

# Master Service Agreement

## Master Service Agreement with

Full legal name of Customer: Beaufort County School District

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

### TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement is a Master Services Agreement for all of the services currently offered by Company (the "Services"). This Agreement and each of the Services you choose to receive from Company will become effective upon the signing by both parties of this Agreement and will continue in effect one (1) year from the effective date. If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement will continue in full force and effect.
2. **PAYMENT TERMS.** Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in Schedule A hereto, or to such other address as Customer may specify by giving written notice to Company to [CustomerCare@language.com](mailto:CustomerCare@language.com). If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on Schedule A and must enter into a separate Master Service Agreement with Company. If Customer wants Company to identify any such excluded affiliate(s) by specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
3. **USE OF SERVICES.** Customer warrants that it will not (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
4. **CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information nor any of the other's customers/clients Confidential Information to any third party and will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that party so compelled may disclose such information without liability after giving reasonable notice to the other party promptly to assert whatever objections the other party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "Confidential Information" means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal or health information protected under a law or regulation, including HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, and (d) Company pricing for its Services, and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.
5. **COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company does not subcontract any of its Services and its linguist workforce consists of its own employees, individual independent contractor interpreters and individual interpreters provided through professional interpretation employment companies (collectively, "LLS Personnel"). All LLS Personnel are subject to the same quality control standards and certification criteria and are supervised by Company, which is solely responsible for ensuring that the terms and conditions of its customer agreements are met. No LLS Personnel are assigned to any specific customer and LLS Personnel availability is based on the language for which interpretation is sought and the real-time availability of LLS Personnel. Customer hereby approves the use of all of LLS Personnel.

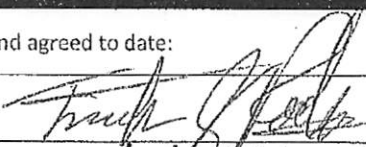
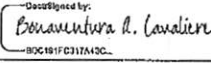
## Master Service Agreement

6. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
8. **PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on Company's website and marketing materials and upon Company's reasonable request will provide a testimonial regarding Company's Services for use in Company's marketing of its Services.
9. **ASSIGNMENT.** Neither party may assign this Agreement without the prior written consent of the other party, except that the Company may assign its right to payment to an affiliated company and, either party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other party.
10. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Attachments, shall remain unaffected unless the parties otherwise agree in a written amendment to this Agreement.
11. **TERMINATION.** Either party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
12. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by South Carolina law relating to contracts made in the State of South Carolina and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either party based on the attribution of drafting by either party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A party is not liable under this Agreement for

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non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to [customer-care@languageline.com](mailto:customer-care@languageline.com) with a copy to [contract-administration-team@languageline.com](mailto:contract-administration-team@languageline.com), and (b) to Customer at the address or e-mail shown on **Schedule A** for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. As applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 13. **ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 14. **AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date: 5/16/2020
Signature: 	Signature:  <small>Digitally signed by: Bonaventura A. Cavaliere DN: cn=Bonaventura A. Cavaliere, o=Language Line Services, Inc., ou=Language Line Services, Inc., email=bonaventura.cavaliere@languageline.com</small>
Print Name: <i>6/10/2020</i>	Bonaventura A. Cavaliere
Title: <i>Superintendent</i>	CFO

## Schedule A with

Full legal name of Customer: Beaufort County School District

### CUSTOMER CONTACT INFORMATION



## Master Service Agreement

<b>Operations Contact</b>	<b>Billing Contact</b> <input type="checkbox"/> Same as Operations Contact
Name: Maelda Chalk	Name: Denise Hook
Title: Coordinator	Title: Bookkeeper
Telephone: 843-322-5407	Telephone: 843.322.5410
Fax: 843-322-5418	Fax: 843.322.5418
E-mail: Maelda.Chalk@beaufort.k12.sc.us	E-mail: denise.hook@beaufort.k12.sc.us
Address: PO <input type="checkbox"/> rrawer 309	Address: PO <input type="checkbox"/> rrawer 309
City, State, Zip: Beaufort, SC 29901	City, State, Zip: Beaufort, SC 29901

<b>Tax Exempt Status</b>	
<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

<b>Excluded Affiliates</b> - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates and attach to this document.
<b>1ST AFFILIATE - Name:</b>
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
<b>2ND AFFILIATE - Name:</b>
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
<b>3RD AFFILIATE - Name:</b>
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:



## Statement of Work LanguageLine® Phone<sup>SM</sup> Interpreting

Full legal name of Customer: Beaufort County School District	Customer number if applicable:
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This Statement of Work is subject to the Master Service Agreement between you, the Customer ("Customer" or "you") and Language Line Services, Inc. ("Company"). This document is the sole document that reflects pricing for these services, and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

1. **PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
2. **ENROLLMENT AND SETUP PACKAGES**
  - One-time setup charge per Customer..... \$275.00
  - Fee for each subsequent Client Identification Number with corresponding statement..... \$125.00
3. **CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number .....(waived) ~~\$100.00~~
4. **PLATFORM ACCESS CHARGE.** Platform access per call .....(waived) ~~\$0.25~~
5. **LONG DISTANCE DIAL OUT.**
  - Long distance dial out charge applied per dial out (in addition to per minute charges) ..... \$5.00
6. **PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. \$1.75
7. **FCC SURCHARGE AND FEES.** Fees that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
8. **OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
  - Customized reference and support materials development (per hour) ..... \$179.00
  - Training/awareness assistance (on site per day/per trainer)..... \$500.00
9. **OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
  - Report setup (per hour) ..... \$250.00
  - Report maintenance (monthly)..... \$30.00
10. **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
  - Applied per appointment..... \$100.00
  - Cancellation per appointment will be charge \$200 for any missed appointment ..... \$200.00

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

Tiers	Languages	Per Minute Charge
1	Spanish	\$1.50
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, and Vietnamese	\$1.50
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, and Portuguese	\$1.50
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$1.50

The person signing this agreement certifies that such person has read, and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer	Language Line Services, Inc.
Accepted and agreed to date: <i>6/18/2020</i>	Accepted and agreed to date: 5/16/2020
Signature:	Signature:
Print Name:	Bonaventura A. Cavaliere
Title: <i>Superintendent</i>	CFO

**APPROVAL OF PURCHASE OR CONTRACT RENEWAL**

**Anticipated Impacts:**

Request for Payment?

New Contract/Agreement?

Annual/Renewal?

**Specific description**

Phone Interpreting – In-site audio interpreting

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**Purpose/Outcome**

Interpreter for schools / district languages (Spanish, Chinese, etc..)

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**Term**

On-Year

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**Costs:**

\$1.50 per minute based on languages

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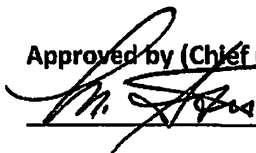
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**\*\*Over \$400,000 Board Approval required** \_\_\_\_\_

**Requested by:**

\_\_\_\_\_ Date: \_\_\_\_\_

**Approved by (Chief Officer):**



\_\_\_\_\_ Date: 5.21.2020

Superintendent Approval  (Initial)