KERN COUNTY HUMAN SERVICES

Lito Morillo
Director

November 17, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED RETROACTIVE SOLE SOURCE AGREEEMENT WITH LANGUAGE LINE SOLUTIONS, INC. FOR INTERPRETATION AND DOCUMENT TRANSLATION SERVICES (Fiscal Impact: $200,000; $100,000 Federal; $64,000 State; $24,000 Realignment; $12,000 General Fund; Not Budgeted; Mandated)

The Department of Human Services (DHS) requests that your Board approve the Sole Source Agreement for Interpretation and Document Translation services with Language Line Solutions, Inc. The term of this Agreement is July 1, 2026, through June 30, 2028, in an amount not to exceed $200,000. Total General Fund cost is $12,000. This Agreement is retroactive due to an unanticipated delay in Agreement negotiations.

DHS will coordinate with Language Line Solutions to provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between DHS client staff and individuals requiring translation services including Limited English Proficient (LEP) individuals. Language Line Solutions also provides document translation services to DHS. DHS staff must ensure that clients are advised of their right to free interpretive services. These services must be provided without undue delay. This Agreement allows DHS to remain in compliance of State and Federal Civil Rights and American with Disabilities Laws.

Language Line is the only vendor that can reliably meet the Department's legally mandated interpreting needs without service disruptions, as it provides proven security and avoids costly retraining and equipment changes required by other providers.

This Agreement has been reviewed and approved as to form by the Office of County Counsel. The County Purchasing and County Administrative Office has reviewed and concurs with our recommendation.

Therefore, IT IS RECOMMENDED that your Board approve the Retroactive Sole Source Personal/Professional Services Agreement for Translation and Interpretation Services with Language Line Solutions, Inc. in an amount not to exceed $200,000 for the term of July 1, 2026 through June 30, 2028 and authorize the Chairman to sign.

Sincerely,

L. Morillo

Lito Morillo
Director

cc: CAO

Docusign Envelope ID: D527B0E7-9134-8719-827C-3101FB8EA43E

Statement of Work

Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

County of Kern	Customer # **2523216**
OMNIA Participation ID:4001389	

This Statement of Work is subject to cooperative purchasing Contract #R210605 (the "Contract") between Region 4 Education Service Center, administered by OMNIA Partners, Public Sector ("OMNIA") on behalf of Participating Public Agencies, and Language Line Services, Inc. ("Company") for Interpretation and Translation Services and Related Solutions. This document is the sole document that reflects Customer's participation in the Contract and pricing for these services. This document must be signed by an authorized representative of you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

1. LANGUAGE LINE PHONE INTERPRETING

1.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

(a) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	$0.64
2	All other languages	$0.69

1.3. PHONE INTERPRETING EQUIPMENT

(a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

(b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.

1Solution™ Analog Dual Handset Phone $4.50
1Solution Dual Handset IP Phone $12.50

Panasonic® Cordless Phone with Dual Handsets $10.50

(c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer $175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.

(d) **PHONE INTERPRETING EQUIPMENT PURCHASES**. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically

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apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Contracts@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone $60.00
1Solution Dual Handset IP Phone $150.00
Panasonic Cordless Phone with Dual Handsets $60.00
Panasonic Headset $25.00
Handsets with Splitter $10.00
Handset Splitters (price per unit) $6.00
Wall Splitters (price per unit) $6.00

(e) County shall compensate Consultant at the charged rate based on the service(s) provided as outlined in **Section 1. Scope of Work,** in an amount not to exceed **$200,000** over the term of this Agreement. All invoices shall be submitted in a form approved by County, and shall contain an itemization of all costs and fees broken down monthly based on employee ID#, number of calls, minutes, call length, , and total charges. Consultant shall submit a monthly invoice for reimbursement of allowable expenditures to Responsible County Department by the 25th of each month for the previous month's services. Invoices shall be submitted to Responsible County Department's Accounts Payable Unit, 100 E. California Avenue, Bakersfield, CA 93307, for review and processing. Payment will be made to Consultant within 30 days of receipt and approval of each invoice by the Responsible County Department.

1.4.TERM OF AGREEMENT

This CONTRACT shall be effective on July 1, 2026 and shall terminate no later than June 30, 2028.

2. LANGUAGE LINE DIRECT RESPONSE

2.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service

providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

STANDARD
- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

PREMIUM
- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

(b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Customer's service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

2.2. DIRECT RESPONSE FEES

(a) **STANDARD** $350.00
(b) **PREMIUM** per language $650.00
(c) **DEDICATED TOLL-FREE LINE** per line $150.00
(d) **INCREMENTAL PRICE PER MINUTE** applied to Customer's contracted per minute usage fees for LanguageLine Phone Interpreting. $0.25

3. LANGUAGE LINE INSIGHT VIDEO INTERPRETING

3.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

3.2. INSIGHT VIDEO INTERPRETING FEES

(a) **ACTIVATION** Monthly Service Fee or One-Time Fee ..... Waived

(b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting Based on Total Volume

Sign Language Per Minute Charge	Spanish Per Minute Charge	Other Spoken Languages Per Minute Charge
$2.25	$1.50	$1.85

4. LANGUAGE ONSITE INTERPRETING

4.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide highly qualified interpreters in-person (physical onsite) at Customer's business locations or using Customer's online conferencing platform (virtual onsite) to perform consecutive interpreting between Customer's Service Providers and Limited English Proficient (LEP) individuals, by converting spoken or signed language statements between English and another language.

(b) **SERVICE DELIVERY**

- Services are available by assignment, with language availability dependent upon regional resources.
- Virtual onsite assignments using Customer's online conferencing platform may be requested **1-2 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
- Physical onsite assignments at Customer's business locations may be requested up to 3 **days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
- Business locations (city/state/region) where physical onsite assignments will be requested:

City and State: **Bakersfield, California**

4.2. LANGUAGE LINE ONSITE INTERPRETING FEES

(a) **MINIMUM ASSIGNMENT TIME** is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.

(b) **MILEAGE/TRAVEL REIMBURSEMENT**

- Charged at the prevailing IRS rate, currently $0.725 per mile.
- For one-way travel exceeding 60 miles, travel time may be charged at the applicable hourly rate.
- Parking/tolls charged if applicable.

(c) **CANCELATION.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the minimum assignment time or reserved time for the assignment.

4.3. PRICING TABLE.

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	$75.00	$100.00	$90.00
Non-Standard Hourly Rate	$112.50	$150.00	$135.00
Emergency/Holiday Hourly Rate	$150.00	$200.00	$180.00

(a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with more than one full business days' notice.

(b) Non-Standard Hourly Rate is applied for assignments occurring before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or for assignments with less than one full business days' notice.

(c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

5. LANGUAGE LINE TESTING & TRAINING

5.1. SCOPE OF WORK

(a) DESCRIPTION OF SERVICES. Testing and training programs assess Customer's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.

(b) DELIVERABLES.

- Assessments and courses offered in 46 languages.
- Test results delivered within 5 business days.
- Training deliverables will be agreed-upon at the beginning of the project.

5.2. LANGUAGE LINE TESTING AND TRAINING FEES

(a) CANCELATION

- Cancelation policy for live Language Tests:

Notice	Credit
At least three business days' notice	Credit in full
Less than three business days' notice	Credit at 50% of fee
One business day or less notice	No credit

- Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
- Written cancelation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.

- Written cancelation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
- To reschedule or cancel, please e-mail LLA@LanguageLine.com.

(b) PRICING TABLES. Prices are in U.S. dollars, per individual test or course, and are subject to change.

Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100499* Tests	500* or More
Language Proficiency Test (LPT)	$165	$155	$145	$135
Specialty LPT	$200	$200	$200	$200
eLanguage Proficiency Test (eLPT)	$150	$140	$130	$115
Specialty eLPT	$185	$185	$185	$185
Bilingual Fluency Assessment (BFA)	$145	$135	$120	$115
Specialty BFA	$175	$175	$175	$175
eBilingual Fluency Assessment (eBFA)	$135	$120	$110	$105
Specialty eBFA	$155	$155	$155	$155
Bilingual Fluency Assessment for Clinicians	$160	$150	$140	$135
Specialty BFAC	$190	$190	$190	$190
eBilingual Fluency Assessment for Clinicians	$145	$135	$120	$115
Specialty eBFAC	$175	$175	$175	$175

Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	$155	$145	$135	$125
eInterpreter Readiness Assessment (eIRA)	$140	$125	$115	$110
Interpreter Skills Test (IST)	$200	$185	$165	$150
Specialty IST	$225	$225	$225	$225
eInterpreter Skills Test (eIST)	$185	$165	$150	$135
Specialty eIST	$200	$200	$200	$200
Medical Certification Test (MCT)	$220	$210	$195	$185
Court Certification Test (CCT)	$220	$210	$195	$185

Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Courses	5-9* Courses	10* or More
Fundamentals of Interpreting	Web	$445	$400	$285
Advanced Medical Training (AMT)	Web	$575	$520	$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	$390	$290
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Web	$230	$230	$175
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	$520	$400
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	$290	$290	$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	$520	$400
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	$290	$290	$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	$805	$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	$460	$460	$345

- eTests will be billed when the test link is delivered to the client.
- *Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants.
- **Delivered via phone or onsite, and requires a minimum of 5 participants to conduct the training.
- A training manual may be purchased for $69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for $99 with the advanced Medical Interpreter Training.
- Interpreter association members qualify for group discounts upon submission of a copy of their membership card to LLA@languageline.com.
- Group training discounts are based on the actual number of participants.

6. LANGUAGE LINE TRANSLATION AND LOCALIZATION

6.1. SCOPE OF WORK

(a) DESCRIPTION OF SERVICES. LanguageLine utilizes ISO-certified workflows to convert CUSTOMER's written and/or digital content between languages with attention to accuracy, tone, style, and attention to regional language and cultural sensitivities, including:

- Translation of written text

- Modifying graphics and design to properly display translated text
- Changing content to suit preferences
- Converting to local currencies and units of measurement
- Using proper formatting for elements like dates, addresses, and phone numbers
- Addressing local regulations and legal requirements

(b) DELIVERABLES.

- Services may be requested at https://www.languageline.com/s/RequestAQuote , via email to translation@languageline.com or by calling 1-800-878-8523.
- LanguageLine will provide all deliverables as agreed-upon at the beginning of the project.

6.2. PRICING TABLES. Translation fees, which include Translation and copyediting, are based on the English word count.

TIERS	BI-DIRECTIONAL: ENGLISH>LANGUAGE AND LANGUAGE>ENGLISH	TRANSLATION FEE (PER WORD)
Tier 1	Spanish (US/Latin America)	$0.15/word
Tier 2	Arabic, Chinese, Portuguese (Brazil), Russian, Vietnamese	$0.18/word
Tier 3	Bengali, Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	$0.22/word
Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Lao, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	$0.26/word
All other (LanguageLine supports 240+ languages)		$0.29/word

ADDITIONAL PRICING COMPONENTS	PRICING
Minimum charge per document translation order	$75.00 – Spanish $99.00 – all other listed language
Proofreading (third linguistic step when required)	$60.00/hour
Basic Layout/Formatting/Desktop Publishing	$45.00/hour
Localization Engineering Services	$55.00/hour
In-Language Recordings	Individual Quote
Transcription/Translation of Audio or Video files	Individual Quote
Project Management	10% of the invoice value (0.5-hour minimum @$55.00/hour)
Rush Fees	0% rush charge applies when an expedite delivery date is requested

Unless indicated otherwise, a one-hour minimum will apply to all hourly services.

6.3. 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.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 0% rush charge will apply when an expedited delivery date is requested.	
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.	

7. CONFIDENTIALITY:

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

A. During the term of this Agreement, Parties may receive or create certain confidential health or medical information ("Protected Health Information" or "**PHI**"). This PHI is subject to protection under State and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("**the HITECH Act**"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("**HIPAA Regulations**") and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PHI the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.

B. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with the HITECH Act, and applicable HIPAA Regulations.

D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon thirty (30) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PHI in a manner that is not authorized by the Parties or by applicable law.

E. During the term of this Agreement, Language Line agrees to abide by the Information Exchange Agreement between the Social Security Administration ("**SSA**") and the California Department of Health Care Services "**DHCS**"), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements ("**TSSR**"), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and Language Line agrees not to post these documents in a public viewing area including any public Internet site.** Language Line agrees to abide by all relevant requirements in the National Institute of Standards and Technology ("**NIST**") Special Publications ("**SP**") 800-122 and 800-53 (https://www.nist.gov/), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personally Identifiable Information ("**PII**").

LANGUAGE LINE RESPONSIBILITIES

1) Upon request, Language Line will provide a list of all employees who have accessed SSA data to the County quarterly. Language Line will provide employee

identification numbers and first names of employees whom have accessed such data. See **Exhibit "A"**.

2) Language Line and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of Language Line. Language Line will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, Language Line will provide proof of such training to the County as required by the County's Memorandums of Understanding with DHCS and CDSS (the "MOUs").

3) Language Line agrees to allow the County to complete periodic onsite reviews of their facility, with 3 weeks notice and at mutually agreeable dates and times, to ensure that the following steps meet SSA's requirements:

a) Safeguards for sensitive information;

b) Technological safeguards on computer(s) that have access to SSA-provided information;

c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;

d) Continuous monitoring of the Contractor's or agent's network and infrastructure and assets.

e) Compliance with all applicable TSSR and NIST guidelines.

4) Language Line will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the County for evidentiary purposes.

5) Language Line agrees no PII or PHI record will be stored outside the Language Line's information system without approval by County. Language Line will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("**FIPS**") 199 security category
of the information recorded on the media. Language Line will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.

6) Language Line is required to encrypt any PHI/PII information prior to transmission to the County as outlined in the TSSR and NIST guidelines. If encryption is not available, Language Line will work with County on alternate methods to receive any PII/PHI documents.

7) Language Line is required to report any breach or loss of PII/PHI within 48 hours to the appropriate County Security Officers. See **Exhibit "A"**.

8) Language Line will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. Language Line will track, document, and verify media sanitization actions. Notwithstanding the foregoing, the Language Line will be entitled to retain archival electronic copies of PII/PHI made during the routine back up of its information technology systems, and copies of PHI/PII to the extent required by law or its document retention policies, and for archival purposes to show compliance with the terms of this Agreement; provided that such retained copies will continue to be maintained on a secure and confidential basis in accordance with this Agreement.

9) Language Line and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the County, jail time, and court actions by the person(s) whose information was disclosed.

COUNTY RESPONSIBLTIES

1) County will provide Language Line access to the TSSR guidelines and the Memorandums of Understanding with DHCS and CDSS to assist them in meeting the requirements for maintaining confidentiality of all PII/PHI records. See **Exhibit "A"** for access instructions.

2) Language Line will maintain records of all Contractor's and employees who handle PII/PHI as part of their daily duties and will only give access to SSA provided information as outlined in this Agreement.

3) If necessary, County will request records for evidentiary purposes when needed from Language Line.

4) County agrees to provide a copy of their Breach Reporting Incident Policy to Language Line along with contact names and telephone numbers for all County Privacy Officers.

8. **BUSINESS ASSOCIATE ADDENDUM:**

Each Party agrees to execute the Business Associate Addendum attached hereto as **Exhibit "B",** which covers obligations under HIPAA and HITECH, so that County may comply with its obligations under the HIPAA laws and Regulations.

9. **NONDISCRIMINATION:**

Neither Language Line, nor any officer, agent, employee, servant or subcontractor of Language Line, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. Language Line will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21, including but not limited to, Section 21-117 Staff Development and Training. A copy of CDSS Manual of Policies and Procedures, Chapter 21 can be found at: www.cdss.ca.gov/inforesources/civil-rights.

Language Line understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event County is subject to any fiscal sanction or other legal remedies as a result of Language Line's failure to comply with the requirements of this section, Language Line shall indemnify and hold harmless County from any such fiscal sanction or other legal remedy imposed against County as provided in the indemnification provisions of this Agreement. Language Line shall participate in and pay County's costs incurred in County's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

Language Line acknowledges that the County, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, (**Exhibit "C**"). By signing this Agreement, Language Line, as a recipient of such funding through the County, shall be equally bound to comply with each and every requirement set forth therein.

10. **INDEMNIFICATION:**

Language Line agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of Language Line or Language Line's officers, agents, employees, independent Contractors, sub-contractor of any tier, or authorized representatives. Without limiting the generality of the foregoing,

the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Language by any person or entity.

11. **INSURANCE:**

Language Line, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Language Line's actions in connection with the performance of Language Line 's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Language Line shall not perform any work under this Agreement until Language Line has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Language Line shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Language Line shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Language Line shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Language Line or County as an additional insured.

a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Language Line has employees who may perform any services pursuant to this Agreement, Language Line shall submit written proof that Language Line is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.
Language Line shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Language Line. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Language Line shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Language Line shall also maintain employer's liability insurance with limits of one million dollars ($1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

(1) Language Line shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Language Line 's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitations for independent contractors working on the behalf of the named insured. Language Line shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars ($1,000,000) each accident.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(d) Cyber Liability Insurance/Technology Professional Liability Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, involving access to personal and or confidential information, software or technology services where a data breach or exposure to personal and or confidential information could impact the County, coverage shall be equal to the policy limits, which shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. Coverage shall respond to the duties and obligations as is undertaken by Language Line in this agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

(2) The Commercial General Liability and Automobile Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of $100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Language Line , at Language Line 's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Language Line shall be maintained until the completion of all of Language Line 's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Language Line shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Language Line in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Language Line shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

e. If Language Line is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Language Line shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Language Line is equivalent to the above-required coverages.

f. All insurance afforded by Language Line pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. This requirement shall also apply to any Excess or Umbrella liability policies. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Language Line 's personnel deliver or perform services for the County while on County property.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Language Line for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by Language Line to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Language Line. County, at its sole option, may terminate this Agreement and obtain damages from Language Line resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Language Line, County shall deduct from sums due to Language Line any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Language Line pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Language Line agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Language Line of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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

[Remainder of this page is intentionally left blank.]

Statement of Work

Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

By _____

Chaiman, Board of Supervisors
"County"

Responsible County Department

By DocuSigned by: Lito Morillo 1797CC5A27C0405... 11/2/2026

Lito Morillo, Director

Department of Human Services

County Counsel

By DocuSigned by: Andrew Hamilton 101EF0D5A0DE48B... 10/28/2026

Andrew Hamilton, Deputy County Counsel

Language Line Services, Inc.

By DocuSigned by: Bonaventura Cavaliere BDC191FC317A43C...

Bonaventura A. Cavaliere, CFO
"Consultant"
October 28, 2026

Exhibit A

The Department of Human Services (DHS) entered into a Memorandum of Understanding with the California Department of Healthcare Services (DHCS), effective September 1, 2024, and with the California Department of Social Services (CDSS), effective October 1, 2024, regarding the protection of Personally Identifiable Information (PII) that we share with our Contractors. The definition of PII covered by these MOUs refers to "specific information about an individual used to trace that individual's identity. Information such as his/her name, Social Security number (SSN), date and place of birth, mother's maiden name or biometric records, alone, or when combined with other personal of identifying information is linkable or linked to a specific individual's medical, educational, financial, and employment information."

DHS' agreements with these entities require DHS to provide a copy or access to both MOUs as well as the Technical System Security Requirements (TSSRs) and the National Institute of Standards and Technology (NIST) to each Contractor. DHS is required to inform Contractors of the specific information that applies to those who receive and send PII information and will provide training materials to assist the Contractors in initial and annual training requirements. Information to obtain copies of the confidential MOUs and security documents, as well as training materials, via secure file transfer, will be provided upon request by contacting **BAAContracts@kerndhs.com. You may not post any of the MOUs or the TSSR/NIST documents in a public place as specified by the Social Security Administration.**

Below are highlights of requirements outlined in the Agreement. This is not a comprehensive list, so please ensure you are familiar with responsibilities outlined in the Agreement relating to PII.

- All Contractors must provide the Department of Human Services with a list of their employees who will have access to PII information exchanged under its Agreement. Please send listing to **BAAContracts@kerndhs.com**.

- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department's Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.

- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

The Department of Human Services is committed to protecting all PII information that is shared with Contractors and trust Contractors share in this commitment.

Department of Human Services Security Officers:

- Technology Services Manager (661-334-3432) BAAContracts@kerndhs.com
- Human Resources Manager (661-633-7373) BAAContracts@kerndhs.com

Docusign Envelope ID: D527B0E7-9134-8719-827C-3101FB8EA43E

Exhibit B

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between County of Kern, by and through the Department of Human Services ("CE") and Language Line Services, Inc. ("BA").

RECITALS

A. CE wishes to disclose certain information, some of which may constitute Protected Health Information ("PHI") (defined below), to BA pursuant to the terms of the Contract.

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the name of the Business Associate listed above.

(b) Covered Entity. "Covered Entity" or "CE" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Kern County Department of Human Services.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

(e) **Privacy Rule** shall I mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164 (Subparts A and E).

2. **Obligations and Activities of Business Associate**

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set, if any, to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set, if any, as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the attached Agreement

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

(d) **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e) (2) (ii) (C); 45 C.F.R. Section 164.308(b)].

(d) **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. § 164.504(e) (2) (ii) (D); 45 C.F.R. § 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e) (1)).

(f) **Amendment of PHI.** If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, if any, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e) (2) (ii) (F)].

(g) **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations

purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE s responsibility to prepare and deliver any such accounting requested BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

(h) **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

(i) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

(j) **Notification of Breach.** During the term of the Contract, BA shall notify CE within forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

(k) **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and shall attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

(l) **Audits, Inspection and Enforcement.** Within fifteen (15) business days of a written request by CE, BA shall allow CE to conduct a reasonable inspection of the facilities, , all applicable records pertaining to the Contract or Addendum, agreements, policies and procedures relating to the use or

disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements. policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3.**Termination**

(a) **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e) (2) (iii)].

(c) **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject

to the same conditions set out in this Agreement above which applied prior to termination; and

5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE, may, at CE's expense, examine BA's facilities, , procedures and all applicable records pertaining to the Contract or Addendum as may be necessary to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE. at no cost to County, to testify as witnesses, or

otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. **Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Exhibit C

VENDOR ASSURANCE OF COMPLIANCE WITH
THE KERN COUNTY DEPARTMENT OF HUMAN SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT Language Line Services, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the DymallyAlatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 1113511139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

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