

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO B118765

PURCHASING: (916) 568-3071 • **FAX:** (916) 568-3145
ACCOUNTING OPS: (916) 568-3065 • **FAX:** (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date 11/14/2017	Revision 1 - 11/15/2017	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1010354 CAMPBELL L		Location / Dept 04ADMN ADMIN

Supplier: 0000038114
 LINGUABEE
 385 L STREET
 FREMONT CA 94536

Phone: (510) 474-0444
Fax: (510) 255-6054

email: ACCOUNTS@LINGUABEE.COM

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630
 United States

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	BLANKET PURCHASE ORDER FOR INTERPRETING SERVICES FOR FOLSOM LAKE COLLEGE	1.00 EA	2,500.00	2,500.00	05/01/2018

PSA VALID FROM 09/01/2017 TO 06/30/2018

AUTHORIZED PERSONNEL:

MICHELLE LENNERT
 MOLLY SENEAL
 RENEE RUSSO
 MELONIE QUINTELL
 BJ SNOWDEN
 MONICA PACTOL
 KATHLEEN KIRKLIN
 WHITNEY YAMAMURA

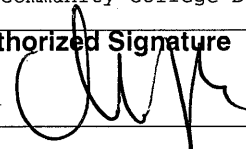
Sub Total Amount	2,500.00
Sales Tax Amount	0.00
Total PO Amount	2,500.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VA.EADA	67310	00000	046F	2,500.00	2018

0001010354KIRKLINK13-NOV-2017

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature


Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD 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. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD'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 of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD 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.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order 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 will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD 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 LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition

Supplier: LINGUABEE 0000038114
 385 L STREET
 FREMONT CA 94536
 United States

Phone: (510) 474-0444 **Fax:** (510) 255-6054
email: ACCOUNTS@LINGUABEE.COM

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

Business Unit: GENFD OPEN		
Req ID: 0001010354	Date: 11/09/2017	Page: 1
Requisition Name: Linguabee		
Requester: Lindsey Campbell	Bldg#: ADMIN	
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		
Entered By: CAMPBELL 09-NOV-2017		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	BLANKET PURCHASE ORDER FOR INTERPRETING SERVICES FOR FOLSOM LAKE COLLEGE FROM 09/01/2017 TO 06/30/2018	1	EA	2,500.00	2,500.00	11/27/2017

Total Requisition Amount: 2,500.00

AUTHORIZED PERSONNEL:

MICHELLE LENNERT
 MOLLY SENECA
 RENEE RUSSO
 MELONIE QUINTELL
 BJ SNOWDEN
 MONICA PACTOL
 KATHLEEN KIRKLIN
 WHITNEY YAMAMURA

NOTE TO PURCHASING:
 ASSIGN B118__PO#
 NO TAX
 AMOUNT ONLY

<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	11	FL.VA.EADA	67310	00000	046F	2,500.00

Approval Signature	Approval Signature <i>Kathleen Kirkin</i>	Approval Signature 11/9/17
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AGREEMENT FOR PROFESSIONAL SERVICES

Linguabee, LLC

Sign Language Interpretive Services for Educational Settings

THIS AGREEMENT, made and entered into this 1st day of September, 2017, by and between Los Rios Community College District, a local agency, ("the DISTRICT"), and by and through its four Colleges - American River College, Cosumnes River College, Folsom Lake College, and Sacramento City College - and Linguabee, LLC, ("Vendor").

Check One: Sole Proprietorship Partnership Corporation

Check One: U.S. Citizen Resident Alien Non-resident Alien

(SSN or FIN No. must be provided for payment): 81-3659491

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: _____

I. OVERVIEW

The DISTRICT's deaf and hard of hearing staff require interpretive services. By this Agreement, the DISTRICT seeks professional interpretive services for deaf and hard of hearing staff for classroom instruction, meetings, and other relevant District business held in various locations throughout our service area.

II. TERM

The term of this Agreement shall be one year commencing on September 1, 2017, and termination on June 30, 2018. This Agreement may be renewed for one year on July 1st thereafter. Contract renewal will be based upon mutual written agreement between the DISTRICT and the Vendor, signed by both parties.

III. TERMINATION

The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Vendor. Upon notice of termination, Vendor shall immediately cease rendering services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all information prepared pursuant to this Agreement. In that event, DISTRICT shall pay Vendor only the following amounts: (A) the hourly rates for all those hours worked up to the notice of termination.

IV. SCOPE OF WORK

The Vendor will provide services described in Section V, Performance Specifications, at the times and at the locations requested by the DISTRICT in writing.

V. PERFORMANCE SPECIFICATION

A. Required Services

The Vendor will be responsible for providing the following services:

1. Provide interpreter services.
2. Provide interpreter services for deaf and hard of hearing individuals on an as-required basis that may include but are not limited to: meetings, trainings, classes, and field trips.
3. Interpret/transliterate responses from source language to target language and interpret/transliterate approximate or exact message of speaker into specified language, orally or by using sign language for hearing impaired/deaf.
4. Interpret or transliterate American Sign Language (ASL) into spoken language and interprets or transliterates from the spoken language to American Sign Language using the mode or means of communication style that is most appropriate for the DISTRICT's staff.
5. Prepare for interpreting session by reviewing appropriate textbooks, notes and/or videos. Listens to statements of speaker to ascertain meaning and reads written material.
6. Promote cross-cultural communication through an understanding of the Deaf/Hard of Hearing culture.
7. Adhere to established procedures at each college for checking in/out with the DSP&S office and/or maintains adequate records required to verify dates and hours of service.
8. Adhere to the Registry of Interpreters for the Deaf Inc. (RID) Code of Professional Conduct.
9. Accept assignments from authorized District personnel.
10. Place of performance for any professional service may be at any of the District locations.

B. Confidentiality and Ethics

In the course of performing services, the parties recognize that Vendor and its staff may come in contact with or become familiar with information to which the DISTRICT considers confidential. This information may include, but is not limited to, information pertaining to DISTRICT's students and staff. Vendor and its staff shall keep all such information confidential and not discuss or divulge any information to anyone other than the appropriate designee of the DISTRICT. Vendor shall maintain complete confidentiality regarding any and all information being interpreted as well as transliterated or transcribed. Vendor must convey and disseminate all information in a timely manner, using the language most readily understood within each interpretive setting. Vendor shall not counsel, advise, or interject personal opinion into any aspect of interpretive or translation event.

C. Requirements

1. Certification

Vendor must provide certification for each of its interpreters of at least one of the following:

- a. National Association of the Deaf (NAD) Level 4

- b. Registry of Interpreters of the Deaf (RID) Certification of Interpretation (CI)
- c. RID Certification of Transliteration (CT)
- d. RID Oral Transliteration Certification (OTC)
- e. RID Comprehensive Skills Certificate (CSC)
- f. National Interpreter Certification (NIC)
- g. Education Interpreter Performance Assessment (EIPA) Level 4 Middle school/high school only

The DISTRICT will not accept from the agency any non-certified interpreters, interpreters with non-passing EIPA scores, or student interpreters at any time.

2. Scheduling

- a. Interpreters must be available 7:00 a.m. to 10:00 pm. Monday through Friday and 7:00 a.m. – to 5:00 p.m. on Saturdays and Sundays.
- b. Vendor must provide twenty-four (24) hours notice of its cancellation of a scheduled assignment. This does not apply to requests made less than forty-eight (48) hours in advance.

3. Billing

- a. Onsite interpreting Monday – Friday 7:00 a.m. to 6:00 p.m.: \$75 per hour
Onsite interpreting Monday – Friday 6:00 p.m. to 7:00 a.m.: \$80 per hour
Onsite interpreting Saturday – Sunday 12:00 a.m. to 11:59 p.m.: \$80 per hour
Onsite interpreting on Holidays (days other than Saturday and Sunday on which national banks in Colorado are closed): \$88 per hour
Specialty interpreting, for example legal, medical, scientific and other settings in which specialized skill and experience is required – Any time: \$88 per hour
All Services requested less than 2 full business days in advance: \$91 per hour
- b. Billing increments shall not exceed 15 minutes after a 2-hour minimum.
- c. Vendor shall not charge the two-hour billing minimum if an interpreter is at the same District location assigned for more than one assignment that is back-to-back (i.e. 9:00 a.m. – 10:30 a.m., 10:30 a.m. – 12:00 p.m. = 3 hours, not 4 hours).
- d. Vendor shall not charge for travel, except that travel to locations other than a main campus and its centers that requires the interpreter to drive their own vehicle (e.g. field trips) shall be billed in 15 minutes increments, or mileage paid following the Federal reimbursement schedule.
- e. Vendor shall not charge last-minute/unapproved administrative request fees.
- f. If a DISTRICT's staff does not show up to the assignment, Vendor shall be entitled to bill the entirety of the scheduled assignment at the applicable rate per hour.
- g. Vendor shall not charge for cancellations with forty-eight (48) hour notice.
- h. Vendor shall not charge for work performed beyond the contracted time without specific written approval by authorized District personnel.

- i. Vendor shall not bill the DISTRICT for errors made by the Vendor (i.e. not cancelling in advance after receiving our notification) or its service providers (i.e. no-shows).
 - j. Within thirty (30) days of completion of Vendor's services under this Agreement, Vendor shall submit to the DISTRICT a request for final payment. Each request for payment shall include all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the DISTRICT shall pay the Vendor within thirty (30) days thereof.
4. Other Requirements
- a. Vendor and its interpreters will comply with the DISTRICT's policies and procedures.
 - b. Vendor and its interpreters shall have basic familiarity with various subject matter and classroom activity as taught by community colleges.
 - c. Vendor and its interpreters shall have familiarity with culture of American deaf and hard-of-hearing persons.
 - d. Vendor and its interpreters shall implement correct and proper English usage, vocabulary, and spelling.
 - e. Vendor and its interpreters shall learn technical vocabulary of various technical disciplines from textbooks, handouts, and other materials.
 - f. Vendor shall allow interpretive practitioner students to observe. If a circumstance arises where the interpreter does not allow a student observation, the requestor will be notified seventy-two (72) hours in advance, if possible, to provide an opportunity to request a different interpreter.
 - g. Vendor and its interpreters shall accept re-assignment by the assigning authorized personnel if deemed necessary or if an assignment cancellation is received and acknowledged with a twenty-four (24) hour period. Re-assignments may be based on the preparation of the interpreter, parties involved, and the distance of the new location. Discretion to the suitability of the assignment is to remain with the interpreter. Negotiation will occur between the DISTRICT and the Vendor, not the interpreter directly.

VI. CRIMINAL BACKGROUND CHECK AND TUBERCULOSIS SCREENING

- A. In accordance with Education Code section 88024, Vendor shall conduct a criminal background check of any of its personnel it intends to work at the DISTRICT or with the DISTRICT's staff and shall provide written certification to the DISTRICT that those persons have not been convicted of a violent or serious felony as defined by statute, and does not have a criminal action pending upon charges of a commission of a violent or serious felony as defined by statute.
- B. Vendor shall also certify in writing that any of its personnel it intends to work at the DISTRICT or with the DISTRICT's staff have been tested and cleared of tuberculosis.

VII. INDEMNITY

- A. Vendor shall defend, indemnify and save harmless the District (defined for purpose of, this paragraph to include its Board of Trustees, Trustees, officers, agents, members, employees, and volunteers, and each of them,) of and from any and all claims, demands, suits, causes of action, damages, penalties, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, or liability, property damage, personal injuries to (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) 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 Vendor's negligence, recklessness, or intentional acts or omissions in the work to be performed under this Agreement.
- B. The DISTRICT shall defend, indemnify; and save harmless Vendor (defined for purposes of, this paragraph to include its Board of Trustees, Trustees, officers, agents, members, employees, and volunteers, and each of them,) of and from any and all claims, demands, suits, causes of action, damages, penalties, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, or liability, property damage, personal injuries to (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) 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 the DISTRICT's negligence, recklessness, or intentional acts or omissions in the work to be performed under this Agreement.
- C. Where the fault of both parties is implicated by this indemnity clause, it is the intent of this document that both parties shall participate in the defense, indemnity, and hold harmless obligations in relation to their percentage of fault.

VIII. PROTECTION OF CONFIDENTIAL DATA

- A. Vendor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information, from the DISTRICT may use the information, but only for the purposes for which the disclosure was made.

- B. **Definition:** Covered data and information (CDI) includes paper and electronic student education record information and employment information supplied by the DISTRICT to the Vendor.
- C. **Acknowledgment of Access to CDI:** Vendor acknowledges that the Agreement allows Vendor access to CDI.
- D. **Prohibition on Unauthorized Use or Disclosure of CDI:** Vendor agrees to hold CDI in strict confidence. Vendor shall not use or disclose CDI received from or on behalf of the DISTRICT except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the DISTRICT. Vendor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
- E. **Return or Destruction of CDI:** Upon terminations, cancellation, expiration or other conclusion of the Agreement, Vendor shall return all CDI to the DISTRICT or, if return is not feasible, destroy any and all CDI. If the Vendor destroys the information, the Vendor shall provide the DISTRICT with a certificate confirming the date of destruction of the data.
- F. **Remedies:** If the DISTRICT reasonably determines in good faith that Vendor has materially breached any of its obligations under this contract, the DISTRICT, in its sole discretion, shall have the right to require Vendor to submit to a plan of monitoring and reporting; provide Vendor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the DISTRICT shall provide written notice to vendor describing the violation and the action it intends to take.
- G. **Maintenance of the Security of Electronic Information:** Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the DISTRICT. These measures will be extended by contract to all sub Vendors used by Vendor.
- H. **Reporting of Unauthorized Disclosure or Misuse of Covered Data and Information:** Vendor shall, within one day of discovery, report to the DISTRICT any use or disclosure of CDI not authorized by this agreement or in writing by the DISTRICT. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the

unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by the DISTRICT.

IX. INSURANCE

During the entire term of this Agreement, Vendor shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall name the DISTRICT as additional insureds.

A. Minimum Scope of Insurance: Coverage Shall be:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

B. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of Vendor's services under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. Vendor's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by the DISTRICT shall be in excess of Vendor's insurance and shall not contribute with it. 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, Vendor shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, Vendor shall furnish copies of any and/or all of the required insurance policies.

X. EQUAL OPPORTUNITY

Vendor, for itself, its subcontractors, assignees and successors in interest, agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status, or citizenship. Vendor agrees to notify its subcontractors of the requirements of this section.

XI. COMPLIANCE WITH LAWS; ATTORNEYS FEES; SUCCESSORS

Vendor shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. This Agreement shall be governed by the laws of the State of California. 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. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

XII. INTEGRATION, AMENDMENTS

This is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the parties. It shall be read as a whole. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties.

XIII. NOTICES

Any notices to parties required by this Agreement shall be delivered, faxed or mailed, U.S. First Class postage prepaid addressed as follows:

Los Rios Community College District
General Services
1919 Spanos Court
Sacramento, CA 95825

Phone: 916-568-3057
Fax: 916-286-3636

Linguabee, LLC

P.O. Box 746453
Arvada, CO 80006

Phone: 800-657-5648
Fax: 510-255-6054

Notices of cancellation may be made by telephone at the above numbers. Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

XIV. ASSIGNMENT PROHIBITED

No Party to this Agreement may 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.

XV. INDEPENDENT CONTRACTOR

Vendor (including Vendor's employees) is an independent contractor and no relationship of employer/employee exists between the parties hereto for any purpose whatsoever. As an independent contractor, Vendor hereby agrees to indemnify and hold the DISTRICT harmless from claims by any of Vendor's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer/employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. It is further understood and agreed by the parties hereto that Vendor, in the performance of its obligations hereunder, is subject to the control and direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Vendor for accomplishing such results. If, in the performance of this Agreement, any third persons are employed by Vendor, such persons shall be entirely and exclusively under the direction, supervision, and control of Vendor. 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 Vendor. Except as the DISTRICT may specify in writing, Vendor personnel shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the DISTRICT to any obligations.

Los Rios Community College District

Date: 10/24/17

By: *A-S*

*Anita Singh
Interim Director, General Services*

Linguabee, LLC

Date: 8/28/2017

By: *J. Buckhold*

Justin Buckhold