

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202012040 – 6

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8510 Administration / 851000 Administration
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	Language Line Services, Inc.

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202012040	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?				
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#:	

Is this contract grant funded?		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):	

Is this contract the result of a RFP or Bid process?		Contract Cost Center:	600200 / 627400
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency.
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 33,000	
This Amendment Amount:	
\$ 15,000	
Total Amended Amount:	
\$ 48,000	

Summary of Scope: This contract provides funding for language translation services for staff, patients, customers, and community members. This amendment increases funding to support additional interpretation services for Ukrainian refugees requiring services in Whatcom County.

Term of Contract:	1 Year	Expiration Date:	12/31/2023
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Contract Routing:	1. Prepared by:	JT	Date:	06/20/2023
	2. Health Budget Approval	KR/JS	Date:	06/22/2023
	3. Attorney signoff:	RB	Date:	06/26/2023
	4. AS Finance reviewed:	A Martin	Date:	6/27/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):	AB2023-433	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225**

**AND CONTRACTOR:
Language Line Services, Inc.
One Lower Ragsdale Drive, Bldg. 2
Monterey, CA 93940**

CONTRACT PERIODS:

Original:	01/01/2021 – 12/31/2021	Amendment #4:	01/01/2023 – 12/31/2023
Amendment #1:	03/01/2021 – 12/31/2021	Amendment #5:	01/01/2023 – 12/31/2023
Amendment #2:	05/01/2021 – 12/31/2021	Amendment #6:	04/01/2023 – 12/31/2023
Amendment #3:	12/31/2021 – 12/31/2022		

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit B – Compensation, to increase funding by \$15,000 to support additional interpretation services for Ukrainian refugees requiring services in Whatcom County.
2. Incorporate the Contractor’s current combined Statement of Work for Phone and InSight Video Interpreting services.
3. Funding for this contract period (01/01/2023 – 12/31/2023) is not to exceed \$18,000.
4. Funding for the total contract period (01/01/2021 – 12/31/2023) is not to exceed \$48,000.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 04/01/2023.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health & Community Services Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Bonaventura A. Cavaliere, CFO		
_____ Contractor Signature	_____ Printed Name and Title	_____ Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Language Line Services, Inc.
One Lower Ragsdale Drive, Bldg. 2
Monterey, CA 93940
831-648-5529
CFO@languageline.com

EXHIBIT “B” – Amendment #6
(COMPENSATION)

- I. **Budget and Source of Funding:** Funding for this contract, in an amount not to exceed \$18,000 during this contract period (01/01/2023 – 12/31/2023), is provided by general funds. The Contractor shall bill the County according to the rates listed in the pages to follow.

- II. **Invoicing:**
 1. The Contractor shall submit invoices to *(include contract/PO #)* HL-BusinessOffice@co.whatcom.wa.us.
 2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service.
 3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
 4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
 5. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

Client Name ("Customer"): Whatcom County Health Department	Client # (if applicable): 243095
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This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE 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) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID..... Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment Waived
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$.98
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$.98
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$.98
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$.98

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

- (c) Panasonic® Cordless Phone with Dual Handsets \$10.50
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 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 Activations@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 \$85.00
 - Panasonic Headset..... \$25.00
 - Handsets \$10.00
 - Handset Splitters (price per unit)..... \$6.00
 - Wall Splitters (price per unit) \$6.00

2. LANGUAGELINE INSIGHT VIDEO INTERPRETING

2.1. 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.

2.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION.** Please check the appropriate box below to indicate your choice.
 - Monthly Service Fee applied per Client Identification number (“CID”) based on the total number of activated devices:
 - Up to 10 Activated Devices \$30.00/month
 - Up to 100 Activated Devices \$75.00/month
 - 101+ Activated Devices \$200.00/month
 - OR**
 - One-time Activation Fee applied per Customer for unlimited activated devices..... \$2,500.00/one-time fee
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	\$2.95
2	Spanish	\$1.85

Language Tiers	Languages	Per Minute Charge
3	Other Spoken Languages	\$1.95

2.3. INSIGHT VIDEO INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase (“Customer-Owned”) and lease (“LanguageLine-Owned”) options are available for the equipment identified below for use with InSight Services (collectively, the “Equipment”). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
 LanguageLine-Owned: Leased by the Customer from LanguageLine.
 Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.
 Customer-Owned: Purchased by the Customer from LanguageLine.
- (b) **INSIGHT EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine (“LanguageLine-Owned”).
 iPad and LanguageLine Rolling Cart..... \$75.00/month
 iPad and Table Top Stand\$45.00/month
- (c) **INSIGHT EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement (“Customer-Owned”). Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased Equipment is covered by the following replacement warranties from the manufacturers: (i) iPads: 1-year; (ii) LanguageLine Rolling Cart: 3 years standard warranty, plus an additional 1 year on all mechanical items except wheels; and (iii) Table Top Stands: 1-year. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.
 32GB 8th Generation iPad (10.2-inch, Wi-Fi Only) with Screen Protector (iPad Model: MHNG3LL/A or MYLA2VC/A)\$425.00
 128GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (iPad Model: MY2J2LL/A)\$1,250.00
 10.2-inch Screen Protector (Model: SP-AGF-APL-ID2019-2 or AWV102GL)\$15.00
 12.9-inch Screen Protector (Model: AWV330GL)\$40.00
 LanguageLine Rolling Cart with 10.2-inch LanguageLine TrueSoundSM (Model: 478-00197)\$1,195.00
 Table Top Stand with Enclosure (Models: 303W75-LL/185-01065, 303W299PSEnw-LL or 303W290SEnw-LL).....\$275.00
 Table Top Stand without Enclosure (Models: 303W-LL or 303W75-LL)\$145.00
 LanguageLine TrueSound® Enclosure for 10.2-inch iPad (Models: 185-00999 or 185-01064).....\$195.00
 12.9-inch Non-TrueSound iPad Enclosure (Models: 290SEnw-LL or 299PSEnw-LL)\$130.00

2.4. ADDITIONAL TERMS AND CONDITIONS FOR INSIGHT VIDEO INTERPRETING

- (a) **TERMS REGARDING SOFTWARE APPLICATION.** The InSight video interpretation Services (the “Services”) are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the “App”). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). 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; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the

- transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.
- (b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, Notepad™, InSight, and Interpreter on Wheels trademarks (collectively, the “Trademarks”), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer’s use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the “LanguageLine Properties”). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine’s rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
- (c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement (“BAA”) with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App’s electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call’s completion.
- (d) **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.
- (e) **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 LanguageLine.
- (f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
- (g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the InSight App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps).
- (h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the InSight App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider

other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled "on" at all times, with "Always Allow Location Access" selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. 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 LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.

- (i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

3. OTHER FEES

- 3.1. FINANCE FEE.** Finance fee is applied to any past due balance. 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 permitted by applicable law.
- 3.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer \$1.75
- 3.3. OPTIONAL CUSTOMIZATIONS**
 - (a) Report configuration per hour..... \$250.00
 - (b) Report maintenance per month..... \$30.00
 - (c) Training assistance on site per day per training..... \$500.00
 - (d) Training materials development per hour \$179.00

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.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere



Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

Title:	Title: CFO
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