

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M64556-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Language Line Services, Inc.

2. The term of this Agreement is:

START DATE

February 6, 2021

THROUGH END DATE

February 5, 2023

3. The maximum amount of this Agreement is:

Two Million Dollars and Zero Cents (\$2,000,000.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Attachment A-1	Specifications	2
Attachment A-2	Certification of Interpreter or Translator	2
+ Attachment A-3	Code of Ethics, Professional Conduct and Confidentiality Statement	3
+ Attachment A-4	Specification and Performance Standards	3
+ Exhibit B	Budget Detail and Payment Provisions	2
+ Attachment B-1	Cost Breakdown	1
+ Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Language Line Services, Inc.

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

X ~~XXXXXXXXXX~~ XXXXXXXX

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

04/01/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Governor's State of Emergency Proclamation,
effective March 4, 2020 (GC Sections 8625-8629)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe telephone-based Multilingual Interpretation Services.

The Employment Development Department (EDD) intends enter into a two-year contract established under the COVID-19 Emergency Contract process to a company that conforms and meets the EDD's requirements.

B. SCOPE AND BACKGROUND

The EDD is responsible for the state programs including but not limited to, unemployment insurance, disability insurance, payroll tax collection, and job training/workforce services. Many of those who receive services are non-English speaking persons. In order to effectively serve those individuals and to comply with state and federal law, the EDD must provide written and oral communication to clients in their primary or chosen language whenever it is not English.

Once informed of the individual's need for language services, the EDD must offer and provide an interpreter. Many EDD employees are certified in languages other than English and are able to provide interpretive services. In cases that an EDD employee is unable to provide interpretive services, the EDD must still ensure that non-English speaking persons have equal access to and participation in available programs.

The EDD seeks to enter in an agreement with a contractor that is able and willing to effectively provide immediate telephone-based interpretation services to non-English speaking persons that receive EDD services. The EDD seeks an organization that can provide the needed services that are cost effective with the most accurate and professional interpreters available.

C. CONTRACTOR QUALIFICATIONS

1. Proof of legal right to do business

- a. Contractor must submit a copy of their license to do business in the State of California, where applicable.
- b. Contractor must certify that they are and will continue to meet all terms and conditions for operating a business in the city/county in which the business is headquartered.
- c. Contractors which are corporations, regardless of where they are incorporated, shall submit a print-out from the California Secretary of State website which shows that their corporation is registered and is currently in good standing.
- d. Contractor shall be regularly and continuously engaged in the business of providing language interpretation and translation services for at least five (5) years.

EXHIBIT A
(Standard Agreement)

- e. Contractor shall have a language proficiency certification, competency testing, or other verification procedure in place to verify competency as a condition of employment as an interpreter.
- f. Contractor shall possess all permits, licenses and professional credentials necessary to supply product and perform services.

D. LANGUAGES:

1. Requirements

- a. Contractor shall have a language proficiency certification procedure in place to verify competency as a condition of employment as an interpreter.
- b. The EDD shall have immediate and short notice access to an interpreter.
- c. Contractor shall be able to provide interpreters that can translate all languages/dialects listed below (at a minimum):

(see next page for complete list)

EXHIBIT A
(Standard Agreement)

AFGHANI (DARI)	FUJIAN	KURDISH SORANI	SERBIAN
AFRIKAANS	FUKIENESE	KYRGYZ	SERBO-CROATIAN
AKAN	FULANI	LAO	SHANGHAINESE
ALBANIAN(GHEG,TOSK)	FUZHOU	LATVIAN	SHONA
ALGERIAN	GA	LETA	SICILIAN
AMHARIC	GARRE	LINGALA	SINHALA
AMOY	GEORGIAN	LITHUANIAN	SINHALESE
ASANTE	GREEK	LUGANDA	SLOVAK
AZERBAIDJANI (AZERI)	HAITIAN CREOLE	LUHYA	SLOVENIAN
BADINI	HAKHA-CHIN	LUO	SOMALI
BAHASA	HAKKA	MACEDONIAN	SONINKE
BAJUNI	HASSANIYA	MAI MAI	SOSO
BAMANANKAN	HAUSA	MALAY	SUDANESE
BAMBARA	HEBREW	MALINKE	SWAHILI
BANGLA	HINDKO	MAM	SWEDISH
BASQUE	HUNAN	MANDARIN	SYLHETI
BELARUSIAN	HUNGARIAN	MANDINGO	SYRIAC
BENGALI	IBO	MANDINKA	TACHEW
BERBER	IGBO	MARSHALLESE	TAJIK
BOSNIAN	ILOCANO	MINA	TEDIM
BRAVANESE	ILONGGO	MINANGKABAU	TELUGU
BULGARIAN	ILONGOT	MIRPURI	TETUM
BURMESE	JARAI	MIXTECO ALTO	THAI
CANADIAN FRENCH	JAVANESE	MIXTECO BAJO	TIBETAN
CAPE VERDIAN	JULA	MOLDOVIAN	TIGRE
CASTILIAN	KACHIN	MONTENEGRO	TIGRINYA
CATALÁN	KANJOBAL	NAVAJO	TOHONO O'ODHAM
CHALDEAN	KANNADA	NEPALI	TWI
CHIN	KAQCHIKEL	NORWEGIAN	UYGHUR
CHUUKESSE	KAREN	NUER	UZBEK
CROATIAN	KARENNI	ORIYA	VISAYAN
CZECH	KAZAKH	OROMO	WALLOON
DANISH	KHMER (CAMBODIAN)	PATOIS	WENZHOUS (CHINESE)
DINKA	KIKONGO	PERSIAN (FARSI)	WOLOF/OUOLOFF
DIOULA	KIKUYU	PIDGIN	YIDDISH
DUTCH	KINYARWANDA	POLISH	YUPIK
DYULA	KIRGIZ	PORT. CREOLE	
ESTONIAN	KIRUNDI	PULAAR	
EWE	KISWAHILI	PUNJABI	
FALAM	KRIO (SIERRA LEONE)	PUTIAN	
FANTE	KURDISH	QUECHUA	
FINNISH	KURDISH BADINI	QUICHE	
FLEMISH	KURDISH KURMANJI	SARIKOLI	

ATTACHMENT A-1
(Standard Agreement)

SPECIFICATIONS

A. Definition of Services

Interpreters must grasp ideas spoken and heard only once. They must be able to express these ideas in the other language instantly, accurately, and completely; in appropriate style; and with the intent of the original speaker. There are two types of interpretation to be performed -- "simultaneous" and "consecutive".

In "simultaneous" interpretation, the Interpreter interprets information at the same time it is spoken. There is a few seconds' delay between the spoken word and the interpretation, but for all practical purposes, the interpretation is provided simultaneously with the original speaker. This type of interpretation is typically performed in situations such as conferences and hearings, and is the type of translation commonly utilized by Sign Language interpreters.

The second type is "consecutive" interpretation in which the Interpreter listens to spoken statements of varying length in one language, and at the conclusion of the statement, translates it orally into another language. This type of interpretation requires the Interpreter to take in the information, mentally retain it, and accurately transfer it into another language from which it was spoken.

Interpretation requires the Interpreter to have immediate recall, and make split second decisions about words and concepts with sole responsibility for them. This type of interpretation is utilized for telephone-based interpretation services and in-person contacts with Limited-English Proficient (LEP) persons.

B. Qualified Interpreters and Translators

Interpreters and translators utilized to perform any services under this Agreement must be deemed qualified for the services to be performed. The services must be identified by type, competency level of the interpreter or translator to perform the work, and identify any subject-matter expertise required. Only qualified interpreters and translators shall be utilized. The qualifications of the translator or interpreter are to be determined by the EDD taking into consideration any applicable legal requirements.

Interpreters utilized in legal/court, administrative and medical hearings or proceedings may be subject to Government Code (GC) § 11435 and 68560 - 68566.

Except as stated in law, the Contractor must ensure that all interpreters and translators meet the required minimum qualifications. The EDD will request the Contractor to submit a Certification of Interpreter or Translator (Attachment A-2) to substantiate the qualifications of interpreters and/or translators to perform services.

ATTACHMENT A-1
(Standard Agreement)

In addition to the required qualifications, interpreters and translators must demonstrate accuracy, fluency, subject-matter knowledge, and a wide breadth of language knowledge in both of the language pairs. The level of competency in the language pairs required by interpreters and translators must include an understanding of:

- (1) The phenomenon that may exist in one language, but there may be no word-for-word equivalent for it in the other language. This includes the ability to transfer the information in a manner that ensures the spirit and intent is retained.
- (2) Cultural differences that make ideas easily expressed in one language may make it difficult to understand in the other language. This requires the ability to determine if the cultural flavor of a message should be retained or if it should be delivered in the cultural setting of the intended audience.

C. Required Forms and Certifications

a. Certification of Interpreter or Translator (Attachment A-2)

The EDD will request the Contractor to provide a signed copy of a Certification of Interpreter or Translator. This is written documentation to certify that contractor only utilizes qualified interpreters and translators to perform services. If the Contractor has already provided the information and no changes have occurred, a copy of the previous certification can be attached.

b. Code of Ethics, Professional Conduct and Confidentiality Statement (Attachment A-3)

The EDD will request the Contractor to provide a signed copy of the Code of Ethics, Professional Conduct and Confidentiality Statement. This is written documentation to certify that contractor ensures its interpreters and/or translators agree to uphold specified ethical standards and conduct, and exercise an acceptable measure of discretion in maintaining confidentiality. If the Contractor has already provided this information, a copy of the previous statement can be attached.

An interpreter or translator may be required to sign a Code of Ethics, Professional Conduct, and Confidentiality Statement for specific work to be performed under this contract. The EDD will inform the Contractor of the requirements for any specialized statements, when applicable.

c. Specification and Performance Standards (Attachment A-4)

The EDD will include Specification and Performance Standards for all purchase orders. This is a written requirement that provides a concise and accurate description of the services to be provided. The specification includes specific performance standards that must be met to ensure the quality and accuracy of the product and services performed under the purchase order.

Certification of Interpreter or Translator

All interpreters and translators utilized to perform services under the contract must meet one of the three following minimum qualifications for the applicable language or service to be performed:

Minimum Qualifications I

1. All interpreters and translators, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the industry; and
2. All interpreters or translators, as applicable, possess a valid certification (expiration date has not elapsed) that specifies the language(s) and is appropriate to the service(s) to be performed (interpretation and/or translation); and
3. The certification resulted from a competency test to measure the Interpreter and/or Translator's level of skill, in the applicable language(s).

Documentation that certifies the Interpreter has engaged in continuous education training and has two years experience working for the state, local or federal government as a contracted interpreter to ensure accuracy of interpreting using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness.

Or,

Minimum Qualifications II

4. When required by law, all interpreters and translators, as applicable, possess the required qualifications as stated in the statutes pertaining to the service. All interpreters utilized in legal/court proceedings, state administrative and medical hearings must possess valid (expiration date has not elapsed) certification issued by the Cooperative Personnel Services.

Certification standards set forth by the Cooperative Personnel Services which include the ability to meet minimum performance standards in consecutive and simultaneous interpretation plus the ability to perform sight translations of written and knowledge of correct usage of legal terminology.

Or,

Minimum Qualifications III

5. In instances where the Contractor self-certifies/tests its interpreters and/or translators, the Contractor must substantiate the following information:

Interpreters:

For all interpreters, the Contractor certifies:

- A. Information is maintained that specifies how the Interpreter's language fluency was verified/tested; and
- B. The date interpreter's fluency was verified/tested is maintained on file; and
- C. Documentation to identify the language(s) the Interpreter is qualified to provide interpreter services; and
- D. Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical or scientific) and the score or rating assigned to identify the Interpreter's level of fluency; and

**ATTACHMENT A-2
(Standard Agreement)**EDD Agreement M64556-7100
EDD/Language Line Services, Inc.
Page 2 of 2**Certification of Interpreter or Translator**

- E. Documentation that certifies the Interpreter has a minimum of three years of professional experience that includes contracting with state, local, or federal government entities, submits proof of attending ethic workshops and proof of adequate continuing education that includes training, and professional experience up to 30 hours a year performing interpreter services in the applicable language. Two of the three years' experience must have been acquired within the last two years.
- F. Documentation that certifies the Interpreter has engaged in continuous education training and has two years experience working for the state, local or federal government as a contracted interpreter to ensure accuracy of interpreting using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, code of ethics, and cultural awareness.

Translators:

For all translators, the Contractor certifies:

- A. Information is maintained to verify translator's knowledge of the written language equivalent to that of a university-educated native speaker (baccalaureate level), or continuous education training and two years experience working for the state, local or federal government as a contracted translator to ensure accuracy of translations using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness; and
- B. Information is maintained that specifies how the Translator's language fluency is verified/tested; and
- C. The date translator's fluency was verified/tested is maintained on file; and
- D. Documentation to identify the non-English language the Translator is qualified to provide translation services; and
- E. Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical or scientific) and the score or rating assigned to identify the Translators' level of fluency; and
- F. Documentation that certifies translators have a minimum of four years of professional experience satisfactorily performing translator services in the applicable language. Two of the four years' experience must have been acquired within the last two years.

I, the undersigned, do hereby certify that all interpreters and/or translators, as applicable, to be utilized to perform services under this agreement, meet the above minimum qualifications. Additionally, that the undersigned agrees to maintain all required documentation stated in this certification and provide to the EDD upon request.

Signed By:



Title

March 25, 2021

Date

Code of Ethics, Professional Conduct and Confidentiality Statement

All interpreters and translators utilized by contractor to perform services under this Agreement must sign and agree to uphold the following standards, prior to commencement of any services:

Ethics:

1. **Cultural sensitivity & courtesy:** Interpreters and translators shall be culturally competent, sensitive and respectful of the individual(s) they serve.
2. **Impartiality:** Interpreter and translators shall maintain impartiality and shall not counsel, advise or project their own personal biases or beliefs. The Interpreter shall avoid distorting the message in favor of one party or the other.
3. **Non-discrimination:** Interpreters and translators shall always be neutral, impartial and unbiased. Interpreters/translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status or religious, political or sexual orientation.
4. **Conflict of interest:** Interpreters and translators shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of services. Providing interpretation or translation services for family members or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.
5. **Withdrawal:** Interpreters and translators, who are unable to ethically perform in a given situation, shall refuse or withdraw from the assignment without threat or retaliation.

Professional Conduct:

1. **Professional integrity:** Interpreters and translators shall demonstrate professionalism and personal integrity, including:
 - If the Interpreter or Translator believes he or she may have interpreted/translated inaccurately or incompletely, he or she will make this known and, if possible, provide a corrected interpretation/translation.
 - If the Interpreter or Translator believes he or she is so impacted by the content to be interpreted/translated, that he or she becomes unable to interpret/translate accurately and completely, he or she shall inform the parties of their intent to withdraw without threat or retaliation.
2. **Accuracy:** Interpreters and translators shall render the message faithfully, conveying the content, spirit and cultural context of the original message. This means the Interpreter or Translator shall interpret everything the speaker or document says without changing the meaning, conveying what is said and how it is said, without additions, omissions or alterations, but with due consideration of the cultural context of both the sender and the receiver of the message.
3. **Role boundaries:** Interpreters and translators shall maintain the boundaries of their professional role, refraining from personal involvement. This does not mean that an interpreter cannot be friendly or develop a rapport with the person speaking, but does not represent personal involvement in their interpretation.

Code of Ethics, Professional Conduct and Confidentiality Statement

4. **Self-evaluation:** Interpreters and translators shall accurately and completely represent their certifications, education, training and experience.
5. **Personal demeanor:** Interpreters and translators shall be punctual, prepared and dressed in an appropriate manner and not distracting from the situation.
6. **Inability to perform:** Interpreters and translators shall assess, at all times, their ability to interpret/translate. Should interpreters or translators have any reservations about their competency to perform in any given situation, they must immediately notify the parties and offer to withdraw without threat or retaliation.
7. **Professional development and training:** Interpreters and translators shall make a reasonable effort to acquire ongoing development of their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.
8. **Cultural competency:** Interpreters and translators shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters and translators will strive to bridge the cultural differences between all participating parties, by seeking to minimize, and avoid potential misunderstandings based upon stereotyping and/or differing cultural practices, beliefs, or expectations. When clashing cultural beliefs or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the Interpreter or Translator may assist by sharing cultural information or helping develop an explanation that can be understood by all.
9. **Cancellation or withdrawal by client.** If client cancels or withdraws any portion of the assignment, the client shall pay the Translator the portion of the fee established by the contract.
10. **Client's review of translation.** Upon receipt of the translation from the Translator, client shall promptly review it, and with 30 days after receipt, shall notify the Translator of any requested corrections or changes. The Translator shall correct, at no cost to the Client, any errors made by the Translator.

Confidentiality:

1. Interpreters and translators shall not divulge any information learned in the performance of professional duties. This includes any documents or other written materials.
2. Confidentiality is to be maintained in all situations, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a persons threatening harm to him-self or her-self or others, or where the Interpreter/Translator determines to the best of their ability, that non-disclosure may result in harm.
3. Disclosure: Interpreters and translators shall not publicly discuss report, or offer an opinion concerning matters in which they are or have been engaged, even when the information is not privileged by law to be confidential.

**ATTACHMENT A-3
(Standard Agreement)**EDD Agreement M64556-7100
EDD/Language Line Services, Inc.
Page 3 of 3**Code of Ethics, Professional Conduct and Confidentiality Statement****Compliance:**

Violations of the above standards may result in disqualification of an interpreter or translator and termination of the contract. The Contractor must maintain a copy of a signed Code of Ethics, Professional Conduct and Confidentiality Statement for every interpreter and/or translator performing services under this contract. The Contractor must provide a copy of the signed statement upon request by the EDD.

I, the undersigned, do hereby certify that all interpreters and/or translators, as applicable, to be utilized to perform services under this agreement, have signed a Code of Ethics, Professional Conduct and Confidentiality statement that, at a minimum, contains the above information.

Signed By:



March 25, 2021

Date



Title

Specification and Performance Standards

This document is to be completed by the EDD, and signed by the Contractor, to provide a concise and accurate description of the services to be performed and establish the acceptable level of performance and accuracy of products and services.

1. **Description of Services:** The Contractor shall provide qualified and experienced language professionals with relevant specialist knowledge in the required field of expertise, as applicable, in performance of the services requested.

A. Type of Service :

- | | |
|--|---|
| <input checked="" type="checkbox"/> Telephone-based Interpretation | <input type="checkbox"/> On-site/In-person Interpretation |
| <input type="checkbox"/> Translation | <input type="checkbox"/> Legal/Court, Medical or Administrative |
| <input type="checkbox"/> Other (Specify): | Hearing or Proceeding |

- B. Language pair(s) of the services to be performed (e.g., English to Spanish) and specify the dialect and region (e.g., Traditional Chinese):

Languages specified in Exhibit A, Scope of Work, must all be interpreted into English and vice versa.

- C. Description of the services or product. Include a complete and accurate description of the work.

Interpreter Services: The Contractor shall provide support services to state agencies by providing oral multilingual interpretation (simultaneous and/or consecutive) services in a variety of settings involving spoken communications from one source language to the target language, as identified above. Scope of work to be performed is described below:

See RFO Exhibit A, Scope of Work

Translator Services: The Contractor shall provide written translations of source texts in one language into another language, as identified above, with the meaning and intent of the original text (Translation). Services shall include translation of documentation by technically qualified and experienced translators at the level of competency required. The scope of work to be performed is described below:

N/A

Specification and Performance Standards

- D. Level of Competency Required. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary, to participate effectively in most formal and informal conversations on practical, social and professional topics to the maximum proficiency level with specific subject-matter or technical level competency, as specified below:

- ☒ Average Competency - General topics - Average degree of specialized subject-matter expertise or terminology required
☐ Above-average Competency - Above average degree of subject-matter expertise or terminology required
☐ Expert Competency - High degree of subject-matter expertise or terminology required
☐ Other (Specify): _____

- E. Description of subject-matter knowledge or terminology required:

See Exhibit A, Scope of Work

- F. Date of Services, including expected date of delivery of product, as applicable:

Services to be provided on an "as-needed" basis, for a 24-month term beginning February 6, 2021.

- G. Method of Delivery, including description of location of services (date, time, place), as applicable. The Contractor may be required to confirm availability and acceptance of specified tasks for scheduling purposes:

Interpreter services to be provided via telephone.

- H. Format of deliver for translations (e.g., 3.5 floppy disc in .pdf format), including the number of copies, as applicable. The Contractor agrees to consult with the EDD for product assessment, glossary development, final production layout and output, in the required media output, as follows:

N/A

- I. Other requirements (Specify):

N/A

2. **Quality and accuracy of product and services:** The Contractor is responsible for ensuring the quality and accuracy of its product and services are maintained, including making any requested corrections or changes, at no cost to the EDD. The EDD is responsible for informing the Contractor of all errors, omissions or other required changes within 30 days of delivery of product. The Contractor agrees to: (Check all that apply.)

**ATTACHMENT A-4
(Standard Agreement)**EDD Agreement M64556-7100
EDD/Language Line Services, Inc.
Page 3 of 3**Specification and Performance Standards**

- ☐ Proof-read all translations for typos and formatting mistakes.
 - ☐ Review translation for accuracy, including ensuring the same style and comprehension level of original document is maintained, unless otherwise specified in the scope of work.
 - ☐ Review translations for errors in choice of words and phrases, syntax, and grammar.
 - ☒ Monitor interpreters' performance to assure accuracy and quality of delivery of service.
 - ☐ Other (Specify): _____
- _____
- _____

- 3. Fees for products and services:** The fees charged for the product and services contained in the specification and performance standards shall be in conformance with the maximums contained in the contract. Identify the product and/or service and fee for each line item of work, including applicable rate (e.g., Translate 2 page document at \$100.00 per page or perform telephone interpretations at \$2.00 per minute):

Fees are to be in accordance with Attachment B-2, Cost Breakdown.

- 4. Revisions to Specification and Performance Standards:** All revisions to the signed specification and performance standards must be made, in writing, and attached to the original documentation. All revisions must comply with any requirements contained in the contract.

Any revisions to the signed specification and performance standards must be submitted to:

Employment Development Department



Language Line Services, Inc.



I, the undersigned, have reviewed this specification and performance standards document and agree to perform the described work herein.

Signed By:



Title

March 25, 2021

Date

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

The EDD agrees to reimburse the contractor for "as needed" interpreter services, in accordance with the rates laid out in Attachment B-1, Cost Breakdown. The total amount of the Agreement shall not exceed **Two Million Dollars and No Cents (\$2,000,000.00)**.

Upon satisfactory completion of the work to be performed, an invoice, in triplicate, in arrears will be forwarded to the address shown below, for processing:

**Employment Development Department
Equal Employment Opportunity Office**



The invoice must reference the following:

- The EDD Contract Number **M64556-7100**
- Identifies services provided
- Accurate billing address as stated on the purchase order or contract
- Supplier invoice date
- Company name and remittance address

B. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

EXHIBIT B
(Standard Agreement)

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

C. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

ATTACHMENT B-1
(Standard Agreement)

COST BREAKDOWN

1. **PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
2. **ENROLLMENT AND SETUP PACKAGES**
 - One time setup charge per Customer\$275.00(waived)
 - Fee for each subsequent Client Identification Number with corresponding statement.....\$125.00(WAIVED)
3. **CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number\$100.00(waived)
4. **PLATFORM ACCESS CHARGE.** Platform access per call\$0.25(waived)
5. **LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) \$5.00
6. **PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply.\$1.75(waived)
7. **FINANCE CHARGE.** Finance charges are applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.
8. **FCC SURCHARGE AND FEES.** Fees that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
9. **OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
 - Customized reference and support materials development (per hour) (Standard training material no charge). \$179.00
 - Training/awareness assistance (on site per day/per trainer plus travel costs) \$500.00
10. **OPTIONAL CUSTOMIZED REPORT CONFIGURATION (WE OFFER MYLLS ONLINE REPORTING FOR NO CHARGE)**
 - Report setup (per hour) \$250.00
 - Report maintenance (monthly)..... \$30.00
11. **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME (DO NOT SCHEDULE – YOU DO NOT NEED TO)**
 - Applied per appointment..... \$100.00
 - Cancellation per appointment will be charge \$200 for any missed appointment \$200.00

Per Minute Usage Fees for LanguageLine Phone Interpreting and InSight Audio Interpreting

Tiers	Languages	Per Minute Charge
1	Spanish	\$0.69
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.69
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.69
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.69

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

2. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: acts of war (e.g., riots and strikes) and acts of God (e.g., earthquakes, floods, and other natural disasters) such that performance is impossible.

3. Workforce Innovation and Opportunity Act (WIOA)

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37 and 38.

4. Termination

This Agreement may be terminated by EDD by giving written notice to the Contractor 30 days prior to the effective date of such termination.

5. Lobbying Restrictions

The Contractor hereby assures and certifies to the lobbying restrictions set forth in 29 CFR, Part 93.

6. Promoting/Deterring Union Organizing

Contractor agrees to comply with the provisions of Government Code § 16645 et. seq., which prohibits using State funds to reimburse a State contractor for any costs to assist, promote or deter union organizing.