



REQUEST for PROPOSAL # 939
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, OCTOBER 8, 2025

DUE DATE: WEDNESDAY, NOVEMBER 5, 2025 by 11:00 am

Request for Proposal for:

LANGUAGE INTERPRETATION and TRANSLATION SERVICES

SUBMIT:

One (1) Original

One (1) electronic copy on flash drive

of the Proposal to:

UPS/FedEx of your Choice or Hand Delivery

Clark County
ATTN: Office of Purchasing
1300 Franklin Street, 6th Floor, Suite 650
Vancouver WA 98660
564-397-2323

United States Postal Service

Clark County
ATTN: Office of Purchasing
PO Box 5000
Vancouver WA 98666-5000
564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

****Proposals must be delivered to the Purchasing office – No Exceptions**

****Proposals must be date and time stamped by Purchasing staff by 11:00 am on due date – No Exceptions**

****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

Refer Questions to Project Manager:

Marissa Armstrong
Public Health Communications Program Manager
Marissa.Armstrong@clark.wa.gov
564.397.7307

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

MUNICIPAL RESEARCH and SERVICE CENTER - Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract, your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or <https://mrscresters.org/businesses/business-membership/>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

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Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County Public Health (CCPH) endeavors to provide equal access to services, information and opportunities for all residents, regardless of preferred language or hearing ability. In that pursuit, CCPH contracts for language services, with multiple vendors, to provide translation and in-person, telephonic, and video remote interpreter services in environmental public health (e.g., food establishments, recreational water facilities), medical, social service, and in-home settings for clients and providers with limited English proficiency. CCPH also contracts with vendors to provide in-person and video remote American Sign Language interpreter services for clients and providers who are deaf or hard of hearing.</p> <p>Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor Rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or https://mrscrosters.org/businesses/business-membership/</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34 Interlocal Cooperation Act. The proposer may opt to extend identical services and prices to qualified public agencies. Each contract is between the proposer and individual agency binding only their agency, with no liability to Clark County.</p>
2. Background	<p>Clark County Public Health (CCPH) protects community health by improving access to healthy foods, clean water, health care, and neighborhoods that are safe for walking and biking. CCPH controls disease outbreaks through vaccination efforts, early detection, and swift response. Additionally, CCPH works to ensure every child gets a healthy start. To promote a healthier environment, we reduce environmental waste and contamination. As a reliable local source for public health information, services, data and policy, CCPH partners with organizations and people throughout the region to achieve our vision of active, healthy families and people of all ages, abilities and cultures living, playing and working in thriving communities..</p>
3. Scope of Project	<p>CCPH is seeking responses for translation and interpreter services in business, medical, social service, or in-home settings for clients and providers with limited English proficiency and/or who are deaf or hard of hearing.</p> <ol style="list-style-type: none"> 1. In-person interpreter services – spoken languages <ol style="list-style-type: none"> 1.1. Contractor shall ensure that interpreter: <ol style="list-style-type: none"> 1.1.1. Provides simultaneous or consecutive interpretation, as requested by CCPH, and remains professional, objective and neutral throughout the meeting. 1.1.2. Relays information in its entirety with the meaning preserved throughout the conversation.

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	<ul style="list-style-type: none">1.1.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.1.1.4. Arrives at least five minutes prior to the scheduled interpreting session.1.2. Contractor will be entitled to a minimum of two hours of compensation at the hourly rate regardless of assignment length.<ul style="list-style-type: none">1.2.1. After two-hour minimum is met, assignment times will be rounded up to the nearest quarter hour and be billed in 15-minute increments of the hourly rate.1.2.2. Hourly rates included in Exhibit B, Cost Proposal, include all fees (e.g., mileage, travel time).2. Telephonic interpreter services – spoken languages<ul style="list-style-type: none">2.1. Interpretation of spoken languages delivered via on-demand and pre-scheduled telephone services.2.2. Contractor shall ensure that interpreter:<ul style="list-style-type: none">2.2.1. Provides consecutive interpretation and remains professional, objective and neutral throughout the meeting.2.2.2. Relays information in its entirety with the meaning preserved throughout the conversation.2.2.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.2.3. On-demand and pre-scheduled telephonic interpreter assignments will be rounded up to the nearest full minute and billed at the rates per minute included in Exhibit B.3. Video remote interpreter services – spoken languages<ul style="list-style-type: none">3.1. Interpretation of spoken languages delivered via on-demand and/or pre-scheduled video remote services.3.2. Contractor shall ensure interpreter:<ul style="list-style-type: none">3.2.1. Provides consecutive interpretation and remains professional, objective and neutral throughout the meeting.3.2.2. Relays information in its entirety with the meaning preserved throughout the conversation.3.2.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.3.3. On-demand and pre-scheduled video remote interpreter assignments will be rounded up to the nearest full minute and billed at the rates per minute included in Exhibit B.4. In-person interpreter services – American Sign Language (ASL)<ul style="list-style-type: none">4.1. In-person (physical onsite) interpretation of American Sign Language.4.2. Contractor shall ensure interpreter:
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	<ul style="list-style-type: none">4.2.1. Provides simultaneous or consecutive interpretation, as requested by CCPH, and remains professional, objective and neutral throughout the meeting.4.2.2. Relays information in its entirety with the meaning preserved throughout the conversation.4.2.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.4.3. Contractor will be entitled to a minimum of two hours of compensation at the hourly rate regardless of assignment length.<ul style="list-style-type: none">4.3.1. After the two-hour minimum is met, assignment times will be rounded up to the nearest quarter hour and be billed in 15-minute increments of the hourly rate.4.3.2. Hourly rates included in Exhibit B shall include all fees (e.g., mileage, travel time).4.4. Interpreter is to arrive at least five minutes prior to the scheduled interpreting session.5. Video remote interpreter services – American Sign Language (ASL)<ul style="list-style-type: none">5.1. American Sign Language interpretation delivered via on-demand and/or pre-scheduled video remote services.5.2. Contractor shall ensure interpreter:<ul style="list-style-type: none">5.2.1. Provides simultaneous or consecutive interpretation, as requested by CCPH, and remains professional, objective and neutral throughout the meeting.5.2.2. Relays information in its entirety with the meaning preserved throughout the conversation.5.2.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.5.3. On-demand and pre-scheduled video remote interpreter assignments will be rounded up to the nearest full minute and billed at the rates per minute included in Exhibit B.6. Written translation services<ul style="list-style-type: none">6.1. Translation of written content into target language(s) at the same reading level as the source content and shall not paraphrase or omit information which may change the meaning of the content.6.2. Contractor will ensure translated content is:<ul style="list-style-type: none">6.2.1. Culturally and linguistically competent.6.2.2. Reviewed for grammatical, spelling and punctuation issues.6.2.3. Maintains consistent use of style and terminology.6.3. Written translation fees will be assessed per word based on the English word count.6.4. Per word rate listed in Exhibit B shall include translation and contractor review/proofreading of translated content.
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6.5. Fees for additional services (e.g., desktop publishing, same-day translation services) and project minimums shall be included in **Exhibit B**.

6.6. Contractor must accept or reject the translation project within 24 hours of submittal.

6.6.1. When accepting a project, Contractor must provide CCPH with quoted cost and timeframe for completing the project.

7. Special Requirements

7.1. Contractor shall:

7.1.1. Accept or reject an interpreter appointment request within 48 hours of submittal.

7.1.1.1. Cancellations with more than 24 hours' notice, neither party shall be penalized.

7.1.1.2. Cancellations by CCPH with less than 24 hours' notice, Contractor is entitled to the hourly rate for the length of the scheduled appointment.

7.1.1.3. Cancellations by Contractor with less than 24 hours' notice, Contractor is obligated to replace the interpreter.

7.1.1.3.1. If a replacement interpreter cannot be found, then Contractor shall be assessed a fee of 2% of their quoted rate for the scheduled appointment, as a credit to the account. The credit shall be applied to the same program which scheduled the appointment.

7.1.2. Provide CCPH with instructions for requesting services and, where applicable, training resources for how to access Contractor's telephonic services and online scheduling applications.

7.1.2.1. Training may be provided in multiple formats, including but not limited to webinar trainings, short video clips and written instructions. Service applications must be intuitive and user-friendly.

7.1.3. Provide customer service via email and phone during normal business hours, 8:00 a.m. to 5:00 p.m. Pacific Time.

7.1.4. Provide a written response to all service issues reported by CCPH within two (2) business days of receiving the reported issue.

7.1.5. Provide full resolution within five (5) business days of receiving a reported issue by CCPH.

7.1.5.1. If Contractor is unable to resolve issues in five (5) business days, Contractor shall submit a response on day five with a progress update and its plan to resolve the issue.

7.1.6. Ensure that technical issues (i.e., issues related to contractor's telephonic or video remote application or other related system that prevents business as usual) are resolved in a timely manner.

7.1.7. Initiate resolution of technical issues within 24 hours.

7.1.8. Provide CCPH a written response within two (2) calendar days from initial contact, detailing the technical issue and Contractor's resolution plan.

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	<p>7.1.9. Provide full resolution in five (5) calendar days or less.</p> <p>7.2. For in-person interpreter services, Contractor shall ensure:</p> <p>7.2.1. Interpreter dresses in business casual attire, or attire as specified by CCPH in advance.</p> <p>7.2.2. Interpreter provides in-person services in the location that CCPH has identified to communicate with their clients.</p> <p>7.2.2.1. This may include, but is not limited to, client homes, business offices, restaurants, or medical office locations.</p> <p>7.3. For telephonic and video remote interpreter services, Contractor shall ensure:</p> <p>7.3.1. Interpreter provides services from a home-based office or office location only.</p> <p>7.3.2. Interpreter conducts video remote services with a plain backdrop with no distractions in the background.</p> <p>7.3.3. Interpreter does not conduct telephone or video remote services while commuting or in public areas.</p>
<p>4. Project Funding</p>	<p>CCPH currently spends approximately \$50,000 annually on translation and interpreter services.</p> <p>The proposal shall include the true estimated cost to perform the work irrespective of the budgeted funds for this work.</p>
<p>5. Title VI Statement</p>	<p><u>Title VI Statement</u></p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>

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<p>6. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="394 247 1482 684"> <tr> <td>Deadline for Questions and Answers</td> <td>10/23/2025</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>10/24/2025</td> </tr> <tr> <td>Proposals Due</td> <td>11/5/2025</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>11/6/2025 - 11/20/2025</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>11/25/2025</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>12/1/2025 – 12/31/2025</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>1/1/2026</td> </tr> </table>	Deadline for Questions and Answers	10/23/2025	Final date for Addendum, if needed	10/24/2025	Proposals Due	11/5/2025	Proposal Review/Evaluation Period	11/6/2025 - 11/20/2025	Selection Committee Recommendation	11/25/2025	Contract Negotiation/Execution	12/1/2025 – 12/31/2025	Contract Intended to Begin	1/1/2026
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Contract Negotiation/Execution	12/1/2025 – 12/31/2025														
Contract Intended to Begin	1/1/2026														
<p>7. Employment Verification</p>	<p>The Proposer, if awarded the Contract, shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program before execution of the Contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon County request. Failure by Contractor to comply with this subsection shall be considered a material breach. (Sole Proprietors must submit a letter stating such.)</p>														
<p>Section IB</p>	<p>Work Requirements</p>														
<p>1. Required Services</p>	<p>Comply with the Washington State Department of Social and Health Services (DSHS) Language Interpreter and Translator Code of Professional Conduct. Interpreter/Translator Code of Professional Conduct currently located: https://www.dshs.wa.gov/sites/default/files/FSA/ltc/documents/DSHSInterpreterAndTranslatorCodeOfConduct%20042015.pdf</p> <p>Interpreters complete a HIPAA for Medical Interpreters training. One example is HIPAA For Medical Interpreters offered by MasterWord Institute.</p> <p>Comply with the Minimum Necessary standard to any use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).</p>														
<p>2. County Performed Work</p>	<p>CCPH will provide all necessary information (date, time, location, language, etc.) for each interpretation and/or translation request.</p> <p>CCPH will ensure that each monthly invoice is paid according to the contract terms and rates.</p>														
<p>3. Deliverables & Schedule</p>	<p>This is a suggested schedule and is subject to change:</p> <p>Annual Service Delivery Report Due by January 15th of each year. This report summarizes the services delivered throughout the year, categorized by CCPH programs and language to assess demand, equity, and operational efficiency. Organize the data into clear logical sections for easy comprehension using a combination of text, tables, and if appropriate, charts to present the information.</p>														

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	<p>The report shall include:</p> <ol style="list-style-type: none"> 1. The number of each type of services (e.g., in-person, telephonic, video remote, written translation) provided to each CCPH program. 2. Number and type of services provided by language. 3. Highlight significant findings such as: <ol style="list-style-type: none"> a. Languages with a growing demand or those that are underrepresented. b. CCPH programs with the highest/lowest service demands. c. Languages with increasing/decreasing usage. d. Any disparities (e.g., underserved languages). 4. Recommendations and actionable steps based on the data, to assist with operational efficiency, such as expanding language support for high-demand languages. <p>Quarterly Interpreter Service Access Report</p> <p>Due April 15th, July 15th, October 15th, and January 15th of each year. This report shall detail the number and type of service requests (e.g., in-person, telephonic, video remote, written translation) that were filled, unfilled and canceled (by Contractor and by CCPH).</p>
<p>4. Place of Performance</p>	<p>Interpreters will be requested to provide in-person services at Clark County Public Health, in client homes, or other businesses or agencies located in Clark and Cowlitz counties. Interpreters will be requested to provide telephonic or video remote services from a home-based office or business office location.</p>
<p>5. Period of Performance</p>	<p>A contract awarded as a result of this RFP will be for two (2) years and is intended to begin on January 1, 2026 and end December 31, 2027.</p> <p>Total contract value including extensions will be determined by evaluating funds requested in the selected proposal(s) and approved funding.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of ten (10) additional years, in five (5), two (2) year increments, with the same terms and conditions, with the exception of cost, by service of a written notice of its intention to do so prior to the contract termination date. Cost for additional option year(s) shall be reviewed prior to extension of the contract.</p> <p>The county also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment.</p>
<p>6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition</p>	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATMENT – SUPPLEMENTAL CRITERIA.</p>

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	<p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
7. Debarred / Suspended	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposers must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
8. Americans with Disabilities Act (ADA) Information	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.</p>
9. Public Disclosure	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
10. Insurance/ Bond	<p>A. Waiver of Subrogation</p> <p>All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p>

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Language Interpretation and Translation Services

B. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposers responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

C. Worker's Compensation

As required by the industrial insurance laws of the State of Washington.

D. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

E. Commercial General Liability (CGL) Insurance

Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$2,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.

F. Professional Liability (aka Errors and Omissions)

The Proposer shall obtain, at Proposers expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposers liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

G. Additional Insured

Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.

All policies must have a Best's Rating of A-VII or better.

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Language Interpretation and Translation Services

11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none">✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below: <p>To view the Plan Holders List, click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none">• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.
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Request for Proposal #939
Language Interpretation and Translation Services

Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	There are no plans to hold a pre-submittal meeting.
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is Thursday, October 23, 2025 by 12:00 pm Pacific Time.</p> <p>All responses for the questions/clarifications received will be provided in the Q&A document for reference.</p> <p>An addendum will be issued no later than Friday, October 24, 2025 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none"> 1. RFP Number and; 2. TITLE and; 3. Name and Address of the Proposer. <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies or no electronic copy on a flash drive (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed five (5) pages, <u>excluding</u> resumes, Cost Proposal Form, coversheet and debarment form. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p>

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Language Interpretation and Translation Services

	<p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p> <p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, may be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	<ul style="list-style-type: none"> • Provide an overview of your organization, including lines of business, size, and types of customers and geographical areas served. • Describe your organization's experience and qualifications, including experience providing services to health, social services and/or government agencies. • If registered in the System for Award Management (SAM.gov), provide your organization's Entity Identification Number (EIN).
3. Management Approach	Describe your agency's quality assurance methods and your processes for resolving any service delivery issues and ensuring timely invoices for services.
4. Respondent's Capabilities	Describe contracts or scenarios where your agency has provided similar services for other clients. Include at least two scenarios where your agency has translated or interpreted health or social service information.
5. Project Approach and Understanding	<p>Outline which language services your agency can provide (e.g., in-person interpretation for spoken languages and/or ASL, video remote interpretation for spoken languages and/or ASL, telephonic interpretation, and/or written translation) and included languages.</p> <p>Describe the process for requesting and scheduling written translation and/or in-person, telephonic and/or virtual interpreter services.</p>

Request for Proposal #939
Language Interpretation and Translation Services

6. Proposed Cost	<p>Complete Exhibit B, Cost Proposal form.</p> <p>Provide an itemized list of services that your agency offers and the proposed rate(s) included in the cost proposal. If costs/rates vary by language, cost/rate tiers should list included languages.</p> <p>Proposed rates shall encompass all fees, with no additional charges permitted. This includes, but is not limited to, costs for insurance, payment processing, travel, mileage, or administrative expenses.</p>
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**Request for Proposal #939
Language Interpretation and Translation Services**

Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection								
1. Evaluation and Selection:	<p>Initial Screening will be completed to ensure that the proposal is responsive, and the proposer is responsible. The System for Award Management (SAM.gov) will be reviewed for exclusions and other responsibility and integrity information.</p> <p>You will be notified by e-mail if your response does not pass this initial screening process.</p> <p>Each member of the evaluation panel will sign a confidentiality and conflict-of-interest statement, prior to receiving proposals to score.</p>								
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 835 1474 1386"> <tr> <td data-bbox="402 835 1344 1024"> <p><u>Organization qualifications</u> Organization with translation and/or interpreter experience involving similar scopes of work, including with health, social services and/or government agencies.</p> </td> <td data-bbox="1344 835 1474 1024" style="text-align: center;">30</td> </tr> <tr> <td data-bbox="402 1024 1344 1176"> <p><u>Project and management approach</u> Organization with a clearly defined process for requesting services, delivering services, timely invoicing, and resolving service delivery issues.</p> </td> <td data-bbox="1344 1024 1474 1176" style="text-align: center;">40</td> </tr> <tr> <td data-bbox="402 1176 1344 1327"> <p><u>Cost</u> Assess reasonableness of costs and/or rates for services and provided languages based on cost proposal form.</p> </td> <td data-bbox="1344 1176 1474 1327" style="text-align: center;">30</td> </tr> <tr> <td data-bbox="402 1327 1344 1386" style="text-align: right;">Total Points</td> <td data-bbox="1344 1327 1474 1386" style="text-align: center;">100</td> </tr> </table>	<p><u>Organization qualifications</u> Organization with translation and/or interpreter experience involving similar scopes of work, including with health, social services and/or government agencies.</p>	30	<p><u>Project and management approach</u> Organization with a clearly defined process for requesting services, delivering services, timely invoicing, and resolving service delivery issues.</p>	40	<p><u>Cost</u> Assess reasonableness of costs and/or rates for services and provided languages based on cost proposal form.</p>	30	Total Points	100
<p><u>Organization qualifications</u> Organization with translation and/or interpreter experience involving similar scopes of work, including with health, social services and/or government agencies.</p>	30								
<p><u>Project and management approach</u> Organization with a clearly defined process for requesting services, delivering services, timely invoicing, and resolving service delivery issues.</p>	40								
<p><u>Cost</u> Assess reasonableness of costs and/or rates for services and provided languages based on cost proposal form.</p>	30								
Total Points	100								
Section IIIB	Contract Award								
1. Consultant Selection	<p>The County will determine the most qualified proposer(s) based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer(s), the County shall terminate negotiations and begin negotiations with the next qualified Proposer(s). If the County is unable to reach agreeable terms with any of the Proposers, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>								

Request for Proposal #939
Language Interpretation and Translation Services

2. Contract Development	The final draft contract is included as Exhibit A . The proposal and all responses provided by the successful Proposer will become a part of the final contract.
3. Award Review	Once the RFP has closed, the public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .
4. Orientation/Kick-off Meeting	Upon contract execution, in collaboration with the contractor, CCPH will schedule an orientation meeting.

**Request for Proposal #939
Language Interpretation and Translation Services**

Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	
Tax Identification Number	

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None 1 2 3 4 5 6

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

**Request for Proposal #939
Language Interpretation and Translation Services**

Attachment B: LETTER OF INTEREST

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Misty.Davis@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

**Request for Proposal #939
Language Interpretation and Translation Services**

Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
HDC.XXXX**

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CONTRACTOR

Address, Address 2, City, State, Zip

Service Description: Language Interpretation and Translation Services
 RFP: RFP #939 Language Interpretation and Translation Services
 Supplier Contract Number: SCN0000XXXX
 Contract Name: CCPH <contractor name> Language Interpreter HDC.XXXX
 Contract Period: January 1, 2026-December 31, 2027
 Total Contract Amount: \$50,000.00

County Contacts		
Program	Fiscal	Contract
Marissa Armstrong 564.397.7307 Marissa.Armstrong@clark.wa.gov	Kayla Mobley 360.397.8235 Kayla.Mobley@clark.wa.gov	Holly Barnfather 360.949.6965 GCT@clark.wa.gov

Contractor Contacts		
Program	Fiscal	Contract
Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com

By signing below, Clark County, hereinafter referred to as "County," and _____, hereinafter referred to as "Contractor," agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR

COUNTY

Contractor Name, Title Date

Kathleen Otto, County Manager Date

APPROVED AS TO FORM ONLY:

Amber Smith Date
Deputy Prosecuting Attorney

EXHIBIT A

TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning January 1, 2026, and ending December 31, 2027. County reserves the right to extend the contract five (5) two (2) year periods, with the same terms and conditions, upon a written amendment to this Contract signed by both parties.
3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice, according to the schedule set forth in Exhibit B, Fee Schedule. The parties mutually agree that in no event may the billing amount exceed \$50,000.00 without prior approval of the County and upon a written amendment to this Contract signed by both parties. Contractor agrees to never charge a client that County requests services for. This Contract is contingent upon funding being available for the term of the Contract and the Contractor shall have no right of action against the County in the event that the Contractor is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to the County or lack of sufficient funding of the County for this Contract. Any work performed prior to effective date of this Contract will be at the sole expense and risk of the Contractor.
 - 3.1. The invoice shall include:
 - 3.1.1. Payee information, (Agency Name, Address, phone/email)
 - 3.1.2. Invoice date
 - 3.1.3. Period of services included on invoice
 - 3.1.4. Invoice number
 - 3.1.5. Supplier Contract Number: SCN0000XXXX
 - 3.1.6. Payor information:

Clark County Public Health
Attn: CHAP
PO BOX 9825
Vancouver, WA 98666
 - 3.1.7. CCPH requestor name
 - 3.1.8. CCPH program
 - 3.1.9. Client name
 - 3.1.10. Date and time of service
 - 3.1.11. Duration of service

EXHIBIT A

- 3.1.12. Amount charged
- 3.2. Invoices shall be submitted monthly.
- 3.3. Invoices shall be sent electronically to: CHAP@clark.wa.gov.
4. Price Adjustment. The Contractor is not prohibited from requesting a price increase on its services offered under the contract. The County is not prohibited from requesting a price reduction on those services during the initial term or any subsequent options that the County may agree to exercise. If agreement is reached to extend this contract beyond the initial two (2) year period, either party shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previously published twelve (12) month period at the time of renegotiation.
5. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination, the Contractor will provide all work products and working documents developed within the effective term of the contract.
6. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.
7. Indemnification/Hold Harmless. The Contractor shall defend, indemnify, and hold the County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent acts, errors, or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials,

EXHIBIT A

employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

8. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
9. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, federal, or state legislation that is now or may during the term of this contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
10. Contract Documents. The contract documents included in this contract include Exhibit A, Scope of Work, Exhibit B, Interpreter Fee Schedule, Exhibit C, Business Associate Agreement, Exhibit D, Special Terms and Conditions, and Exhibit E, Proposal. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
11. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.
12. Changes. County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties, and incorporated in the written amendments to the Contract.

EXHIBIT A

13. Public Records Act. Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper, or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request from the public to the Contractor, Contractor shall, within two business days, notify Clark County of receipt of the request by providing a copy of the request to the Clark County Public Records Officer.
14. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
15. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
16. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.
17. Insurance.
 - 17.1. Commercial General Liability Insurance. The Contractor specifically confirms and warrants that it has commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason.

EXHIBIT A

- 17.2. Professional Liability. The Contractor shall obtain, at Contractor's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of its errors and omissions. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract term. At all times, Contractor's policy, limits, and coverage will be primary and non-contributory as respect to the Contractor.
- 17.3. Automobile. If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The policy shall cover all hired, owned, and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit.
- 17.4. Primary and Non-Contributory. Contractor's insurance coverage shall be primary insurance as it relates to County, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.
- 17.5. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.
- 17.6. Worker's Compensation. As required by the industrial insurance laws of the State of Washington.
- 17.7. Proof of Insurance. The Contractor shall provide ACORD certificate(s) which includes the requirements listed above and shall assure that Clark County is listed as an additional insured. All policies must have a Best's Rating of A-VII or better. Failure to

EXHIBIT A

provide County proof of insurance within fifteen (15) days upon Contract execution is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph five (5) above.

18. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
19. Force Majeure. Neither party will be liable for failure nor delay performing obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or act of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
20. Debarment or Exclusion. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.
21. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

EXHIBIT A

22. Equipment and Supply Purchases. Equipment and unused supplies purchased by the Contractor for use by the Contractor or its subcontractors during the term of this Agreement using federal funds, in whole or in part, shall be the property of the Contractor, unless otherwise stated in this Agreement. The use, management and disposal of the equipment must comply with federal requirements. These requirements are found in the Office of Management and Budget's (OMB's) Uniform Guidance, Title 2 Code of Federal Regulations Part 200 (2 CFR 200) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or are included in the federal funding agency's regulations. Equipment and unused supplies purchased by the Contractor for use by the Contractor or its subcontractors during the term of this Agreement using non-federal funds, in whole or in part, shall be the property of the Contractor, unless noted otherwise in the Statement of Work, attached hereto as Exhibit A.

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**EXHIBIT A
STATEMENT OF WORK**

1. Background/Purpose

Clark County Public Health (CCPH) protects community health by improving access to healthy foods, clean water, health care, and neighborhoods that are safe for walking and biking. CCPH controls disease outbreaks through vaccination efforts, early detection, and swift response. Additionally, CCPH works to ensure every child gets a healthy start. To promote a healthier environment, we reduce environmental waste and contamination. As a reliable local source for public health information, services, data and policy, CCPH partners with organizations and people throughout the region to achieve our vision of active, healthy families and people of all ages, abilities and cultures living, playing and working in thriving communities.

CCPH endeavors to provide equal access to services, information and opportunities for all residents, regardless of preferred language or hearing ability. In that pursuit, CCPH contracts for language services, with multiple vendors, to provide translation and in-person, telephonic, and video remote interpreter services in environmental public health (e.g., food establishments, recreational water facilities), medical, social service, and in-home settings for clients and providers with limited English proficiency. CCPH also contracts with vendors to provide in-person and video remote American Sign Language interpreter services for clients and providers who are deaf or hard of hearing.

2. Mandatory/Minimum Requirements

2.1. Contractor shall ensure that interpreters:

- 2.1.1. Comply with the Washington State Department of Social and Health Services (DSHS) Language Interpreter and Translator Code of Professional Conduct. Interpreter/Translator Code of Professional Conduct, currently located: [Language Interpreter and Translator Code of Professional Conduct](#).
- 2.1.2. Complete a HIPAA for Medical Interpreters training. One example is [HIPAA For Medical Interpreters](#) offered by MasterWord Institute.
- 2.1.3. Comply with the Minimum Necessary standard to any use or disclosure of PHI necessary to achieve the purposes of this Contract. See [45 CFR 164.514 \(d\)\(2\) through \(d\)\(5\)](#).

3. Language Services

3.1. In-person interpreter services – spoken languages

- 3.1.1. In-person (physical onsite) interpretation of spoken languages.
- 3.1.2. Contractor shall ensure that interpreter:
 - 3.1.2.1. Provides simultaneous or consecutive interpretation, as requested by CCPH, and remains professional, objective and neutral throughout the meeting.
 - 3.1.2.2. Relays information in its entirety with the meaning preserved throughout the conversation.
 - 3.1.2.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.

EXHIBIT A

- 3.1.2.4. Arrives at least five minutes prior to the scheduled interpreting session.
- 3.1.3. Contractor will be entitled to a minimum of two hours of compensation at the hourly rate regardless of assignment length.
- 3.1.4. After the two-hour minimum is met, assignment times will be rounded up to the nearest quarter hour and be billed in 15-minute increments of the hourly rate.
- 3.1.5. Hourly rates included in Exhibit B include all fees (e.g., mileage, travel time).
- 3.2. Telephonic interpreter services – spoken languages
 - 3.2.1. Interpretation of spoken languages delivered via on-demand and pre-scheduled telephone services.
 - 3.2.2. Contractor shall ensure that interpreter;
 - 3.2.2.1. Provides consecutive interpretation and remains professional, objective and neutral throughout the meeting.
 - 3.2.2.2. Relays information in its entirety with the meaning preserved throughout the conversation.
 - 3.2.2.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.
 - 3.2.3. On-demand and pre-scheduled telephonic interpreter assignments will be rounded up to the nearest full minute and billed at the rates per minute included in Exhibit B.
- 3.3. Video remote interpreter services – spoken languages
 - 3.3.1. Interpretation of spoken languages delivered via on-demand and/or pre-scheduled video remote services.
 - 3.3.2. Contractor shall ensure interpreter:
 - 3.3.2.1. Provides consecutive interpretation and remains professional, objective and neutral throughout the meeting.
 - 3.3.2.2. Relays information in its entirety with the meaning preserved throughout the conversation.
 - 3.3.2.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.
 - 3.3.3. On-demand and pre-scheduled video remote interpreter assignments will be rounded up to the nearest full minute and billed at the rates per minute included in Exhibit B.
- 3.4. In-person interpreter services – American Sign Language (ASL)
 - 3.4.1. In-person (physical onsite) interpretation of American Sign Language.
 - 3.4.2. Contractor shall ensure interpreter:
 - 3.4.2.1. Provides simultaneous or consecutive interpretation, as requested by CCPH, and remains professional, objective and neutral throughout the meeting.
 - 3.4.2.2. Relays information in its entirety with the meaning preserved throughout the conversation.
 - 3.4.2.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.
 - 3.4.3. Contractor will be entitled to a minimum of two hours of compensation at the hourly rate regardless of assignment length.
 - 3.4.3.1. After the two-hour minimum is met, assignment times will be rounded up to the nearest quarter hour and be billed in 15-minute increments of the hourly rate.

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- 3.4.3.2. Hourly rates included in Exhibit B shall include all fees (e.g., mileage, travel time).
- 3.4.4. Interpreter is to arrive at least five minutes prior to the scheduled interpreting session.
- 3.5. Video remote interpreter services – American Sign Language (ASL)
 - 3.5.1. American Sign Language interpretation delivered via on-demand and/or pre-scheduled video remote services.
 - 3.5.2. Contractor shall ensure interpreter:
 - 3.5.2.1. Provides simultaneous or consecutive interpretation, as requested by CCPH, and remains professional, objective and neutral throughout the meeting.
 - 3.5.2.2. Relays information in its entirety with the meaning preserved throughout the conversation.
 - 3.5.2.3. Does not paraphrase, edit or omit information which may change the meaning of CCPH's and/or client's statements.
 - 3.5.3. On-demand and pre-scheduled video remote interpreter assignments will be rounded up to the nearest full minute and billed at the rates per minute included in Exhibit B.
- 3.6. Written translation services
 - 3.6.1. Translation of written content into target language(s) at the same reading level as the source content and shall not paraphrase or omit information which may change the meaning of the content.
 - 3.6.2. Contractor will ensure translated content is:
 - 3.6.2.1. Culturally and linguistically competent.
 - 3.6.2.2. Reviewed for grammatical, spelling and punctuation issues.
 - 3.6.2.3. Maintains consistent use of style and terminology.
 - 3.6.3. Written translation fees will be assessed per word based on the English word count.
 - 3.6.4. Per word rate listed in Exhibit B shall include translation and contractor review/proofreading of translated content.
 - 3.6.5. Fees for additional services (e.g., desktop publishing, same-day translation services) and project minimums shall be included in Exhibit B.
 - 3.6.6. Contractor must accept or reject the translation project within 24 hours of submittal.
 - 3.6.6.1. When accepting a project, Contractor must provide CCPH with quoted cost and timeframe for completing the project.

4. Special Requirements

- 4.1. Contractor shall:
 - 4.1.1. Accept or reject an interpreter appointment request within 48 hours of submittal.
 - 4.1.1.1. Cancellations with more than 24 hours' notice, neither party shall be penalized.
 - 4.1.1.2. Cancellations by CCPH with less than 24 hours' notice, Contractor is entitled to the hourly rate for the length of the scheduled appointment.
 - 4.1.1.3. Cancellations by Contractor with less than 24 hours' notice, Contractor is obligated to replace the interpreter.
 - 4.1.1.3.1. If a replacement interpreter cannot be found, then Contractor shall be assessed a fee of 2% of their quoted rate for the scheduled appointment, as a credit to the account. The credit shall be applied to the same program which scheduled the appointment.

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- 4.1.2. Provide CCPH with instructions for requesting services and, where applicable, training resources for how to access Contractor's telephonic services and online scheduling applications.
 - 4.1.2.1. Training may be provided in multiple formats, including but not limited to webinar trainings, short video clips and written instructions. Service applications must be intuitive and user-friendly.
 - 4.1.3. Provide customer service via email and phone during normal business hours, 8:00 a.m. to 5:00 p.m. PST.
 - 4.1.4. Provide a written response to all service issues reported by CCPH within two (2) business days of receiving the reported issue.
 - 4.1.5. Provide full resolution within five (5) business days of receiving a reported issue by CCPH.
 - 4.1.5.1. If Contractor is unable to resolve issues in five (5) business days, Contractor shall submit a response on day five with a progress update and its plan to resolve the issue.
 - 4.1.6. Ensure that technical issues (i.e., issues related to contractor's telephonic or video remote application or other related system that prevents business as usual) are resolved in a timely manner.
 - 4.1.7. Initiate resolution of technical issues within 24 hours.
 - 4.1.8. Provide CCPH a written response within two (2) calendar days from initial contact, detailing the technical issue and Contractor's resolution plan.
 - 4.1.9. Provide full resolution in five (5) calendar days or less.
- 4.2. For in-person interpreter services, Contractor shall ensure:
 - 4.2.1. Interpreter dresses in business casual attire, or attire as specified by CCPH in advance.
 - 4.2.2. Interpreter provides in-person services in the location that CCPH has identified to communicate with their clients.
 - 4.2.2.1. This may include, but is not limited to, client homes, business offices, restaurants, or medical office locations.
 - 4.3. For telephonic and video remote interpreter services, Contractor shall ensure:
 - 4.3.1. Interpreter provides services from a home-based office or office location only.
 - 4.3.2. Interpreter conducts video remote services with a plain backdrop with no distractions in the background.
 - 4.3.3. Interpreter does not conduct telephone or video remote services while commuting or in public areas.

5. Deliverables

- 5.1. Annual Service Delivery Report
 - 5.1.1. This report summarizes the services delivered throughout the year, categorized by CCPH programs and language to assess demand, equity, and operational efficiency.
 - 5.1.2. Organize the data into clear logical sections for easy comprehension using a combination of text, tables, and if appropriate, charts to present the information. The data shall include:
 - 5.1.2.1. The number of each type of services (e.g., in-person, telephonic, video remote, written translation) provided to each CCPH program.

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- 5.1.2.2. Number and type of services provided by language.
- 5.1.3. Highlight significant findings such as:
 - 5.1.3.1. Languages with a growing demand or those that are underrepresented.
 - 5.1.3.2. CCPH programs with the highest/lowest service demands.
 - 5.1.3.3. Languages with increasing/decreasing usage.
 - 5.1.3.4. Any disparities (e.g., underserved languages).
- 5.1.4. Provide recommendations and suggest actionable steps based on the data, to assist with operational efficiency, such as expanding language support for high-demand languages.

5.2. Quarterly Interpreter Service Access Report

- 5.2.1. This report shall detail the number and type of service requests (e.g., in-person, telephonic, video remote, written translation) that were filled, unfilled and canceled.

DELIVERABLE SCHEDULE	DUE DATE
Report Name	Each year by:
Annual Service Delivery Report	January 15 th <i>(each year)</i>
Quarterly Interpreter Service Access Report	April 15 th July 15 th October 15 th January 15 th

**EXHIBIT B
INTERPRETER FEE SCHEDULE**

TYPE OF SERVICE		LANGUAGE TIER <i>LANGUAGES INCLUDED IN EACH TIER</i>	NORMAL HOURS RATE	OUTSIDE NORMAL HOURS RATE
In-Person Interpreting <i>Rate per hour (2-br. minimum)</i>	Tier 1			
	Tier 2			
	Tier 3			

TYPE OF SERVICE	SCHEDULED NORMAL HOURS RATE	OUTSIDE NORMAL HOURS RATE
In-Person ASL Interpreting <i>Rate per hour (2 hr. minimum)</i>		

EXHIBIT A

TYPE OF SERVICE		LANGUAGE TIER <i>LANGUAGES INCLUDED IN EACH TIER</i>	SCHEDULED NORMAL HOURS RATE	SCHEDULED OUTSIDE NORMAL HOURS RATE	ON- DEMAND NORMAL HOURS RATE	ON- DEMAND OUTSIDE NORMAL HOURS RATE
Telephonic Interpreting <i>Rate per minute</i>	Tier 1					
	Tier 2					
	Tier 3					

TYPE OF SERVICE		LANGUAGE TIER <i>LANGUAGES INCLUDED IN EACH TIER</i>	SCHEDULED NORMAL HOURS RATE	SCHEDULED OUTSIDE NORMAL HOURS RATE	ON- DEMAND NORMAL HOURS RATE	ON- DEMAND OUTSIDE NORMAL HOURS RATE
Video Remote Spoken Language <i>Rate per minute</i>	Tier 1					
	Tier 2					
	Tier 3					

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TYPE OF SERVICE	SCHEDULED NORMAL HOURS RATE	SCHEDULED OUTSIDE NORMAL HOURS RATE	ON- DEMAND NORMAL HOURS RATE	ON- DEMAND OUTSIDE NORMAL HOURS RATE
Video Remote ASL <i>Rate per minute</i>				

TYPE OF SERVICE		LANGUAGE TIER <i>LANGUAGES INCLUDED IN EACH TIER</i>	PROJECT MINIMUM	STANDARD	EXPEDITED
Written Translation <i>Rate per word</i>	Tier 1				
	Tier 2				
	Tier 3				

1. Compensation.

- 1.1. No additional charges are permitted unless otherwise specified herein. The rates shall encompass all fees, with no additional charges permitted. This includes, but is not limited to, costs for insurance, payment processing, travel, mileage, or administrative expenses.

**EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT**

Recitals

A. Business Associate provides certain legal services to Covered Entity (the “Services”) which sometimes may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the “HIPAA Privacy Regulations”) and the security regulations (the “HIPAA Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach.** “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. 164.402.

1.2 **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. 164.501.

1.3 **Electronic Protected Health Information or EPHI.** “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 **Individual.** “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

1.5 **Individually Identifiable Health Information.** “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. 160.103.

1.6 **Protected Health Information or PHI.** “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 **Required By Law.** “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. 164.103.

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1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate;

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with 65 F.R. 82505-06; or

2.2.4 to de-identify the PHI in accordance with 45 CFR 164.514(a)-(c).

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third-party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is required by law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

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3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.

3.5 Agents and Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in accordance with 45 C.F.R. 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. 164.404(c).

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3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

4. Obligations of Covered Entity.

4.1 **Requested Restrictions.** Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 **Changes in or Revocation of Permission.** Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 **General.** Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 **Agents; Subcontractors.** Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 **Reporting of Security Incidents.** Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 **HIPAA Security Regulations Compliance.** Business Associate agrees to comply with Subpart C of 45 CFR 164.308, 164.310, 164.312, and 164.316.

6. Term and Termination.

6.1 **Term.** This Agreement shall take effect on the Effective Date (as defined above), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 **Termination for Cause.** If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

EXHIBIT A

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure are feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement and continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, for so long as Business Associate retains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with 42 USC 290dd-2 and 42 CFR Ch. 1, part 2, 2.11 et seq. (the "Federal Drug and Alcohol Regulations") in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate's employees and agents will maintain Covered Entity's patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate's employees and agents will comply, as applicable, with the limitations on disclosure, redisclosure and use set forth in 42 CFR Ch. 1, part 2, 2.16 and 2.53; and

7.4 If necessary, each of Business Associate's employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days' prior written notice to the other party.

EXHIBIT A

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement (“Effect of Termination”) shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party’s assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party’s right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity: Clark County Public Health
Grants and Contracts
CntyHealthGrantContract@clark.wa.gov

If to Business Associate: 

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.11 Effective Date. This Agreement will become effective on the date first written above.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(if applicable)

1. Access, Monitoring, and Inspections. Applicable for contracts that impact public fees.
 - 1.1. Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to the County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.
 - 1.2. Contractor grants the County the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor's records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review, or audit by the County, federal, or state officials during the performance of a Contract with the County and during the period of document retention.
2. Fair Housing and Non-discrimination. Applicable for contracts that involve participant housing, including isolation and quarantine facilities.
 - 2.1. The Contractor shall comply with all local, state, and federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.
 - 2.2. In accordance with the decision in *United States v. Windsor*, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
3. Prevailing Wage. Applicable for public works contracts, such as janitorial, landscaping, maintenance, repairs, construction, etc.
 - 3.1. This Clark County Public Health contract requires prevailing wages under chapter 39.12 RCW. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.
 - 3.1.1. The effective date for prevailing wages on this project will be the prime contractor's bid due date with these exceptions:
 - 3.1.1.1. If the project is not awarded within six (6) months of the bid due date, the award date is the effective date.
 - 3.1.1.2. If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
 - 3.1.1.3. Janitorial contracts follow WAC 296-127-023.
 - 3.2. For janitorial contracts, the rates require annual (contract year) updates with Intent and Affidavit filings.
 - 3.3. Look up the prevailing rates of pay, benefit, and overtime codes from this link:

EXHIBIT A

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

- 3.4. For prevailing wage questions, contact the Dept. of Labor and Industries at PW1@Lni.wa.gov or 360-902-5335.
 - 3.5. Required Prevailing Wage Documents:
 - 3.5.1. On forms approved by the Industrial Statistician of Washington State Dept. of Labor & Industries (L&I), the Contractor shall submit to Clark County Public Health the following for itself and for each firm covered under RCW 39.12 that provided Work and materials for the Contract:
 - 3.5.1.1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” required by RCW 39.12.040. The County will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been provided.
 - 3.5.1.2. A copy of an approved “Affidavit of Prevailing Wages Paid”, required by RCW 39.12.040. The Contracting Agency will not grant Completion (acceptance of the contract) until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms provided.
 - 3.5.1.3. The contractors and subcontractors must submit certified payroll records to L&I as required by RCW 39.12.120.
 - 3.5.1.4. The Contractor shall be responsible for any form filing fees required by L&I.
 - 3.6. Prevailing Wage Unit-priced Contract.
 - 3.6.1. Time. The contract term shall not exceed one (1) year. The county reserves the right to extend the contract for an additional one (1) year period, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
4. Federal Certifications and Assurances. Applicable for contracts (not subaward) that use \$0.01 or greater of federal funds 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II
 - 4.1. Equal Employment Opportunity
 - 4.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

EXHIBIT A

- 4.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 4.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - 4.1.4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 4.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 4.1.7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 4.1.8. The contractor will include the provisions of paragraphs (1.1) through (1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2. Davis Bacon Act and Copeland Anti-Kickback Act
- 4.2.1. The Contractor shall pay their laborers and mechanics minimum wage rates not less than once a week in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as

EXHIBIT A

supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)) as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. §5.5.

- 4.2.2. In addition to the federal wage rate requirements referenced in the section above, Washington state law (RCW 39.12) also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wage rates. By signing this Contract, the Contractor agrees to defend and hold the County harmless from any claims based on alleged failure to pay prevailing wages.
- 4.2.3. The Contractor shall be responsible for the payment of prevailing wages, if applicable, and will demonstrate its compliance by uploading the following documents to the Washington Department of Labor and Industries web portal:
 - 4.2.3.1. A “Statement of Intent to Pay Prevailing Wage” at the start of the project.
 - 4.2.3.2. An “Affidavit of Wages Paid” at the end of the project with the final payment request. The County may withhold final payment on the project until such time as both documents have been received.
- 4.2.4. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 4.2.5. The contractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 4.2.6. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4.3. Contract Work Hours and Safety Standards Act

- 4.3.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 4.3.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3.1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for

EXHIBIT A

each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 4.3.3. Withholding for unpaid wages and liquidated damages. Clark County Public Health) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4.3.4. Each contract in an amount greater than \$100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.
- 4.3.5. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4.4. Clean Air Act and the Federal Water Pollution Control Act

- 4.4.1. Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - 4.4.1.1. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 4.4.1.2. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 4.4.2. Federal Water Pollution Control Act
 - 4.4.2.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - 4.4.2.2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the

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appropriate Environmental Protection Agency Regional Office.

- 4.4.2.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.5. Debarment and Suspension

- 4.5.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 4.5.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4.5.3. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clark County Public Health, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.5.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.6. Byrd Anti-Lobbying Certification

- 4.6.1. Contractor certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 4.6.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 4.6.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4.6.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to

EXHIBIT A

file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.7. Procurement of Recovered Materials

- 4.7.1. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4.7.2. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - 4.7.2.1. Competitively within a timeframe providing for compliance with the contract performance schedule
 - 4.7.2.2. Meeting contract performance requirements; or
 - 4.7.2.3. At a reasonable price.
- 4.7.3. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

4.8. Access to Record

- 4.8.1. The contractor agrees to provide Clark County Public Health, any federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 4.8.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4.8.3. The contractor agrees to provide any federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4.9. Federal Seal, Logo, and Flags

- 4.9.1. The contractor shall not use federal seal(s), logos, crests, or reproductions of flags or likenesses of federal agency officials without specific pre-approval.

4.10. Compliance with Federal Law, Regulations, and Executive Orders

EXHIBIT A

- 4.10.1. This is an acknowledgement that federal financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
- 4.11. No Obligation by Federal Government
 - 4.11.1. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 4.12. Program Fraud and False or Fraudulent Statements or Related Acts
 - 4.12.1. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- 4.13. Rights to Inventions Made Under a Contract or Agreement
 - 4.13.1. When applicable, the contractor must comply with 37 CFR Part 401 - RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS.
5. Federal Acquisition Regulation/E-Verify. Applicable for contracts that are \$25,000 or more.
 - 5.1. Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this contract and shall verify employment eligibility using the E-Verify website throughout the term of this contract.
 - 5.2. If the Contractor has a subcontract in an amount equal to or greater than \$25,000 working in support of this contract, the Contractor is responsible for ensuring the subcontractor provide a DHS MOU or proof of pending application within 30 days after this contract start date.
 - 5.3. Employment eligibility searches must be conducted by the Contractor and its covered subcontractors prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any subcontractors assigned to perform work under this contract.
 - 5.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.
6. Adequate COVID-19 Safety Protocols. Applicable for federally funded contracts that are over the simplified purchase acquisition threshold (\$250,000 or more).

EXHIBIT A

- 6.1. If applicable, Contractor shall, for the duration of the contract, comply with the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors and Guidance on COVID-19 Workplace Safety for Federal Contractors. This clause shall apply to any workplace locations, as specified by the Task Force Guidance, in which an individual is working on or in connection with a Federal Government contract or subcontract (at any tier).
7. County-Issued Equipment or Device. Applicable to contracts when the contractor will be receiving County-owned equipment or devices to complete the contracted work.
 - 7.1. Contractor agrees to take proper care of all equipment or devices issued by the County. Mobile computing, telecommunications, and storage devices include but are not limited to laptop computers, flash drives, external hard drives, cell phones, or any legacy, existing, or future technologies that may be used for mobile computing, telecommunications, or data storage. Upon contract termination or end date, Contractor will return all County property in proper working order within (3) three business days. Contractor agrees that mobile computing, telecommunications, and storage devices should only be used for conducting County business associated with the contract.
 - 7.2. Contractor is required to:
 - 7.2.1. Have a password in place on all devices that can be password-protected.
 - 7.2.2. Take reasonable precautions to protect County hardware, software, and information from theft, damage, and misuse. This includes but is not limited to ensuring that the equipment is securely stored whenever it is not in use; remaining in the possession of the devices as carry-on luggage when the employee is traveling by plane, train, or bus.
 - 7.2.3. Immediately report to County the loss or theft of mobile computing, telecommunications, and storage devices by contacting the Program Manager contact listed in this contract.
 - 7.2.3.1. If the equipment has been stolen, report the theft to appropriate local law enforcement agencies and submit the report to the Program Manager listed above.
 - 7.2.4. Connect networkable devices to the County network at least once per month for inventory and maintenance purposes.
 - 7.2.5. Refrain from installing software applications without proper approval.
 - 7.2.6. Make the devices available to County IS, Telecommunications, or Program Manager upon request.
 - 7.3. Any time a networkable mobile computing device is absent from the network for one month, County will inform the Contractor that it has been identified as missing and needs to be produced for maintenance within three business days. After that time, if the computing device has not been presented, the following steps will be taken:
 - 7.3.1.1. County access, permissions, and privileges assigned to the device will be removed, or disabled.
 - 7.3.1.2. Contractor will be required to surrender all County devices within (3) three business days.

EXHIBIT A

- 7.4. Upon contract expiration or termination Contractor must surrender all County issued mobile computing, telecommunications, and storage devices for which they are responsible.
- 7.5. Contractor will be held financially responsible for lost or damaged equipment or devices and accessories.
- 7.6. Contractor's failure to return equipment or devices as required within (3) three business days will be considered theft and County may pursue any and all legal remedies.

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Exhibit B
Cost Proposal Form

Type of Service		Language Tier <i>Include the languages in each tier</i>	Scheduled Normal Hours Rate		Outside Normal Hours Rate	
In-Person Interpreting <i>Rate per hour (2 hr. minimum)</i>	Tier 1					
	Tier 2					
	Tier 3					
Type of Service			Scheduled Normal Hours Rate		Outside Normal Hours Rate	
In-Person ASL Interpreting <i>Rate per hour (2 hr. minimum)</i>						
Type of Service	Language Tier <i>Include the languages in each tier</i>	Scheduled Normal Hours Rate	Scheduled Outside Normal Hours Rate	On-Demand Normal Hours Rate	On-Demand Outside Normal Hours Rate	
Telephonic Interpreting <i>Rate per minute</i>	Tier 1					
	Tier 2					
	Tier 3					

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Type of Service		Language Tier <i>Include the languages in each tier</i>	Scheduled Normal Hours Rate	Scheduled Outside Normal Hours Rate	On-Demand Normal Hours Rate	On-Demand Outside Normal Hours Rate
Video Remote Spoken Language <i>Rate per minute</i>	Tier 1					
	Tier 2					
	Tier 3					
Type of Service			Scheduled Normal Hours Rate	Scheduled Outside Normal Hours Rate	On-Demand Normal Hours Rate	On-Demand Outside Normal Hours Rate
Video Remote ASL <i>Rate per minute</i>						
Type of Service	Language Tier <i>Include the languages in each tier</i>	Project Minimum		Standard	Expedited	
Written Translation <i>Rate per word</i>	Tier 1					
	Tier 2					
	Tier 3					

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Definitions

- **Language Tiers:** Tier 1: Common languages, Tier 2: Less common, Tier 3: Rare languages.
- **Normal Hours:** Monday-Friday, 8:00 AM – 5:00 PM PST.
- **Outside Normal Hours:** Evenings, weekends, and holidays.
- **Scheduled Service:** Services booked in advance.
- **On-Demand:** Readily available instant interpreter services.
- **Project Minimum:** Minimum charge for each project.
- **Standard:** Projects that aren't expedited.
- **Expedited:** Projects with a same-day request for completion.

Additional Costs

The proposed rates shall encompass all fees, with no additional charges permitted. This includes, but is not limited to, costs for insurance, payment processing, travel, mileage, or administrative expenses.

Terms and Conditions

Please confirm your agreement with the terms and conditions outlined in Exhibit A, Draft Contract, by checking the box provided.

If the terms and conditions in Exhibit A, Draft Contract, are not acceptable, please specify the section(s) and proposed revisions below.

Section(s)	Proposed Revisions