

Requisition

Supplier: LANGUAGE WORLD SERVICES 0000037102
 2860 GOLD TAILINGS CT
 RANCHO CORDOVA CA 95670
 United States

Phone: (916) 333-5247 **Fax:** (916) 487-7088
email: INFO@LANGUAGEWORLD.COM

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Business Unit: GENFD OPEN	
Req ID: Date Page	
0001044142 07/01/2023 1	
Requisition Name: FY24 LANGUAGE WORLD SERVICES	
Requester Bldg#	
Molly Senecal STUSVC	
Requester Signature	
Buyer: Brenda Haney	
Approved:	
Entered By: KRAVCHUA 27-JUN-2023	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	LANGUAGE WORLD SERVICES OFFERS THE FOLLOWING SERVICES: PRE-SCHEDULED INTERPRETING ON-DEMAND REMOTE INTERPRETING TRANSLATIONS 02/13/2023 - 02/13/2026	1	EA	15,000.00	15,000.00	

15,000.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 15,000.00

LANGUAGE WORLD SERVICES INC - NEW ADDRESS
 2860 GOLD TAILINGS CT. RANCHO CORDOVA, CA 95670
 TEL 916.333.5247
 WWW.LANGUAGEWORLD.COM

NOTE: ANTICIPATE USING UP TO \$15,000 IN SERVICES FOR THIS FISCAL YEAR

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VS.SEAP	63900	00000	570B	15,000.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SEAP
 Project Grant: 570B
 Program Director: Kellie Butler
 Program Goal: Student Equity and Access

Approval Signature	Approval Signature	Approval Signature
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**LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT**

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No. _____ Attachment to Purchase Order No. _____

This Agreement entered this _____ day of _____ by and between the Los Rios Community College District (District) and (CONTRACTOR), _____ CONTRACTOR No. _____ Social Security No. _____

Business Name (if different) _____ FIN No. _____

Check One: Sole Proprietorship _____ Partnership _____ Corporation _____ **Check One:** U.S. Citizen _____ Resident Alien _____ Non-resident Alien _____

Telephone No. _____ (SSN or FIN No. must be provided for payment)

Address _____ City and State Zip _____

Are you now or have you been an employee of the District? Yes _____ No _____. If yes, Date _____ Location _____

Are you related to an employee of the District? Yes _____ No _____. If yes, who _____

GENERAL CONDITIONS:

1. Scope of Work. CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) _____ to (date) _____. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ _____, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are: _____ Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

3. Termination. The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

4. Integration, Amendments. This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: _____. All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

5. Independent CONTRACTOR not Agent.

- a. CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
- b. CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
- c. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
- d. Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
- e. Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
- f. Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- g. Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.
- h. CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) _____

Signature of CONTRACTOR _____ Date _____ Requisition # _____

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator

- 6. Licenses, Permits.** CONTRACTOR represents and warrants to the DISTRICT that CONTRACTOR has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under this Agreement.
- 7. Disqualified Employees.** CONTRACTOR shall ensure that persons who perform services on DISTRICT or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. CONTRACTOR shall remove any persons immediately upon receiving notice from DISTRICT of the desire of the DISTRICT for the removal of such person(s).
- 8. Indemnification:** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its inspectors, project managers, trustees, officers, agents, employees, affiliates, consultants, subconsultants, volunteers and representatives, and each of them, of and from any and all liabilities, claims demands, suits, causes of action, damages, penalties, infringements of patent rights, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, property damage, or personal injuries to or death of persons, in law or in equity, of every kind and nature whatsoever, arising out of, alleged to have arisen out of, or relating in any way to any negligent act or omission (including professional negligence, errors and omissions), recklessness or willful misconduct, on the part of CONTRACTOR, or any person or entity for whom CONTRACTOR is responsible, in connection with the work to be performed under this Agreement. CONTRACTOR's obligations hereunder shall not include claims which arise as the result of the active negligence of the DISTRICT, or the sole negligence or willful misconduct of the DISTRICT, its agents, servants or others directly responsible to the DISTRICT, or for defects in design furnished by such persons, other than CONTRACTOR and its agents, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR. It is intended that this Article shall comply with California Civil Code § 2782, et seq.
- 9. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall, at its own expense, maintain in full force insurance as set forth: Commercial General Liability, Auto Liability, Worker's Compensation, and Professional Liability (if a licensed professional). Policy limits for Commercial General Liability shall be \$1,000,000 combined single limit (per occurrence) AND A \$1,000,000, \$2,000,000 or \$3,000,000 AGGREGATE as prescribed by the DISTRICT for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. The DISTRICT shall be named as an additional insured on CONTRACTOR's policies. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONTRACTOR's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONTRACTOR shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section.
- 10. Equal Employment Opportunity.** CONTRACTOR agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status; or citizenship.
- 11. Compliance with Laws; Attorneys Fees; Successors.** CONTRACTOR shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq. relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.
- 12. Assignment Prohibited.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 13. General Safety Orders.** All materials, supplies and services sold to DISTRICT shall conform to the general safety orders of the State of California. Except as otherwise provided in this Agreement, all materials must be new and of the best quality of their respective kinds.
- 14. Time.** Time is of the essence in this Agreement.
- 15. Public Works Projects.** CONTRACTOR must comply with all statutes, regulations, laws, and ordinances applicable to, and governing, California public works projects including, without limitation, all applicable provisions of the Public Contract Code, Labor Code and all requirements regarding the payment of prevailing wages.
- 16. Costs.** Except as otherwise provided for in this Agreement, the DISTRICT shall not reimburse CONTRACTOR for any business expenses, surcharges, or other costs.
- 17. Work Authorization.** Prior to DISTRICT's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. department; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. The DISTRICT shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 18. Warranty.** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement shall conform to the requirements set forth or incorporated into this Agreement and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement will be fit and sufficient for the particular purposes intended by DISTRICT. Unless agreed upon otherwise between DISTRICT and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by the DISTRICT; or (c) any warranty period provided under any applicable California law. CONTRACTOR represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, DISTRICT will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
- 19. Waiver.** CONTRACTOR agrees that a waiver by DISTRICT of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONTRACTOR and/or the failure of the DISTRICT to object to any aspect of the work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.
- 20. CERTIFICATION.** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.



LANGUAGE SERVICES AGREEMENT

This LANGUAGE SERVICES AGREEMENT (“Agreement”) is entered into by and between Language World Services, Inc, a California Corporation, located at 2860 Gold Tailings Court, Rancho Cordova, California 95670 (hereinafter referred to as “LWS”), and **Folsom Lake College**, located at **10 College Parkway, Folsom, California 95630**, (hereinafter referred to as “Client”). In consideration of their mutual agreements described herein agree as follows:

RECITALS

WHEREAS, LWS is engaged in the business of providing hospitals, outpatient clinics, medical offices and other medical service providers, health plans, government, for-profit businesses, not-for-profit institutions, and other businesses with foreign language – English interpreting and translation services;

WHEREAS, Client desires to engage LWS to provide interpreting and translation services to its Limited English Proficient (“LEP”) service recipients and its service providers;

WHEREAS, LWS and Client desire to contract with each other for the provision of these services;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be bound hereby, the parties agree as follows:

ARTICLE 1. RELATIONSHIP

- 1.01 Independent Contractor: LWS shall be an independent contractor with respect to Client. Nothing contained in the Agreement is intended to create, nor shall it be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of the Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth, to create a relationship of agency, representation, joint venture, or employment between the parties.
- 1.02 Services: All Services provided by LWS under this contract shall be personnel chosen by LWS based on qualifications, skill, and difficulty of assignment as well as scheduling availability.
- a. Client may make request to LWS for specific personnel for specific assignments under this Agreement, however, while LWS will make best efforts to satisfy such requests, LWS cannot, and does not, guarantee that such requests can or will be filled;
 - b. Client understands that personnel assigned by LWS to perform services under this Agreement are not employees of Client;
 - c. Client understands that all requests for services under this Agreement are to be made to and through LWS and not directly to or from personnel.
 - d. In accordance with the preceding paragraph, Client understands that any attempt or request to contact LWS personnel that circumvents LWS scheduling protocols for the purposes of performing interpreting services or any other associated services, shall be deemed a material breach of this Agreement.
 - e. In accordance with paragraph 1.02d above, contact information including but not limited to phone numbers, addresses, and email addresses of individual interpreters and translators, are



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the proprietary information of LWS and will not be shared or provided to Client. Any attempt to receive and/or solicit this personal contact information of LWS personnel shall be deemed a material breach of this Agreement.

- 1.03 Other Conditions / Policies: In order to provide excellent, reliable interpreting and translation services, all service requests must be communicated directly either by telephone or by other electronic means to LWS. For Pre-scheduled services, receipt of an "Appointment ID Number" generated by our database serves as the official receipt of the request.

ARTICLE 2. SERVICES, FEES AND INVOICING

2.01 LWS offers to provide the following services to Client at the fees listed:

A. Pre-scheduled Interpreting

- 1). Pre-scheduled Interpreting 24/7/365
 - a). Client on-site.....\$85/hour (2-hour min then ¼ hr)
 - b). Client video conference link.....\$85/hour (2-hour min then ¼ hr)
 - i). ASL (via Client video conference link only).....\$150/hour (2-hour min then ¼ hr)
 - ii). ASL Legal or Certified Deaf Interpreter ('CDI').....\$300/hour (2-hour min then ¼ hr)
 - c). Client phone number.....\$85/hour (1-hour min then 1 hr)
- 2). Emergency Premium (scheduled without 24-hour notice).....+\$8/hour
- 3). Cancellations without 24-hour notice.....\$50/event
- 4). Pre-scheduled Interpreter direct telephone call to LEP individual for appointment confirmation, basic instructions as directed by provider.....\$25/call
- 5). Additional Details:
 - a). **Billing Policy:** LWS bills listed minimum hour(s) and increments thereafter.
 - b). **Mileage/Parking/Tolls:** Mileage over thirty (30) miles will be reimbursed at the IRS current published rate. Parking/Tolls reimbursable as incurred.
 - c). **No Shows:** Appointments not cancelled *prior* to the start time are considered 'No Shows' and will be billed in full at applicable rate.
 - d). **Multiple LEP Recipients:** For Client site classes, group therapies and meetings, LWS will provide simultaneous services with equipment for up to three (3) LEP recipients at the rates listed above.



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B. On-Demand Remote Interpreting

1). On-Demand Interpreting (no pre-scheduling)

a). OPI (*Over Phone Interpreting*).....\$1.30/minute (2-minute minimum)

b). VRI (*Video Remote Interpreting*).....\$1.30/minute (2-minute minimum)

c). Additional Details:

i). Conference Calls (3-plus party calls) are charged additional \$2 flat fee per call

ii). ASL calls (VRI Only) will be charged at \$2.20/minute

iii). ASL calls placed with Legal service type and (Certified Deaf Interpreter) CDI calls will be charged at \$4.50/minute.

C. Translations

1). Each document translation project is estimated individually using the pricing below. Actual pricing may be less due to memory capture and/or word repetition discounts.

a.) Spanish (*includes proofreading*).....\$0.23/word

b.) All Other Languages (*includes proofreading*)\$0.25/word

c.) Formatting/Proofing\$75/hour

d.) Rush Rates.....20% markup

e.) Project Minimum.....\$155/language

2). Additional Details:

a.) *LWS reserves the right to adjust quoted pricing and/or delivery date estimates upon receipt and evaluation of final source materials to be translated. LWS shall advise Client of any additional charges or change in delivery date prior to commencement of work.*

b.) **Terminology**

Unless the Client provides an approved glossary of terms for a given project, LWS shall translate specialized terms by their usual and conventional meanings, and otherwise make decisions based on LWS' standard production procedures. All source materials shall be legible and delivered to LWS in a timely manner and in specified formats. LWS shall not be responsible for any delay in delivery due to failure to deliver any source materials in a timely manner or proper format.

c.) **Client Representations and Warranties of Source Materials**

Client represents and warrants (i) that it owns or is licensee of the source materials and all components thereof, and (ii) that translation of the source material and publication, distribution, sale or other use of the deliverable shall not infringe upon any copyright, trademark, patent, or other right of any third party.



d.) **Corrections**

Client agrees that LWS shall have no obligation regarding errors in translations unless LWS receives written notification of the error(s) within three (3) business days following delivery of the deliverable to Client. LWS' sole obligation with respect to errors shall be the obligation to correct the deliverable.

LWS shall correct the following errors at no cost to Client: Outright mistranslation, omission, typo, grammatical mistake, non-adherence to an approved glossary.

- 2.02 Upon each anniversary of the effective date, the then current rates shall be adjusted by an increase of three (3) percent.
- 2.03 Invoicing: Pre-Scheduled, On-Demand and Translations services are invoiced separately as performed and no less frequent than monthly.

LWS INVOICES ARE DUE NET 30 DAYS FROM THE DATE OF THE INVOICE. A LATE PAYMENT CHARGE OF 1.5% OF THE BALANCE, CALCULATED MONTHLY, WILL BE CHARGED IF A CLIENT PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF THE DATE OF THE INVOICE. A CHARGE OF 1.5% PER MONTH, CALCULATED MONTHLY, WILL BE CHARGED TO THE TOTAL UNPAID BALANCE REMAINING IN THE CLIENT ACCOUNT. ANY ACTION TO COLLECT ANY SUMS DUE UNDER THIS AGREEMENT MAY BE BROUGHT IN SACRAMENTO COUNTY, CALIFORNIA, AND THE PARTIES CONSENT TO JURISDICTION AND VENUE IN SUCH COUNTY.

ARTICLE 3. INSURANCE AND INDEMNIFICATION

- 3.01 LWS agrees that it shall be responsible for all insurance coverage associated with interpreter assignments to Client. Such responsibility for insurance coverage shall include workers compensation, employment practices liability, commercial general liability, health, disability, life, and any other insurance associated with the assignment of an interpreter. In addition, Client represents that it shall procure and maintain insurance on all of its' operations. Upon request by either party, the requested party shall furnish copies of certificates of insurance evidencing coverage for itself. The parties shall comply with all applicable laws associated with insurance and indemnification in fulfilling this obligation.
- 3.02. Each party agrees to promptly and fully release, defend, indemnify and hold harmless the other, its officers, agents, directors, employees, and representatives against all third-party damages, losses, claims, liabilities, demands, and judgments (including attorneys' fees and expenses incurred) made or recovered against them which are associated with or arise from the acts or omissions of the other party. In particular, the Client agrees to promptly and fully release, defend, indemnify and hold harmless LWS, its officers, agents, directors, employees and representatives against any and all claims arising out of the acts or omissions of Client's officers, agents, directors, employees and representatives. Likewise, LWS agrees to promptly and fully release, defend, indemnify and hold harmless Client, its officers, agents, directors, employees and representatives against any and all claims arising out of LWS's employment relationship with interpreters.
- 3.03 In the event either party becomes aware of any act or failure to act that may support a claim for liability or indemnification under this Agreement, that party shall provide the other with prompt written notice upon its initial receipt of information that could reasonably support such claim.



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- 3.04 Each party shall provide the other with prompt and reasonable notice of any investigation it commences or becomes aware of, which the noticing party or any third-party conducts that involves any LWS interpreter or employee assigned to Client.
- 3.05 It is expressly understood that nothing in this Agreement shall be construed to mean that LWS assumes liability on account of actions or omissions of Client, except those arising out of or relating to the performance of, or failure to perform, services and obligations under this Agreement.

ARTICLE 4. TERM AND TERMINATION

- 4.01 This Agreement shall commence on the most recent effective date of signature of this Agreement and shall continue for a period of three (3) years from the effective date. Thereafter, Agreement will continue on a month-to-month basis, and a ten (10) percent surcharge will be assessed on the most recent rate for services until a renewal agreement has been executed. Upon each anniversary of the effective date, the then current rates shall be adjusted by an increase of three (3) percent.
- a. Either Party may terminate this Agreement for any or no reason upon 30 days advance written notice to the other Party.
 - b. If LWS materially breaches this Agreement or violates any provision of applicable Federal, State or local laws or ordinances, including but not limited to, Health Insurance Portability and Accountability Act (HIPAA), Client may terminate the Agreement immediately.
 - c. If Client materially breaches this Agreement or violates any provision of applicable Federal, State or local laws or ordinances, or fails to provide a safe and satisfactory environment for LWS interpreters assigned to Client, including the proper supervision, control and safeguard of its premises, processes, or systems, LWS may terminate the Agreement immediately.

ARTICLE 5. MISCELLANEOUS PROVISIONS

- 5.01 **Compliance with Laws.** Client shall comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules and regulations thereunder. Client shall further, at its own expense, conform to the equal employment opportunity requirements promulgated by any governmental authority. Client further agrees to provide a safe and satisfactory environment for LWS interpreters assigned to Client including the proper supervision, control and safeguard of its premises, processes, or systems.
- 5.02 **Right to Inspect.** LWS reserves the right to inspect and enter Client's property, including but not limited to Client's policies, procedures, handbooks, and premises, with or without prior notice, at any time when any LWS interpreter is on-site, for the purposes of quality control and security monitoring of services provided.
- 5.03 **Entire Agreement / Amendment.** This Agreement, including any and all exhibits, constitutes the entire understanding and agreement between the parties as to those matters contained in it and supersedes any and all prior or Contemporaneous agreements or understandings, written or oral, pertaining to the subject matter thereof. The parties specifically acknowledge that in entering this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations and agreement, whether written or verbal, are hereby considered null and void. Any changes in or additions to this Agreement shall only be enforceable if expressly recognized in writing and signed by all parties. Any inconsistency between the Agreement and its exhibits will be resolved in favor of the terms contained in this Agreement.



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- 5.04 **Attorneys' Fees.** If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs, including but not limited to, reasonable costs and attorneys' fees, including such fees and costs as may be incurred in enforcing a judgment or order entered in any arbitration or legal action. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of such attorney's fees and costs.
- 5.05 **Severability.** In the event any portion of this Agreement is declared void or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter this Agreement or obligations of the parties, in which case this Agreement may be immediately terminated.
- 5.06 **Waiver.** Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.
- 5.07 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 5.08 **Headings.** The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 5.09 **No Referrals.** Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer clients to any other party.
- 5.10 **Notices.** All written notices to be given in connection with this Agreement shall be sufficient if sent by email (*with confirmation receipt*), facsimile (*together with proof of transmission and provided a hard copy is mailed within one business day*), certified or registered mail, postage prepaid, or national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party.

If to LWS:

Contact Name &/or Title:	Contract Administration
Mailing Address:	2860 Gold Tailings Ct, Rancho Cordova, CA 95670
Email:	info@languageworld.com
Phone:	916.333.5247

If to Client:

Contact Name &/or Title:	Molly Senecal, Dean of Student Success
Mailing Address:	10 College Parkway, Folsom, CA 95630
Email:	senecam@flc.losrios.edu
Phone:	916.608.6688
Billing Contact:	Same As Above
Billing Phone:	
Billing Address & Email:	



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- 5.11 Confidentiality. Both parties shall protect the confidentiality of each other's records and information and, in particular, the information and records of patients receiving medical care and/or treatment from unauthorized disclosure in accordance with state and federal patient confidentiality laws and regulations. Both parties agree that they shall not disclose such confidential information without the prior written consent of the other party. The identity, telephone number, address, skills, qualifications, preferences and work history of LWS Employees and Candidates constitute trade secrets of LWS.
- 5.12 Health Insurance Portability and Accountability Act (HIPAA). LWS understands that in connection with the performance of its services, LWS interpreters may receive, create maintain, use or disclose Protected Health Information ("PHI"), as defined in 45 C.F.R. 164.501. LWS understands and agrees to appropriately safeguard all individually identifiable health information protected under California and federal law PHI and shall comply with the following conditions and covenants:
- a. LWS is permitted to receive, create, maintain, use or disclose PHI in connection with the performance of its services to Client.
 - b. LWS will not use or further disclose PHI other than as permitted under this Agreement or as permitted by law;
 - c. LWS will use appropriate safeguards and comply with its obligations with respect to electronic PHI to prevent use or disclosure of the information other than as permitted by this Agreement;
 - d. LWS agrees to report to Client any use or disclosure of information not permitted by this Agreement of which it becomes aware, including breaches of unsecured PHI;
 - e. LWS agrees to make available PHI for inspection or disclosure as required by HIPAA regulations;
 - f. LWS prohibits retaliation against individuals who assert rights under the HIPAA privacy regulations and will take any and all disciplinary action, up to and including termination, of any employee who fails to comply with applicable HIPAA regulations;
 - g. LWS further agrees to cooperate with complaint investigations and compliance reviews.

Pursuant to Article 4, Client may terminate this Agreement if it determines that LWS has violated a material term of this Article.

- 5.13 LWS understands that Client may request to hire an interpreter. Client understands that LWS has expended significant time, resources, and effort recruiting and evaluating qualified interpreters. So, the parties agree that in the event Client requests to hire an interpreter, the Client must comply with the following:
- a. Client agrees to only consider interpreters who have worked for LWS for a minimum period of six (6) months;
 - b. Client shall provide LWS written notice, at least 30 days in advance, of Client's intent to offer employment to the interpreter as Client's employee; and
 - c. Client shall pay LWS a reduced recruitment fee of \$5,000 for each interpreter Client wishes to hire.

Client hereby agrees that any attempt to hire LWS's interpreters, and any hire of LWS's interpreters, without following the provisions of this paragraph, shall constitute a material breach of this



Language World

Agreement, and shall excuse LWS from any obligation to perform under this Agreement. In addition to any other remedies that may otherwise be available, Client shall pay liquidated damages to LWS for the material breach in the amount of Eight Thousand Dollars (\$8,000). The liquidated damage amount is a good faith reasonable estimation of LWS' actual, resulting damages, including lost income and investment for recruiting, screening, testing, training, and development of interpreters by LWS to prepare them for dispatch and service. The parties acknowledge and agree that the liquidated damage is not a penalty and shall not be construed or otherwise considered a penalty.

- 5.14 Execution. By their signatures below, each of the following represents that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Language World

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed by their authorized agents.

Language World Services, Inc.

Client: Folsom Lake College

A California Corporation

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**LOS RIOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR v. EMPLOYEE CHECKLIST**

The “ABC test” is required to determine if workers in California are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the Industrial Welfare Commission (IWC) wage orders. Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies **all three** of the following conditions:

		Yes	No
A.	<p>Is the worker free from the control and direction of the District in connection with the performance of the work?</p> <p>The District likely satisfies this condition if the District tells the worker what work product to provide, and the worker decides how to perform the work.</p>	<input type="checkbox"/> Continue to B	<input type="checkbox"/> Stop , this is an employee
B.	<p>Will the worker perform work that is outside the usual course of the District’s business?</p> <p>The worker will likely be considered an employee if the worker provides services in a role comparable to that of an existing employee.</p> <p>If the worker will be performing tasks of teaching, learning, or providing educational opportunities, please further consider the items below:</p> <ul style="list-style-type: none"> • The worker will likely be considered an employee if the worker will be actively involved in more than one semester of classes offered by the District. • The worker will likely be considered an employee if the task the worker will perform is essential to the District’s ability to offer a class or a particular educational opportunity. If the task that the worker will perform enhances the District’s level of instruction, the task is not “essential.” 	<input type="checkbox"/> Continue to C	<input type="checkbox"/> Stop , this is an employee
C.	<p>Is the worker customarily engaged in an independently established trade, occupation, or business?</p> <p>The worker will likely be considered an employee if an individual’s work relies on a single employer.</p> <p>The independent business operation must actually be in existence at the time the work is performed.</p>	<input type="checkbox"/> “Yes” answers to all conditions A-C indicate an independent contractor relationship	<input type="checkbox"/> Stop , this is an employee

If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, this checklist, and any explanatory attachments. The contract will not be valid until a Purchase Order is issued, and no agreements should be made nor should work commence before that time. Due consideration should be given to all questions, since the penalty to the originating department for misclassification is approximately 50% of the contract amount.



1919 Spanos Court, Sacramento, CA 95825
Purchasing Department
lrcdpurchase@losrios.edu

Sacramento City College American River College Cosumnes River College Folsom Lake College

CONFLICT OF INTEREST STATEMENT

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

*(Pursuant to District Regulation [R-8323](#) and District Policy [P-8611](#)
This form must be signed and submitted with the Approved Online Purchase Requisition for those transactions listed below.)*

**Sole Source Requests
Service Agreements (GS Form 78)
Selection Committee Recommendations (formal process)**

READ CAREFULLY BEFORE SIGNING:

Employee/Date

Selection Committee Member/Date

Requisition Number

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

OFFICIAL USE ONLY:	
PURCHASE ORDER#	
BUYER/DATE:	

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No _____
Description of Services _____

As of January 1, 2003, Education Code Section 88003.1 restricts the District's ability to contract for services. Before a requisition can be processed, the following certificate must be completed indicating that the required service meets the Ed Code criteria.

Section I

The requisition will not go forward for processing unless you answer yes to at least one of the questions below:

- | | Yes | No |
|--|-----|----|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003? | | 1. |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out. | | 2. |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. | | 3. |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment. | | 4. |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed. | | 5. |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days. | | 6. |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff. | | 7. |
| 8. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose. | | 8. |

Section II

If the services do not fall within one of the above exceptions, the requisition will not go forward unless you answer yes to all of the following questions:

- | | Yes | No |
|--|-----|-------|
| 1. There clearly will be actual overall cost savings. | | 1) a. |
| a. The District must consider the salaries and benefits of additional staff and the cost of additional space, equipment and materials. | | b. |
| b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work. | | c. |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor. | | |
| 2. The services are not being contracted out solely to save money. | | 2. |
| 3. The contract does not cause the displacement of District employees. | | 3. |
| 4. The savings must be large enough that market fluctuations will not tip the balance. | | 4. |
| 5. The amount of savings must clearly justify the size and duration of the contract. | | 5. |
| 6. The contract must be publicly bid. | | 6. |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions. | | 7. |
| 8. There is minimal risk of contractor rate increases. | | 8. |
| 9. The contract is with a firm. | | 9. |
| 10. The potential economic advantage of contracting out is not outweighed by the public interest in having the work done in-house. | | 10. |

If the services do not qualify under Section I or II, then the services must be completed by District staff and the requisition cannot be processed.

Certified by: _____
(Dean or other Authorized Signature)

Date: _____