

LANGUAGE SERVICES ASSOCIATES INTERPRETATION SERVICES  
SV0920

Member Agreement Letter,  
Amendment No. 2

This Member Agreement Letter, Amendment No. 2 for language interpretive services (this "Agreement Letter"), effective as of **April 7, 2020** (the "Agreement Letter Effective Date"), is between County of San Bernardino on behalf of Arrowhead Regional Medical Center ("Member"), and Language Services Associates, Inc., a Pennsylvania a corporation ("Supplier"). This Agreement Letter is subject to the terms and conditions of the Agreement for language interpretive services (SV0920)) (the "Agreement"), effective as of **May 1, 2017** (the "Effective Date"), between Vizient Supply, LLC ("Vizient") and Supplier. For purposes of clarity: (1) the Supplier acknowledges and affirms the existence and continued force and effect of a Business Associate Agreement signed by Supplier on July 25, 2016; (2) this Member Agreement Letter, including the attached Rates for Language Services should be read in combination with the Agreement and any amendments thereto. Member and Supplier agree as follows:

This Agreement Letter shall confirm that County of San Bernardino on behalf of Arrowhead Regional Medical Center ("Arrowhead Regional Medical Center") (hereby referred to as "Member") has engaged Language Services Associates, Inc. ("LSA") to provide the following selected services, as agreed upon below by an appointed authorized representative.

Member Contact Information		Billing Contact Information	
Organization Name:	County of San Bernardino on behalf of Arrowhead Regional Medical Center	Organization Name:	County of San Bernardino on behalf of Arrowhead Regional Medical Center
Name:	Kimberly Hamby, Quality Management Administrator	Name:	Kimberly Hamby, Quality Management Administrator
Address:	400 N. Pepper Ave	Address:	400 N. Pepper Avenue
City:	Colton	City:	Colton
State:	CA	State:	CA
Zip:	92324	Zip:	92324
E-mail:	hambyk@armc.sbcounty.gov	E-mail:	hambyk@armc.sbcounty.gov
Telephone Number:	(909) 580-1056	Telephone Number:	(909) 580-1056
Fax Number:		Fax Number:	

Member Resource ID Number:	
Top 5 Requested Languages:	Spanish, ASL, Vietnamese, Mandarin, Arabic

The above named Member requests the following services:

<input checked="" type="checkbox"/>	Interpreting by Telephone
<input checked="" type="checkbox"/>	Video Remote Interpreting
<input checked="" type="checkbox"/>	Translation and Localization
<input checked="" type="checkbox"/>	Face-to-Face Interpreting
<input checked="" type="checkbox"/>	Language Assessments

It is understood that interpretation services are provided to the Member and that payment of services shall not be contingent upon a third party's fulfillment of any financial obligation to the Member in regard to interpretation services. Payment terms are net forty-five 45 days from date of invoice. Any invoice not paid after 60 days will carry an interest charge of 1.5%. This intake form will serve as the Member's and Supplier's acknowledgement of requested services and the rates in effect for all available services during the term of this Agreement Letter. By signing below, the Member acknowledges that they are responsible for all charges and fees associated with the use of services.

Accepted and Agreed: County of San Bernardino on behalf of Arrowhead Regional Medical Center		Language Services Associates	
Signature:		Signature:	
Print Name / Title:	Curt Hagman, Chairman, Board of Supervisors	Print Name / Title:	Francis J. Convery, Chief Financial Officer
Date:		Date:	

## EXHIBIT A SERVICES DESCRIPTION AND PRICING

Pricing hereunder shall be extended to Member's purchasing-related entities, which include Member, its subsidiaries and affiliates under Client's membership structure. Supplier agrees to offer the following Services to Clients and Members at the prices and/or discounts indicated. Services include successor service lines, such as improved, renamed or rebundled services.

Interpreting by Telephone	Rate	
	Spanish	Non-Spanish
Price per Minute	\$0.69 Per Minute	\$0.82 Per Minute
Account Maintenance Fee	\$1,200.00 Per Year *Waived through Dec. 31 <sup>st</sup> of initial year.	
Dedicated Toll-Free Number	Included	
Complete Implementation	Included	
Real-Time Reporting Tools and Materials	Included	
Dedicated Support and Account Management	Included	
Unlimited INTERPRETRAC® License	Included	
Utilization Reviews	Included	
3rd Party Dial Out	\$0.15 Per Minute	
Dual Handset Phones	\$1.00 Per Month / Per Phone	
Dual Handset Converter (DHC)	\$7.00 Per DHC	
Cordless Dual Handset Phones	\$1.00 Per Month / Per Phone	
VOIP Dual Handset Phones	\$6.99 Per Month / Per Phone	
Phone Purchase	\$99.00 Per Phone	
Custom Programming Fee	\$250.00 Per Hour	

Telephonic interpreting invoices are issued on a monthly basis. All scheduled calls require a 30-minute minimum and a 24-hour notice of cancellation. Scheduled calls cancelled with less than 24-hour notice will incur a fee equal to 30 minutes. All other services will be billed on a project-by-project basis. Depending on the scope of the service platform, development fees may be incurred. The method and / or means of implementation will be determined by LSA during the on-boarding process. LSA reserves the right to re-negotiate per minute rates if volume and/or language distribution changes significantly during the contract term.

Vendor grants Customer an unlimited access to use Interpretac for the term of this Agreement. Vendor warrants that Interpretac shall be available for Customer's use without interruption and shall provide dedicated technical support 24 hours per day/365 days per year.

\* Fee will be waived through Dec. 31<sup>st</sup> of initial year. Volume will be reviewed each subsequent January and if the volume is greater than 1,000 minutes per year the fee will be waived. Otherwise, the fee will be due and payable with the 1st invoice of each calendar year.

Proprietary Equipment. Customer agrees that the equipment provided on a monthly rental arrangement under this Agreement is the property of LSA, may be new or refurbished and must be returned to LSA within thirty (30) days, following the date of termination of this Agreement, at the Customer's expense. A charge equal to ninety-nine dollars (\$99) for dual hand set phones and cordless phones will be assessed and invoiced for any LSA equipment not returned within the said thirty (30) day period. The above fees will be assessed, upon termination or at any time during the term of this Agreement, in the event equipment is lost, stolen or otherwise damaged in such a way to render them not useable. Upon review of usage, LSA may decrease the number of phones or equipment rented to the Customer.

LANGUAGE SERVICES ASSOCIATES INTERPRETATION SERVICES  
SV0920

Face-to-Face Interpreting	Fee Per Hour	Fee Per Hour 2 to 7 Hours	Fee Per 8 Hours	Minimum Time Requirement	After Hours Rate
Spanish	\$58.00	\$58.00	\$464.00	2 Hours	\$77.00
Non-Spanish	\$71.00	\$71.00	\$568.00	2 Hours	\$93.00
American Sign Language (ASL)	\$89.00	\$89.00	\$712.00	2 Hours	\$120.00

After the two-hour minimum, all assignments are billed in one-hour increments. Reimbursement for mileage, (at the prevailing Federal rate,) tolls, parking, and public transportation are additional as incurred. A two-hour minimum will be billed for assignments canceled with less than one full business days' notice. A 30% rush surcharge will be applied to the interpreter rates for all requests made less than one full business day prior to the assignment start time. ASL and other services for the deaf require two business days' notice for cancellation. (Weekend and Monday cancellations must be made prior to the proceeding Thursday.) Multiple interpreters may be required for ASL and other services for the deaf depending on the length and scope of the assignment. Please call for specific rates and requirements. For simultaneous interpreting services, please call for a quote. ASL and other services for the deaf are billed for the total time booked. If services are canceled, all hours booked to take place within the cancellation period are billable.

Video Remote Interpreting (VRI) Provided by LSA Video, Inc.	Rate		
	American Sign Language (ASL)	Spanish	*Other Languages
VRI Price per minute	\$1.79 / minute	\$0.80 / minute	\$0.99 / minute
Dedicated, Secure Login and Password	Included		
Complete Implementation	Included		
Real-Time Reporting Tools and Materials	Included		
Dedicated Support and Account Management	Included		
Unlimited INTERPRETRAC® License	Included		
Utilization Reviews	Included		
Custom Programming Fee	\$250.00		
<b>VRI for Healthcare Facilities</b>	<b>**Monthly Minimum Fees</b>		
0 - 200 Beds	\$50.00 Per Month / Per Facility		
201 - 400 Beds	\$100.00 Per Month / Per Facility		
401 - 600 Beds	\$150.00 Per Month / Per Facility		
601 Beds or More	\$200.00 Per Month / Per Facility		
All Non-Bed Facilities	\$50.00 Per Month / Per Facility		

**LSA Video, Inc. is a wholly-owned subsidiary of Language Services Associates (LSA).**

\*\*There are monthly minimums per physical facility. These minimum charges are credited back towards usage on a monthly basis.

**LANGUAGE SERVICES ASSOCIATES INTERPRETATION SERVICES**  
**SV0920**

The method and / or means of implementation will be determined by LSA Video, Inc. (LSAV) during the on-boarding process.

VRI access does not require that your organization purchase or rent hardware; you can utilize existing equipment, such as a laptop computer, tablets, cell phones or COW / WOW equipment with a portable video camera or mobile device. Minimal system requirements must be met in order to utilize LSAV's VRI service.

VRI invoices are issued on a monthly basis. All other services are invoiced on a project basis. Payment terms are net forty-five (45) Days from date of invoice. All invoices will be submitted electronically no later than the 10th business day of the month.

Translation and Localization - Human Translation			
TEP Translation (Translation, Editing and Proofreading) *			
Language	Price (Per Word)	Language	Price (Per Word)
Afar	\$0.329	Kazakh	\$0.250
Albanian	\$0.240	Khmer	\$0.260
Amharic	\$0.320	Korean	\$0.230
Arabic	\$0.220	Kpelle	\$0.500
Armenian	\$0.245	Krio	\$0.500
Bengali	\$0.260	Kurdish	\$0.250
Bosnian	\$0.230	Lao	\$0.260
Bulgarian	\$0.230	Latvian	\$0.240
Burmese (Myanmar)	\$0.260	Lithuanian	\$0.250
Catalan	\$0.222	Malay	\$0.260
Chinese (PRC)	\$0.200	Malayalam	\$0.260
Chinese (Hong Kong)	\$0.220	Mongolian	\$0.400
Chinese (Taiwan)	\$0.220	Navajo	\$0.700
Chuukese	\$0.500	Nepali	\$0.265
Croatian	\$0.230	Norwegian	\$0.310
Czech	\$0.215	Pashto	\$0.265
Danish	\$0.290	Polish	\$0.230
Dutch (Belgium)	\$0.260	Portuguese (Brazil)	\$0.210
Dutch (Netherlands)	\$0.260	Portuguese (Portugal)	\$0.220
Estonian	\$0.229	Punjabi	\$0.255
Farsi	\$0.235	Romanian	\$0.230
Finnish	\$0.290	Russian	\$0.210
French (Canada)	\$0.240	Serbian (Cyrillic)	\$0.230
French (France)	\$0.230	Slovak	\$0.250
Gaelic (Ireland)	\$0.343	Slovenian	\$0.240
Gaelic (Scotland)	\$0.320	Somali	\$0.320
Georgian	\$0.230	Spanish (Castilian)	\$0.180
German (Germany)	\$0.250	Spanish (International Sort)	\$0.165
German (Austria)	\$0.250	Spanish (Mexico)	\$0.165
Greek	\$0.250	Spanish (Puerto Rican)	\$0.175
Gujarati	\$0.240	Swahili	\$0.280
Haitian	\$0.250	Swedish	\$0.290
Hausa	\$0.265	Tagalog	\$0.270
Hebrew	\$0.270	Tamil	\$0.280
Hindi	\$0.250	Thai	\$0.270
Hmong	\$0.350	Tigrinya	\$0.350

**LANGUAGE SERVICES ASSOCIATES INTERPRETATION SERVICES**  
**SV0920**

Hungarian	\$0.250	Turkish	\$0.240
Icelandic	\$0.300	Ukrainian	\$0.250
Ilocano	\$0.300	Urdu	\$0.250
Indonesian	\$0.250	Uzbek (Latin)	\$0.260
Italian	\$0.220	Vietnamese	\$0.230
Japanese	\$0.295	Welsh	\$0.243
Karen	\$0.257	Yiddish	\$0.300

Translation Memory Rates	
100% Match and Repetitions	25% of the Per Word Rate
75% - 99%	Fuzzy Matches: Charge 50% of the Per Word Rate
0% - 74%	Charge Full Per Word Rate
Ancillary Services	Cost
Desktop Publishing	\$45 Per Hour
Programming and Testing	\$85 Per Hour
Custom Programming	\$250 Per Hour
<p>Rush charges may apply as determined by LSA. Depending on the scope of the project, a project management fee may also apply. Translation and localization services are invoiced on a project basis. Payment terms are net forty-five (45) Days from date of invoice. All invoices will be submitted electronically no later than the 10th business day of the month. A \$100 minimum applies per language and per project. A 25% rush charge may be assessed. Per word pricing may be higher or lower depending on content matter and / or for rare language requests. Please contact your LSA Representative for pricing on languages not listed here. Depending on the scope of the project, a project management fee may also apply. 15% will be added to the price per word for translating into English.</p>	

Language Assessment Program			
Assessment Type	Language Proficiency – for any employee who will communicate in a foreign language (formerly known as “Level 1 Assessment”)	Basic Consecutive Interpreting - for dual-role employees (formerly known as “Level 2 Assessment”)	Advanced Consecutive Interpreting - for interpreters (formerly known as “Level 3 Assessment”)
Overview	Tests proficiency in <u>one</u> language	Tests ability to provide basic interpretation between English and a foreign language	Tests ability to provide mid-to high-level interpretation between English and a foreign language
Description	<p>Assessment measures participants’ ability to:</p> <ol style="list-style-type: none"> <li>1) Converse in-language</li> <li>2) Comprehend speech in all registers</li> <li>3) Produce simple and complex language structures</li> <li>4) Recognize appropriate grammatical structures (if multiple-choice test is included)</li> <li>5) Demonstrate reading comprehension (if multiple-choice is included)</li> </ol>	<p>Assessment measures the participants’ ability to:</p> <ol style="list-style-type: none"> <li>1) Interpret bi-directionally in a healthcare setting</li> <li>2) Converse in English and the foreign language</li> <li>3) Comprehend speech in all registers</li> <li>4) Produce simple and complex language structures</li> <li>5) Recognize appropriate grammatical structures (if multiple-choice test is included)</li> <li>6) Demonstrate reading comprehension (if multiple-choice is included)</li> </ol>	<p>Assessment measures the participants’ ability to:</p> <ol style="list-style-type: none"> <li>1) Demonstrate knowledge of: <ol style="list-style-type: none"> <li>a) Interpreting codes of conduct and applied ethics</li> <li>b) Interpreting standards of practice</li> <li>c) Interpreting protocol and modalities</li> <li>d) General and specialized terminology</li> </ol> </li> <li>2) Interpret bi-directionally in a healthcare setting</li> <li>3) Converse in English and the foreign language</li> <li>4) Comprehend speech in all registers</li> <li>5) Produce simple and complex language structures</li> </ol>

LANGUAGE SERVICES ASSOCIATES INTERPRETATION SERVICES  
SV0920

<b>Oral - Standalone</b>	<p>Oral Proficiency Interview (15 - 20 min. per examinee) <b>Pricing guidelines per language*:</b> Up to 30 tests: \$80 per participant More than 30 tests***: \$70 per participant</p>	<p>Oral Proficiency Interview &amp; Interpreting Exam (30 - 45 min. per examinee) <b>Pricing guidelines per language pair**:</b> Up to 30 tests: \$135 per participant More than 30 tests***: \$120 per participant</p>	<p>Oral Proficiency Interview &amp; Interpreting Exam (20 - 30 min. per examinee) <b>Pricing guidelines per language pair**:</b> Up to 30 tests: \$225 per participant More than 30 tests***: \$200 per participant</p>
<b>Oral with Multiple Choice</b>	<p><b>Pricing guidelines per language*:</b> Up to 30 tests: \$120 per participant More than 30 tests***: \$105 per participant</p>	<p><b>Pricing guidelines per language pair**:</b> Up to 30 tests: \$155 per participant More than 30 tests***: \$140 per participant</p>	<p><b>Pricing guidelines per language pair**:</b> Up to 30 tests: \$295 per participant More than 30 tests***: \$265 per participant</p>
<b>Output</b>	<ul style="list-style-type: none"> <li>• Written report with a standardized description of the examinee's language proficiency level</li> <li>• Letter Grade on a scale from A to E , based on ACTFL and ILR guidelines. (A signifies mastery of the language and E signifies little-to-no knowledge of the language)</li> <li>• Turnaround time - less than one week from the day of the assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Written report with standardized description of the examinee's language proficiency levels and standardized description of the examinee's predicted performance level when providing basic interpretation</li> <li>• Letter Grade on a scale from A to E , based on ACTFL and ILR guidelines. (A signifies mastery of the language and E signifies little-to-no knowledge of the language.</li> <li>• Scale Level Grade (0 – 100%) rating the examinee's predicted performance level when providing basic interpretation</li> <li>• Turnaround time - less than one week from the day of the assessment.</li> </ul>	<ul style="list-style-type: none"> <li>• Written report with standardized description of the examinee's language proficiency levels and standardized description of the examinee's predicted performance level when providing interpretation</li> <li>• Letter Grade on a scale from A to E , based on ACTFL and ILR guidelines. (A signifies mastery of the language and E signifies little-to-no knowledge of the language.</li> <li>• Scale Level Grade (0–100%) rating the examinee's predicted performance level when providing interpretation</li> <li>• Turnaround time - less than one week from the day of the assessment.</li> </ul>
<p><i>*Please note that Level I assessments are priced separately per participant and per language.</i>  <i>**Please note that Level II and Level III assessments are priced separately per participant and per language pair.</i>  <i>***To obtain the discounted assessment pricing, clients must register at least 31 participants <u>at the same time</u>.</i>  <i>Missed assessment appointments on the part of the client will be <u>charged at 50% of the assessment value</u>. This charge will be applied to any prepaid amount or corresponding monthly invoice.</i>  <i>Detailed records of the assessment results will be available to the client for a one-year period following the completion date of the assessment.</i>  <i>Summary records of the results will be available per client request beyond the period of one year.</i></p>			