

AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232

Prepared by:

Doris Diaz, Judy Kendall, and Kendra Dorais

Department: Human Resources

Requested Agenda Date: 02/03/2026

Presenting: Judy Kendall

Document Title:

AGREEMENT/CONTRACT BETWEEN YAKIMA COUNTY AND ALTA LANGUAGE SERVICES, INC.

Action Requested: *Check Applicable Box*

- PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

Background Information:

This agreement is to be extended for an additional period through December 31, 2026

Summary & Recommendation:

HR recommends approval of the above.

Motion:

Department Head/ Elected Official

Judy Kendall

Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

JKW

Late Agenda Requests Require BOCC Chairman Signature:

AGREEMENT/CONTRACT

THIS AGREEMENT/CONTRACT is entered by Yakima County, hereinafter "County", whose address is 128 N. 2nd Street, Yakima, WA and **ALTA Language Services**, hereinafter "Contractor", more specifically identified as:

Name: **ALTA Language Services, Inc**
Street: **3355 Lenox Road NE, Suite 750**
City, State Zip: **Atlanta GA 30326**
Federal Tax ID No/Social Security No. **58-23084091**
Washington State Department of Revenue No.

WITNESSETH: In consideration of the terms and conditions contained, the parties agree as follows:

- 1. Project:** Contractor agrees to do all work and furnish all materials necessary for performing the work in accordance with this agreement. **See Attachment A.**
- 2. Amendments:** This agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
- 3. Consideration:** The County shall compensate Contractor ALTA Language Services. ALTA will provide automated (IVR) oral language evaluations, when available in the necessary languages, by telephone for individuals identified by Yakima County in the language(s) specified by Yakima County and available by Contractor. IVR tests are currently available in: Arabic, Arabic (Iraq), Dari, English, French, French (Canadian), German, Farsi (Western), Pashto, Spanish and Urdu. Additional language tests may be developed in the future.

Yakima County will administer and proctor evaluations according to proctoring instructions provided by ALTA. The testing candidate may call in at any time for their automated oral language evaluation. The completed exam will be submitted to ALTA electronically for scoring. ALTA will score each candidate's performance according to specified grading criteria.

The results of all evaluations will be submitted by ALTA to Yakima County's score recipient contact by email. ALTA will not discuss the testing results with the testing candidate.

Yakima County will compensate ALTA \$55.00 for each automated (IVR) oral language evaluation conducted.

ALTA will provide Yakima County via email with an invoice at the beginning of each month detailing the Services rendered on the previous month. Yakima County shall pay ALTA for Services rendered no later than thirty (30) days after receipt of an invoice in accordance with our warrant schedule.

4. Independent contractor: The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory worker's compensation or employer liability insurance as required by state law.

5. Nondiscrimination: The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical disability in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to subject to this agreement.

Pay Transparency Nondiscrimination Provision: The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

6. Assignment: The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining written prior approval from the County.

7. Termination: Either party may terminate this contract upon sixty-days written notice sent by mail to the addresses listed above.

8. Indemnification, Defense, and Hold Harmless: To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.

9. Insurance: The Contractor agrees that at all times during the term of this contract that it will maintain on a primary and non-contributory basis and at its sole expense, the insurance

coverage limits and endorsements described below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as the County's or designee's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

- A. Commercial General Liability Insurance:** Contractor agrees to maintain a policy with a limit of liability of not less than two million (\$2,000,000.00) each occurrence and five million (\$5,000,000.00) General Aggregate coverage. Insurance shall be written on ISO occurrence form CG 00 01 or an alternative form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limited Products Completed, Operations, or Contractual Liability and/or Cross Liability. The County shall be named as Additional Insured under the coverage with respect to the work performed under this agreement.
- B. Workers' Compensation:** Contractor shall maintain coverage at limits as legally mandated by the Industrial Insurance Laws of the State of Washington.
- C. Professional Liability Insurance:** Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000.00), combined single limit per claim/aggregate. The Appellate Representation Provider further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy.
- D. Other Insurance Provisions:** Contractor agrees that the insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability Insurance:
 - i. The Contractors' insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.
 - ii. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- E. Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth in this contract shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless. The Contractor

specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

F. Verification of Coverage: Prior to execution of this agreement, Contractor shall furnish the County with original Certificates of Insurance, and a copy of any amendatory endorsements, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.

10. Laws, venue, jurisdiction: This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

11. Term: The term of this agreement shall be from the date of execution to December 31, 2026, unless an extension is agreed to by the parties, in writing prior to the termination of the original term of the agreement.

12. Confidentiality: The Contractor shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information. The County will comply with the Public Records Act at all times as well as other laws governing disclosure.

13. Inspection and Production of Records

A. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the County's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the County sufficient, safe, and proper facilities, and/or send copies of the requested documents to the County. Contractor's records relating to the Services will be provided to the County upon the County's request.

B. Contractor shall promptly furnish the County with such information and records which are related to the Services of this Contract as may be requested by the County. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the County access

- to (and the County shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- C.** All records relating to Contractor's services under this Contract must be made available to the County, and the records relating to the Services are Yakima County records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- D. Records Retention for Auditing Purposes:** The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.
- The terms of this section shall survive any expiration or termination of this Contract.
- 14. Records:** The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.
- 15. Inspection:** The Contractor shall, at no cost, provide to the County, and the Office of the State Auditor reasonable access to the Contractor's place of business and the Contractor's records. These inspection rights are intended to allow Contractor and the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.
- 16. Termination due to change in funding:** If the funds Yakima County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, Yakima County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 17. Waiver:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only a majority vote of a quorum of the Yakima County Board of County Commissioners has the authority to waive any term or condition of this Agreement on behalf of the County.
- 18. Severability:** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.

[Signature Page Follows]

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Agreement Number:

Yakima County, WA

DONE this 3rd day of February, 2025.

CONTRACTOR

Jacqueline Jarvis
By: _____
Printed Name
Signature: Jacqueline Jarvis
Title: Vice President
Commissioner Date: January 21, 2026

Yakima County Department/Office

By: Judith A. Kendall
Printed Name
Judith A. Kendall
Department Head/Elected Official Signature
Title: HR Director
Date: January 16, 2026

ATTEST:

Julie Lawrence, Clerk of the Board
Erin Franklin, Deputy Clerk of the Board

Approved as to form:

Befanie Weigand
Deputy Prosecuting Attorney
Date: January 14, 2026
Agreement/Contract

**BOARD OF YAKIMA
COUNTY
COMMISSIONERS**

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest:

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board

ATTACHMENT A

Language Testing Services - Description

ALTA is not responsible for proctoring tests. Proctoring procedures are at the Customer's discretion. ALTA partners with ProctorU to proctor Listening & Speaking IVR and online tests for additional fees as per the "Proctoring Fees" section below.

1. AUTOMATED (IVR): LISTENING & SPEAKING ASSESSMENT– BILINGUAL MEDICAL ASSESSMENT – HEALTHCARE INSURANCE TERMINOLOGY ASSESSMENT - INTERPRETATION: ALTA shall provide automated (IVR) listening & speaking, bilingual medical, healthcare insurance terminology, and/or interpretation language assessments by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
 - a) Customer will assign the test through the ALTA portal.
 - b) The testing candidate may call in at any time for their automated oral language evaluation.
 - c) The completed exam will be submitted to ALTA electronically for scoring.
 - d) ALTA will score each candidate's performance according to specified grading criteria.
 - e) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - f) ALTA will not discuss the testing results with the testing candidate.
2. ONLINE/PAPER: WRITING ASSESSMENT - TRANSLATION ASSESSMENT: ALTA shall provide online and/or paper writing and/or translation language assessments for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
 - a) Customer will assign the test through the ALTA portal.
 - b) Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
 - c) ALTA will score each candidate's performance according to specified grading criteria.
 - d) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - e) ALTA will not discuss the testing results with the testing candidate.

Language Testing Services - Rate Guide

Testing Item	Cost
Listening and Speaking (IVR)	\$55
Writing (online or paper)	\$66

IVR tests:

Candidate called by ALTA \$8 per test

Proctoring Fees

Testing Item	Cost
IVR Listening and Speaking	\$16
Online Writing	\$25