customer Name: Guilford County on behalf of its' Public Health Department

Accepted by (signature):

DocuSigned by:
Bonaventura A. Cavaliere
B0C19FC37A3C

Accepted by (signature):

DocuSigned by:
Marty K Lawing
5148C7EEF7AB48A

Name: Bonaventura A. Cavaliere

Name (type or print): Marty K. Lawing

Title: CFO

Title (type or print): Guilford County Manger

Date: 8/15/2018

Date: 7/11/2018 | 1:37 PM EDT

Prepared by and date: Jon Szymanski 2/8/2018



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Attachment A7 LanguageLine® InSightSM Video Interpreting

Customer Name: Guilford County on behalf of its' Health Department

Umbrella Number:

Affiliate Name (if applicable):

Access ID (if applicable):

Enterprise Contract: ☐ Yes ☐ No

Terms [Years]: 1 year _____
Starting [Date]: _____

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	\$1.50
3	All Other Languages	\$1.50

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
- ☒ 1-10 Activated Devices \$30.00
☐ 11-100 Activated Devices \$75.00
☐ 101+ Activated Devices \$200.00
- ☐ One-Time Service Activation Fee (Unlimited Device Activations) waived

EQUIPMENT OWNERSHIP

☒ Customer-Supplied Equipment ☐ Customer-Owned Equipment ☐ LanguageLine-Owned Equipment

Customer-Supplied	Purchased by the Customer from a supplier other than LanguageLine Solutions.
Customer-Owned	Purchased by the Customer from LanguageLine Solutions.
LanguageLine-Owned	Leased by the Customer from LanguageLine Solutions.

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:

32GB iPad with Screen Protector \$425.00 each
 Screen Protector \$29.00 each
 Table Top Stand \$225.00 each
 Interpreter on WheelsTM Rolling Stand \$950.00 each



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

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

If a minimum of 250 InSight Video Interpreting minutes are generated per device per month, the monthly LanguageLine-Owned equipment lease fees detailed in this section of the agreement may be waived.

- 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® InSightSM service mark 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 NotePadSM function, written information relayed during the call is also encrypted. As with the live video, no recording is made of information written on the NotePadSM 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 LanguageLine-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



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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 LanguageLine-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 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: Guilford County on behalf of its' Public Health Department

Pacific Interpreters, Inc.

Accepted by (signature): *Marty K Lawing*
DocuSigned by:
5148C7EEF7AB48A

Accepted by (signature): *Bonaventura A. Cavaliere*
DocuSigned by:
BDC19FC317A9C

Name /Title (type or print): Marty K. Lawing / Guilford County Manager

Name /Title (type or print): Bonaventura A. Cavaliere

Date: 7/11/2018 | 1:37 PM EDT

Date: CFO
 8/15/2018

Preparer's Name and Date: Jon Szymanski 2/8/2018



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Attachment B Client Contact Information

ENTERPRISE CONTRACT: ☐ Yes ☒ No

INITIAL TERM: one (1) year

UMBRELLA NUMBER:

CUSTOMER NAME (Parent Company): Guilford County on behalf of its' Public Health Department

CLIENT NAME (Affiliate):

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

OPERATIONS CONTACT

Name w/ Salutation: **Todd B. Reek**

Title: **DHHS IS Manager**

Telephone: **336.641.5880**

Fax:

E-Mail: **treek@guilfordcountync.gov**

Address: **1203 Maple Street**

City, State, Zip/Postal Code: **Greensboro NC, 27405**

BILLING CONTACT

☐ Same as operations contact

Name w/ Salutation: **Louise Baldwin**

Title: **Accounting Officer**

Telephone: **336.641.6364**

Fax: **336.641.6971**

E-Mail: **LBALDWI@myguilford.com**

Address: **1203 Maple Street**

City, State, Zip/Postal Code: **Greensboro NC, 27405**

TRAINING CONTACT (if applicable)

☐ Same as billing contact

☒ Same as operations contact

Name w/ Salutation:

Title:

Telephone:

Fax:

E-Mail:

Address:

City, State, Zip/Postal Code:



pacificinterpreters™

A LanguageLine Solutions™ Company

Attachment B Client Contact Information

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.

SIGNATURES

Guilford County on behalf of its' Public Health Department

Pacific Interpreters, Inc.

Accepted by (signature): *Marty K. Lawing*
DocuSigned by: 5148C7EFF7AB48A...

Accepted by (signature): *Bonaventura A. Cavaliere*
DocuSigned by: BDC191FC317A43C...

Name (type or print): Marty K. Lawing

Name Bonaventura A. Cavaliere

Title (type or print): Guilford County Manager

Title: CFO

Date: 7/11/2018 | 1:37 PM EDT

Date: 8/15/2018

Prepared by: Jon Szymanski Phone/Fax: 831-402-5842

LETTER OF INTENT This Binding Letter of Intent ("Agreement") is entered into by and between the following parties:

CUSTOMER		CONTRACTOR	
Guilford County Department of Health & Human Services – Division of Public Health 1203 Maple Street Greensboro, NC 27405		Pacific Interpreters, Inc. "Contractor", having a place of business at: One Lower Ragsdale Drive, Building Two Monterey, California 93940	
Attention:	Merle Green	Attention:	Contracts
Telephone:	336-641-3288	Telephone:	831-648-5444
Fax:	336-641-6057	Fax:	831-648-5444
Email:	mgreen@guilfordcountync.gov	Email:	

- A. The Parties are negotiating a Master Services Agreement ("MSA") regarding the providing by Contractor of language interpretation services, (collectively, the "Services"). Both intend to complete the MSA by or before July 31, 2018 so that Customer can begin using such services beginning on July 1, 2018. Following that period, Contractor will assign Customer a Customer Identification Number (the "CIN"); and
- B. In the event that the MSA is not completed by or before July 31, 2018 and Customer begins Services on July 1, 2018 using the service, this Agreement shall govern such usage unless and until the MSA is executed by the Parties. This Letter of Intent will be replaced in its entirety by the MSA if one is completed, and this Letter of Intent and its terms and conditions are binding on the Parties until replaced.

In consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

1. In the event that the MSA is not completed by or before July 31, 2018 and Customer begins using Services on July 1, 2018 by using the assigned CIN, the Fees and Invoicing for such usage shall be as follows:

1.1.1. Fee Schedule:

Monthly Minute Tier	Per Minute Cost Spanish	Per Minute Cost Other Scheduled Languages (OSL)
	Phone: \$.95 per minute	Phone: \$.95 per minute
	Video: \$1.50 per minute	Video: \$1.50 per minute (OSL)
		Video: \$2.95 per minute-ASL Only

1.1.2. Billing starts when the interpreter for the requested language connects to the call.

1.1.3. Each call will be measured in (insert rounding) increments for billing purposes

1.1.4. The tiers start from the first tier each month and do not roll over from month to month

1.2 Invoicing. Contractor shall submit a hard copy invoice for Services each month to

Customer addressed to:	Louise Baldwin
Company Name:	Guilford County DHHS-Division of Public Health
Company Address:	1203 Maple Street
Company City, State, Zip	Greensboro, NC 27405
Company Contact Name:	Louise Baldwin
Company Telephone Number:	336-641-6364

2. AGREEMENT TO PAY: Customer agrees to pay all undisputed invoiced charges to its CIN within thirty

Language Line Services, Inc.

A LanguageLine SolutionsSM Company

(30) days after receipt of an invoice, and the Parties agree to attempt to resolve all disputed charges within thirty (30) days from the date of the invoice containing disputed charges.

3. BEST EFFORTS. The Parties agree to use best efforts to complete and execute the MSA on or before July 31, 2018, and if not by then, as soon as possible thereafter.

IN WITNESS WHEREOF, LanguageLine and Customer hereby execute this Agreement intending to be bound through the signatures of their authorized representatives below. The person signing on behalf of each party by her/his signature is representing and warranting that she/he has the authority to bind the Party on whose behalf she/he is signing this Agreement.

Guilford County DHHS-Public Health

Language Line Services, Inc.

Customer Name: Merle Green

Prepared by: Jon Szymanski

Accepted by (signature):

Merle Green

Accepted by (signature):

Name (type or print): Merle Green

Name (type or print):

Title (type or print): Director of Public Health

Title (type or print):

Date:

5/24/18

Date: