

## **PERSONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, hereinafter referred to as the “County”, and Language Line Services Inc., a Delaware corporation whose Federal Employer Identification No. is 77-0586710, hereinafter referred to as the “Contractor”.

### **RECITALS**

WHEREAS, The County requires the services of a language interpreting services provider to provide Multilingual Proficiency Tests, business translation and editing services, and audio/video interpreting; and

WHEREAS, The County procured the services of the Contractor through an Intermediate Procurement pursuant to the relevant provisions of ORS 279B and YCC 3.20.047; and

WHEREAS, The Contractor was selected because they possess the particular training, abilities, knowledge, qualifications, and experience the County requires as set forth herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

### **AGREEMENT**

1. TERM. This Contract shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties, or on January 1, 2026, whichever is sooner, and shall terminate on December 31, 2031, unless otherwise terminated or extended as provided herein. Upon mutual agreement of the parties, the Contract term may be renewed and extended in accordance with Section 7.
2. CONSIDERATION. As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed \$250,000. The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized a County representative.
  - a. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers’ compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County’s payment of compensation hereunder to Contractor.

3. SERVICES. The Contractor shall provide to the County services as specified in Exhibits A, B, and C, and D attached hereto and by reference incorporated herein.
4. WARRANTY OF SERVICES. The County has relied upon the professional ability, qualifications, and training of the Contractor as a material inducement to enter into this Contract. Accordingly, the Contractor represents and warrants that: (i) the Contractor shall perform all services set forth herein in a good and workmanlike manner, in conformance with the terms, conditions, and requirements of this Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) the Contractor warrants that each of the Contractor's employees assigned to perform services under this Contract has the proper skill, training, and background to be able to perform the services in a competent, timely, and professional manner and that all services shall be so performed; and (iii) the Contractor shall at all times maintain and keep current all professional licenses, certifications, and professional liability insurance required to perform the work set forth in this Contract.
5. BUSINESS ASSOCIATE AGREEMENT. In accordance with Exhibit D, the terms of this Contract create the relationship of "Covered Entity" and "Business Associate" between the County and the Contractor. HIPAA and the Privacy and Security Rule, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), require "Covered Entities" and "Business Associates" to enter into a Business Associate Agreement to protect certain health information. The Business Associate Agreement between the County (the Covered Entity) and the Contractor (the Business Associate) is set forth in the attached Exhibit D and is incorporated herein by this reference.
6. INDEPENDENT CONTRACTOR. This agreement is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
7. AMENDMENT. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.
8. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all

sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

9. HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.

- a. Pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- b. Pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
- c. Pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- d. Pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.

10. WORKERS' COMPENSATION. If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.

11. COMPLIANCE WITH LAWS. The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.

12. **INDEMNIFICATION.** The Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the Contractor in connection with the performance of any services required hereunder. The Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.
13. **INSURANCE.** The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
- a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of the Contractor;
  - b. Additional Insurance Requirements:
    - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
    - ii. Insurance coverage shall apply on a primary and non-contributory basis.
    - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.
14. **TERMINATION.**
- a. County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
  - b. County's Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing

of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:

- i. The Contractor breaches any of the provisions of this Contract;
  - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
  - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
  - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or the County is prohibited from paying for such services from the planned funding source.
- c. Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
15. **FORCE MAJEURE**. Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.
16. **ASSIGNMENT; DELEGATION; SUCCESSOR**. The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
17. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES**. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
18. **RECORDS**. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall

maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

19. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: Health and Human Services  
ATTN: Lindsey Manfrin  
535 NE 5<sup>th</sup> Street  
McMinnville, Oregon 97128  
[manfrinl@yamhillcounty.gov](mailto:manfrinl@yamhillcounty.gov)

Contractor: Language Line Services, Inc.  
ATTN: Bonaventura Cavaliere  
1 Lower Ragsdale Dr Bld 2  
Monterey CA 93940  
[CFO@languageline.com](mailto:CFO@languageline.com)

20. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
21. TAX CERTIFICATION. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
22. WAIVER. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
23. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the

specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

24. COUNTERPARTS. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
25. SEVERABILITY. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
26. SURVIVAL. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.
27. PUBLICITY. County agrees that Contractor may use County’s name and/or corporate logo on Contractor’s website and marketing materials upon written approval of County. Upon Contractor’s reasonable request, County will provide a testimonial regarding Contractor’s Services for use in Contractor’s marketing of its Services.
28. CONTRACTOR PERSONNEL. County understands and acknowledges that in providing the Services, Contractor’s linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are located within and outside of the United States (collectively, “LanguageLine Personnel”). All LanguageLine Personnel are subject to Contractor’s stringent quality control standards, confidentiality and privacy obligations and certification criteria, and Contractor is solely responsible for ensuring that that the terms and conditions of this Agreement are met by LanguageLine Personnel. County hereby consents to the use of all LanguageLine Personnel by Contractor.
29. USE OF SERVICES. County warrants that it will not (i) resell the Services to any third Parties; however, County may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. County and each affiliate will be assigned a Client Identification Number (“CID”) for use in ordering Services. County shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
30. CONFIDENTIALITY. If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other’s Confidential Information to any third Party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly

to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term “Confidential Information” includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws and the General Data Protection Regulation (EU) 2016/679 (the “GDPR”), (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

**LANGUAGE LINE SERVICES, INC.**

**YAMHILL COUNTY, OREGON**

DocuSigned by:  
*Bonaventura Cavaliere*  
BDC191FC317A43C...  
Signature

Signed by:  
*Kit Johnston*  
7FBCE62D60784FA...  
Signature

Bonaventura A. Cavaliere  
Name (printed)

Kit Johnston  
Name (printed)

CFO  
Title

Chair, Board of Commissioners  
Title

January 20, 2026  
Date

2/5/2026  
Date

Approved by the Yamhill County Board  
of Commissioners on: 02/05/2026  
via Board Order: 26-025

APPROVED AS TO FORM

Signed by:  
*Kaleb Raever*  
E840263F6B82408...  
By: Kaleb Raever, Assistant County Counsel



# EXHIBIT A - Statement of Work

## LanguageLine® Phone<sup>SM</sup> and InSight Video Interpreting®

Customer Name ("Customer"): <b>Yamhill County</b>	Customer # (if applicable): <b>9342</b>
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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 individuals with Limited English Proficient (LEP) 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 .....\$125.00
- (c) **MONTHLY MINIMUM** per CID .....\$50.00
- (d) **PLATFORM ACCESS FEE** per call .....\$0.25
- (e) **THIRD PARTY DIAL OUT FEE** per call.....\$5.00
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996
- (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 .....\$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and LanguageLine® App<sup>(SM)</sup> Audio Interpreting Based on Total Volume

Volume Tiers	Minutes Per Month	All Spoken Languages Per Minute Charge
1	0-1,000	\$1.75
2	1,001-3,000	\$1.60
3	3,001-6,000	\$1.45
4	6,001+	\$1.30

#### 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)



# EXHIBIT A - Statement of Work

## LanguageLine® Phone<sup>SM</sup> and InSight Video Interpreting®

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
Cordless Phone with Dual Handsets .....	\$125.00
Panasonic Headset.....	\$25.00
Handsets .....	\$10.00
Handset Splitters (price per unit) .....	\$6.00
Wall Splitters (price per unit).....	\$6.00

### 2. LANGUAGELINE® VIDEO INTERPRETING<sup>SM</sup>

#### 2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for LanguageLine Video Interpreting to facilitate effective communication between Customer’s service providers and individuals with Limited English Proficiency (LEP) 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. LANGUAGELINE 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 Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	\$2.95
2	Spanish	\$1.85
3	Other Spoken Languages	\$1.95

#### 3.3. LANGUAGELINE VIDEO INTERPRETING EQUIPMENT

- (b) **OPTIONS AND DEFINITIONS.** Equipment purchase (“Customer-Owned”) and lease (“LanguageLine-Owned”) options are available for the equipment identified below for use with LanguageLine Video 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.



# EXHIBIT A - Statement of Work

## LanguageLine® Phone<sup>SM</sup> and InSight Video Interpreting®

Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.

Customer-Owned: Purchased by the Customer from LanguageLine.

- (b) **LANGUAGELINE VIDEO 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) **LANGUAGELINE VIDEO 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.

128GB 11th Generation iPad (11-inch, Wi-Fi Only) with Screen Protector (iPad Model: MD3Y4LL/A) .....	\$475.00
256GB iPad Pro (13-inch, Wi-Fi Only) with Screen Protector (iPad Model: MVX33LL/A) .....	\$1,475.00
10.9-inch Screen Protector (Model: SP-AGF-APL-IDP10N-2) .....	\$15.00
13-inch Screen Protector (Model: DGIPDP13) .....	\$40.00
LanguageLine® Rolling Cart <sup>SM</sup> with 10.9-inch TrueSound <sup>SM</sup> (Model: 478-00297) .....	\$1,195.00
Table Top Stand with Enclosure (Model: 333W/13PAPX4W) .....	\$365.00
Table Top Stand with Enclosure (Model: 333W/478-00299) .....	\$345.00
Table Top Stand without Enclosure (Model: 333W) .....	\$215.00
LanguageLine TrueSound® Enclosure for 10.9/11-inch iPad (Model: 478-00299) .....	\$195.00
13-inch Non-TrueSound iPad Enclosure (Model: 13PAPX4W) .....	\$150.00

### 3. ADDITIONAL TERMS AND CONDITIONS FOR LANGUAGELINE VIDEO INTERPRETING

- (a) **TERMS REGARDING SOFTWARE APPLICATION.** The LanguageLine video interpretation Services (the “Services”) are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the “LanguageLine® App<sup>SM</sup>”). 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 LanguageLine 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 LanguageLine App, in the LanguageLine TrueSound, Notepad™, and LanguageLine Rolling Cart 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

# EXHIBIT A - Statement of Work

## LanguageLine® Phone<sup>SM</sup> and InSight Video Interpreting®

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 LanguageLine 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). Returns are only accepted for unopened within 30 days and a 15% restocking fee applies.
- (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 LanguageLine 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



# EXHIBIT A - Statement of Work

## LanguageLine® Phone<sup>SM</sup> and InSight Video Interpreting®

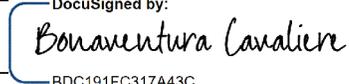
or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

(j) **RECEIPT AND ASSEMBLY OF LANGUAGELINE-OWNED EQUIPMENT.** For the receipt and assembly of LanguageLine-owned equipment, LanguageLine requires suitable workspace, e.g. appropriate physical space per volume of equipment, proper ventilation, access to restroom facilities, wi-fi connectivity, and a safe, well-lit, climate-controlled space to assemble equipment.

**4. OTHER FEES**

- 4.1. 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.
- 4.2. 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
- 4.3. 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: 2/5/2026	Date: January 20, 2026
Signature:  <small>Signed by: 7FBCE62D60784FA...</small>	Signature:  <small>DocuSigned by: BDC191FC317A43C...</small>
Name: Kit Johnston	Name: Bonaventura A. Cavaliere
Title: Chair, Board of Commissioners	Title: CFO



# Exhibit B - Statement of Work

## LanguageLine® Testing & Training<sup>SM</sup>

Customer Name ("Customer"): <b>Yamhill County</b>	Customer # (if applicable): <b>9342</b>
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This Statement of Work ("SOW") 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. SCOPE OF WORK

**1.1 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.

**1.2 DELIVERABLES**

- (a) Assessments and courses offered in 50+languages.
- (b) Test results delivered within 5 business days.
- (c) Training deliverables will be agreed-upon at the beginning of the project.

### 2. LANGUAGELINE TESTING AND TRAINING FEES

**2.1. REFUNDS AND CANCELATIONS**

- (a) Cancellation policy for live Language Skills and Interpreter Skills 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.

- (b) Delivery/refund policy for electronic Language Skills and Interpreter Skills Tests (eTests):

Notice	Credit
Within three months of registration	Test will be delivered to the original scheduler or candidate.
Within three to six months of registration	Test may be delivered to an alternate candidate, upon request.
After six months of registration	No credit.

- (c) Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
- (d) Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.
- (e) Written cancellation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
- (f) To reschedule or cancel, please e-mail [LLA@LanguageLine.com](mailto:LLA@LanguageLine.com).

**2.2. PRICING TABLES.** Prices are in U.S. dollars, per individual test or course, and are subject to change.



## Exhibit B - Statement of Work

### LanguageLine® Testing & Training<sup>SM</sup>

(a) Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100-499* 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	\$160	\$150	\$140	\$135
Specialty BFAC	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for	\$145	\$135	\$120	\$115
Specialty eBFAC	\$175	\$175	\$175	\$175

(b) Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100-499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment	\$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

(c) 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



## Exhibit B - Statement of Work

### LanguageLine® Testing & Training<sup>SM</sup>

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

- (d) eTests will be billed when the test link is delivered to the client.
- (e) \*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.
- (f) \*\*Delivered via phone or onsite, and requires a minimum of 10 participants to conduct the training.
- (g) 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.
- (h) Interpreter association members qualify for group discounts upon submission of a copy of their membership card to [LLA@languageline.com](mailto:LLA@languageline.com).
- (i) Group training discounts are based on the actual number of participants.

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: 2/5/2026	Date: January 20, 2026
Signature:  <small>Signed by: 7FBCE62D80784FA...</small>	Signature:  <small>DocuSigned by: BDC191FC317A43C...</small>
Name: Kit Johnston	Name: Bonaventura A. Cavaliere
Title: Chair, Board of Commissioners	Title: CFO



Customer Name ("Customer"):	Yamhill County	Customer # (if appl.):	9342
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This Statement of Work ("SOW") is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine®").

**1. SCOPE OF WORK**

**1.1. DESCRIPTION OF SERVICES.** ISO-certified workflows are used to convert Customer’s written content between two or more languages with attention to accuracy, tone, style, and regional language and cultural sensitivities.

**1.2. DELIVERABLES** will be agreed upon at the beginning of project(s).

**2. TERMS OF SERVICE**

**2.1. PRICING.** Prices for the Services shall be as specified by LanguageLine to Customer either in Exhibit A to this SOW or in an Estimate (Quote) sent in response to each Customer request for a translation or localization project. Estimates are based upon (i) the actual wordcounts contained in the documents or files provided by Customer, (ii) specifications and information originally submitted by Customer, and (iii) the delivery requirements requested by Customer. Estimates that are not based on actual wordcounts at the time the Estimate is prepared, will be adjusted to reflect actual wordcounts upon completion of the project. Adjustments to the Estimate may be necessary if specifications are changed or added, or if work not covered in the original quotation is requested by Customer. Estimates are only valid for thirty days or as otherwise specified in writing.

**2.2. ORDERS.** Orders authorized by Customer may only be canceled by Customer if Customer pays for all of the work performed by LanguageLine, including all fees, costs and expenses incurred by LanguageLine in connection with the order prior to cancellation. If Customer changes the original text, alters specifications, or adds new specifications after Customer has authorized LanguageLine to begin work, the changes, alterations, or additions may result in additional charges and adjustments of deadlines.

**2.3. TERMINOLOGY.** Unless Customer provides terminological reference material like glossaries or terminology lists, LanguageLine will use its best judgment in the selection of terms pertinent to a given field. Customer will be charged for and will pay for all changes to such terms.

**2.4. APPEARANCE.** When the Services include formatting, typesetting, page layout, or artwork, LanguageLine will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as Customer specifies. Unless the Estimate states otherwise, LanguageLine does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.

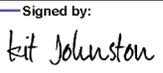
**2.5. EDITING.** Any editing or alteration of the delivered product required by Customer in cases where the style or other matter had been left to the judgment of LanguageLine, including stylistic or preferential linguistic changes, may result in additional charges to Customer. Translation errors will be corrected at no extra charge.

**2.6. CHANGE ORDERS.** Change order requests from Customer will be analyzed by LanguageLine for cost and schedule impact. If, in LanguageLine’s reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting LanguageLine’s ability to maintain the project schedule, LanguageLine will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, LanguageLine will provide Customer with a written change order quote for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion,

accept or reject LanguageLine's change order proposal. Change orders shall be considered effective upon written approval. Each party shall use its best efforts to respond as expeditiously as possible to such change requests and change order proposals.

- 2.7. PAYMENT.** (a) Unless otherwise stated in an Estimate, invoices will be issued at the end of the month in which the project is delivered. (b) All errors, claims, or requests for adjustment must be presented within thirty (30) days after the date of delivery or such work will be deemed to have been accepted. (c) Charges due and unpaid thirty (30) days after invoice shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum).
- 2.8. CUSTOMER PROPERTY.** At Customer's request, Customer property delivered to LanguageLine for use in the providing of the Services will be returned to Customer upon completion of the work by LanguageLine without any liability for loss or damage.
- 2.9. ADDITIONAL LIMITED WARRANTY.** In addition to the Limited Warranty in the Master Services Agreement between the parties, LanguageLine's sole obligation for Services is the re-performance, at no additional charge to Customer, of that portion of those Services that LanguageLine and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. LanguageLine shall correct any agreed upon defect within thirty (30) days of notice from Customer.
- 2.10. NO RAW MACHINE TRANSLATION WARRANTIES.** There are no warranties of any kind for machine translation that has not been post-edited (i.e., "raw" machine translation).
- 2.11. WARRANTY OF OWNERSHIP.** Customer warrants that it owns or has the rights to have translated or localized all of the materials for which it requests our translation or localization services and will indemnify us against any third-party claims for infringement of materials provided to us by Customer.

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: 2/5/2026	Date: January 20, 2026
Signature: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Signed by:  7FBCE62D80784FA...</span>	Signature: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by:  BDC191FC317A43C...</span>
Name: Kit Johnston	Name: Bonaventura A. Cavaliere
Title: Chair, Board of Commissioners	Title: CFO

**Translation & Localization Exhibit A- Pricing**

**1. TRANSLATION WITH PROFESSIONAL LINGUIST POST EDITING.** Our business translation services are geared towards businesses who need a quality driven cost-efficient translation delivered by a carefully selected qualified translator with expertise on the subject matter, assisted by our technology platform to ensure quality and increase their efficiency with the use of AI assisted tools. LanguageLine process will adhere to ISO 18587.

<b>TIERS</b>	<b>TARGET LANGUAGE (Translation from English)</b>	<b>Pricing (Per word)</b>
<b>Tier 1</b>	Spanish (US/Latin America)	\$0.10/word
<b>Tier 2</b>	Arabic, Chinese (Simplified), Russian	\$0.11/word
<b>Tier 3</b>	Chinese (Traditional), French, Hindi, Italian, Portuguese (Brazil), Tagalog, Thai, Vietnamese	\$0.13/word
<b>Tier 4</b>	Czech, Farsi, German, Haitian Creole, Hungarian, Khmer, Korean, Polish, Romanian, Serbian, Slovak, Slovenian, Ukrainian	\$0.15/word
<b>Tier 5</b>	Armenian, Burmese, Hmong, Japanese, Nepali, Somali, Turkish	\$0.17/word
<b>All other supported languages</b>		Pricing available upon request

**2. TRANSLATION AND EDITING.** Our Enterprise-Verified translation service adds an additional layer of quality assurance with a second language expert reviewing the work of our carefully selected qualified translator with expertise on the subject matter, prior to delivering to our clients. Both of our professional translators will be assisted by our technology platform to ensure quality and increase their efficiency with the use of AI assisted tools. LanguageLine process will adhere to ISO 17100.

<b>TIERS</b>	<b>TARGET LANGUAGE (Translation from English US)</b>	<b>Pricing (Per word)</b>
<b>Tier 1</b>	Spanish (US/Latin America)	\$0.14/word
<b>Tier 2</b>	Arabic, Chinese (Simplified), Chinese (Traditional), Russian	\$0.18/word
<b>Tier 3</b>	French, German, Italian, Portuguese (Brazil), Vietnamese	\$0.22/word
<b>Tier 4</b>	Armenian, Czech, Farsi, Haitian Creole, Hungarian, Polish, Romanian, Serbian, Slovak, Slovenian, Tagalog, Thai, Ukrainian	\$0.24/word
<b>Tier 5</b>	Burmese, Hindi, Hmong, Japanese, Khmer, Korean, Nepali, Somali, Turkish	\$0.26/word
<b>All other (LanguageLine supports 240+ languages)</b>		Pricing available upon request



**LanguageLine® Translation & Localization<sup>SM</sup>**

- 3. LANGUAGELINE® AI TRANSLATION APP<sup>SM</sup> – Corporate (PAYG):** Customer will have access to LanguageLine’s proprietary Customer Portal and AI Translation App under a pay-as-you-go (PAYG) model. Please note content generated by the self-serve app is produced through AI and machine translation and is not reviewed or edited by human experts, unless additional services are requested. As such, the quality level is intended for basic comprehension only.

Service	Pricing
<b>AI Text Translation up to 2000 characters per request</b>	No charge
<b>AI File Translation (all formats)</b>	\$0.02 per word
<b>AI Transcription</b>	\$0.75 per minute
<b>AI Transcription + Translation (Machine Translation)</b>	\$1.00 per minute
<b>AI Transcription + Subtitling</b>	\$1.50 per minute
<b>AI Transcription + Dubbing</b>	\$2.75 per minute

Terms
Pay-per-use model (no monthly minimums).
Optional monthly billing summaries and usage reports available.
For critical content, customers are encouraged to add Human Escalation services to ensure accuracy and quality.

*By using the LanguageLine AI Translation App, you acknowledge that LanguageLine makes no warranties of any kind for AI output or machine translation that has not been post-edited (i.e., “raw” machine translation). Any machine translation output generated herein may not be used if the accuracy of the translation is critical, and LanguageLine accepts no liability for any damages or losses resulting from the use of a translation in such a manner.*

- 4. ADDITIONAL PRICING COMPONENTS & NOTES.** All requests shall be subject to the additional pricing components and notes as outlined below.

COMPONENT	PRICING
Minimum charge per translation order	\$99.00 – Spanish (US/Latin America) \$125.00 – All other listed languages
Basic Layout/Formatting/Desktop Publishing	\$55.00/hour
Proofreading (third linguistic step when required)	\$65.00/hour
Localization Engineering	\$65.00/hour
UI, HTML, XML Engineering	Individual Quote
Transcription/Audio Recording	Individual Quote
Project Management .....	10% of the invoice value (0.5 hour minimum @\$55.00/hour)
No delivery charge for Fax, E-mail, or US Mail (additional charges apply for courier services)	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.	
All listed rates apply to translation from English into the specified target language. Translation into English is available at a 15% surcharge on the listed rates.	
A 20% premium applies to all per-word, hourly, and minimum charges when using US-based or domestic-exclusive resources.	
Translation charges will appear in a single, monthly invoice.	
All amounts are stated in U.S. Dollars (USD).	
There are no warranties of any kind for machine translation that has not been post-edited (i.e., “raw” machine translation).	



- 5. DELIVERY GUIDELINES.** Because the exact English word count is not known until the source content has been translated, turnaround commitments are based on LanguageLine’s best estimate of the final English word count prior to project initiation. Additional services or less commonly requested languages may extend the overall 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 50% rush charge will apply when an expedited delivery date is requested.	
Business hours are Monday – Friday, 8 a.m. to 5 p.m. (Pacific Time)	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	



## Exhibit D - Statement of Work LanguageLine® Onsite<sup>SM</sup> Interpreting

Customer Name ("Customer"): <b>Yamhill County</b>	Customer # (if applicable): <b>9342</b>
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This Statement of Work ("SOW") 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. SCOPE OF WORK**

**1.1. DESCRIPTION OF SERVICES.** LanguageLine will provide highly qualified interpreters in-person 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 individuals with limited English proficiency, by converting spoken or signed language statements between English and another language.

**1.2. SERVICE DELIVERY**

- (a) Services are scheduled in advance, with language availability dependent upon local resources.
- (b) Maximum advance notice is preferred for both in-person onsite assignments and virtual onsite assignments. Recognizing advance notice is not always possible, short notice requests may also be accommodated.
  - For same day or next day requests, assignments must be scheduled via phone at 1-888-225-6056, option 1.
  - For advance notice requests, assignments may be scheduled via email to [onsiterequests@languageline.com](mailto:onsiterequests@languageline.com) or phone at 1-888-225-6056, option 1.
- (c) Business locations (city/state/region) where in-person onsite assignments will be requested:

City and State: <b>McMinnville, OR</b>
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**2. LANGUAGELINE® ONSITE<sup>SM</sup> INTERPRETING FEES**

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

**2.2. MILEAGE/TRAVEL REIMBURSEMENT**

- (a) Mileage will be charged at the prevailing IRS rate.
- (b) For one-way travel exceeding sixty (60) miles, travel time may be charged at the applicable hourly rate.
- (c) Parking and/or tolls will be charged, if applicable.

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

**2.4. PRICING TABLE**

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$70.00	\$100.00	\$80.00
Non-Standard Hourly Rate	\$187.50	\$225.00	\$187.50
Emergency/Holiday Hourly Rate	\$250.00	\$300.00	\$250.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with one full business days' notice or more.
- (b) Non-Standard Hourly Rate is applied for assignments before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, assignments on Saturday and/or Sunday or assignments with one hour's notice or more but 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.

**2.5. BILLING.** Billing will be for the greater of time reserved or actual time, subject to the minimum assignment time.

- 2.6. **CONSECUTIVE MODE.** Spoken language interpreting pricing is for consecutive mode only.
- 2.7. **LANGUAGELINE® VIRTUAL ONSITE<sup>SM</sup> INTERPRETING.** Rates, charges and terms apply to both in-person onsite assignments and virtual onsite assignments.
- 2.8. **LEGAL QUALIFIED/CERTIFIED INTERPRETING.** Add \$75.00 per hour to the rate table above.
- 2.9. **REMOTE CART SERVICES.** Remote Computer Assisted Real-Time Transcription (CART) services available (English only) at \$225.00 Standard Hourly Rate, \$337.50 Non-Standard or Emergency/Holiday Hourly Rate. One hour minimum applies.

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 2/5/2026	Date: January 20, 2026
Signature: <small>Signed by:</small> <i>Kit Johnston</i> <small>7FBCE62D60784FA...</small>	Signature: <small>DocuSigned by:</small> <i>Bonaventura Cavaliere</i> <small>BDC191FC317A43C...</small>
Name: Kit Johnston	Name: Bonaventura A. Cavaliere
Title: Chair, Board of Commissioners	Title: CFO

**EXHIBIT D**  
**BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT**

**RECITALS**

A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information (“EPHI”) in the performance of its obligations under the Agreement; and

B. County operates a drug and alcohol treatment program subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and

C. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”); CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement pursuant to this Business Associate/Qualified Service Organization Agreement (“BAA”); and

D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

**NOW, THEREFORE**, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

**AGREEMENT.** The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this BAA. Capitalized terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms in Part 2, the Privacy Rule and Security Rule.

**1. SERVICES.** Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this BAA, Part 2, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

**2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.**

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement (as amended by this BAA), and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by Law. Notwithstanding any other language in this BAA, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement as amended by this BAA, and if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this BAA.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this BAA, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this BAA, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file) if any, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set, if any, that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with Part 2, the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this BAA, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms “Unsecured Protected Health Information” and “Breach” shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as “Discovered” in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR’s Breach of Unsecured Protected Health Information.

### 3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this BAA, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this BAA, provided that such use or disclosure would not violate Part 2, the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Services, Payment and/or Health Care Operations under Part 2, the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this BAA, except to the extent preempted by Part 2 or the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this BAA, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this BAA, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this BAA. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

#### **4. OBLIGATIONS OF COUNTY.**

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

#### **5. PERMISSIBLE REQUESTS BY COUNTY.**

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under Part 2, the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this BAA and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this BAA and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

#### **6. TERM AND TERMINATION.**

(a) Effective Date; Term. This BAA shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This BAA shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the BAA is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this BAA, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this BAA, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this BAA if the party in breach does not cure the breach of the terms of this BAA or end the violation within the time specified;

(2) Immediately terminate the Agreement and this BAA if the party in breach has breached a material term of this BAA and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this BAA are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this BAA, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this BAA to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI. Notwithstanding the foregoing, the CONTRACTOR will be entitled to retain archival electronic copies of PHI made during the routine back up of its information technology systems, and copies of PHI 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.

## **7. MISCELLANEOUS.**

(a) Regulatory References. A reference in this BAA to a section in Part 2, the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this BAA or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this BAA from time to time as is necessary for COUNTY to comply with the requirements of Part 2, the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this BAA.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this BAA shall survive the termination of the Agreement and this BAA.

(d) Interpretation; Order of Precedence. Any ambiguity in this BAA or the Agreement shall be resolved to permit COUNTY to comply with Part 2, the Privacy Rule, Security Rule and the HITECH Act. The terms of this BAA amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this BAA and the Agreement are to be harmonized. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control; provided, however, that this BAA shall not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this BAA) and Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this BAA and are the only parties entitled to enforce its terms. Nothing in this BAA gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third

persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this BAA.

(f) Successors and Assigns. The provisions of this BAA and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this BAA, all terms and conditions of the Agreement shall remain in full force and effect.

**8. SIGNATURES.**

By signing this BAA, the parties certify that they have read and understood this BAA, that they agree to be bound by the terms of this BAA and the Agreement, as amended, and that they have the authority to sign this BAA.

**CONTRACTOR:**

DocuSigned by:  
By: Bonaventura Cavaliere  
BDC191FC317A43C...

Title: CFO

Date: January 20, 2026

**COUNTY:**

Signed by:  
By: Kit Johnston  
7FBCE62D60784FA...

Title: Chair, Board of Commissioners

Date: 2/5/2026