

CLARK COUNTY
STAFF REPORT



DEPARTMENT: The Arthur D. Curtis Children's Justice Center (CJC)

DATE: July 28, 2014

REQUEST:

That Board of Commissioners authorize the County Administrator to renew the agreement with Northwest Interpreter, Inc. (NWI) for from July 2014 through December 2015 o continue providing necessary interpreter services for non-English speaking persons involved in suspected incidents of possible felony-level child abuse in Clark County.

CHECK ONE: X Consent CAO

BACKGROUND

Interpreter service is needed for non-English speaking persons throughout the investigation, prosecution, protection efforts, as well as for service acquisition for the child and family members involved in suspected incidents of child abuse. NWI was chosen because it can ensure court-certified translators, which is needed if the interpreter is compelled as a witness in court proceedings.

COMMUNITY OUTREACH

Although informal interpretation may or may not be available to help with translations for non-English speaking victims, witnesses or family members of child victims of abuse, these will not be adequate should a case need to come through the judicial process. A fully certified interpreter is needed that is and impartial party to the case; therefore community outreach for this service is not applicable. NWI is an established and reputable vendor for this service in the area and is highly recommended by CJC's partner agencies.

BUDGET AND POLICY IMPLICATIONS

This service is grant funded.

FISCAL IMPACTS


Yes (see attached form) No

ACTION REQUESTED

The Board of County Commissioners authorize the execution of this service agreement with Northwest Interpreters, Inc. to provide interpreter services for non-English speaking victims, witnesses and family members of victims at an hourly rate range from \$65 to \$105 and up to \$10,000 annually.

DISTRIBUTION

As needed and upon request for interpreter services by CJC staff.


Name: Mary Blanchette
Title: Executive Director

Approved: August 12, 2014
CLARK COUNTY
BOARD OF COMMISSIONERS

SR 177-14

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FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The Board is requested to authorize a contract to provide interpreter services for child victims, witnesses and family member of victims through this agreement, which will not exceed \$5,000 for the biennium. This agreement period ends December 30, 2015.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
City of Vancouver & Clark County	\$10,000	\$10,000				
Total	\$10,000	\$10,000				

II. A – Describe the type of revenue (grant, fees, etc.)

Grant revenues from Children’s Advocacy Centers of Washington State (CACWA)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Contractual	0.00	\$10,000	\$10,000				
Est. @ 117 hours @ an average of \$85 hourly							
Total	0.00	\$10,000	\$10,000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$10,000	\$10,000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$10,000	\$10,000				

AGREEMENT

This Agreement is entered into by and between **Clark County**, hereinafter referred to as "COUNTY", and **Northwest Interpreters, Inc.**, hereinafter referred to as "NWI".

Whereas, COUNTY would like to utilize services of NWI to provide interpreter referral services to assist the Arthur D. Curtis Children's Justice Center (CJC) staff in communicating with persons whose ability to communicate is limited secondary to auditory deficit; and

Whereas, NWI desires to provide such services;

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONTRACTOR SERVICES

1.1 Services. NWI shall respond as available by telephone request to the clients' locations to provide spoken and sign-language interpreter services.

1.2 Licenses/Certification Requirements. NWI shall be responsible for obtaining and maintaining all licenses, certifications, or other permits as required by law, and COUNTY for itself, its agents and employees to provide the services required by this Agreement, including, but not limited to interpreter certifications by the State of Washington or National Certification accepted by the State of Washington.

In the event NWI utilizes interpreters not meeting the license/certification requirements stated above, NWI shall provide the name(s) of such individual(s) along with tools used by NWI to assess the individual(s) as competent to provide services under this agreement.

1.3 Standards of Health. NWI shall be responsible for complying with COUNTY's standards of health for workers having client contact and for providing COUNTY with results of necessary test results, including, but not limited to tuberculosis testing.

1.4 Governmental Program. NWI warrants and represents that NWI and its employees and agents are not suspended or debarred from participation in any governmental program. NWI shall immediately notify COUNTY of any action, pending or final, relating to the suspension or debarment of NWI or its employees or its agents from any governmental program. NWI shall indemnify COUNTY against any costs or penalties COUNTY may incur arising from any breach of this Section 1.4; such indemnification obligation shall survive the termination or expiration of this Agreement.

1.5 Background Checks. NWI shall perform a criminal background check with respect to its employees and agents who reasonably may have contact with COUNTY clients, access to COUNTY client information, or access to the funds of COUNTY or its clients and provide the results to COUNTY. The criminal background check results shall be reasonably satisfactory to COUNTY.

2. INSURANCE/INDEMNIFICATION

- 2.1 Insurance. NWI shall also provide to COUNTY proof of a professional errors and omissions insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence. It should be an occurrence based policy. If the policy is claims based, then Extended Reporting Period Coverage shall be purchased for three (3) years after the end of the contract.

NWI shall provide to COUNTY a copy of commercial general liability insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.

If NWI or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by NWI through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If NWI does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on NWI letterhead shall be submitted by NWI.

- 2.2 Indemnification. NWI does release, indemnify and promise to defend and save harmless the COUNTY, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the COUNTY, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the NWI specifically agrees to indemnify and hold harmless the COUNTY from any and all bodily injury claims brought by employees of the NWI and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the COUNTY. Provided, however, this paragraph does not purport to indemnify the COUNTY against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the COUNTY, its elected officials, officers, employees and agents.

- 2.3 Survival. The obligations set forth in this Section 2 shall survive the termination or expiration of this Agreement.

3. COMPENSATION

COUNTY shall compensate NWI in accordance with Exhibit A, attached hereto and incorporated by reference herein.

4. **TERM AND TERMINATION**

- 4.1 **Term.** This Agreement shall be in effect as of the date of the last party to sign below and shall continue in effect until December 30, 2015 unless terminated as provided herein.
- 4.2 **Termination.** This Agreement may be terminated at any time by either party hereto, except for interpreter services already in progress.

5. **GENERAL PROVISIONS**

- 5.1 **Relationship of Parties.** In performing the responsibilities described in this Agreement, NWI is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship between COUNTY and NWI. NWI shall be responsible for all applicable state and federal payroll taxes, Social Security withholding, employee benefits and other taxes, expenses, or deductions and for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for services NWI is performing as an independent contractor. NWI shall have no claim against COUNTY for vacation pay, sick leave, workers compensation, unemployment insurance, or employee benefits of any other kind.

NWI shall establish an account with the Washington State Department of Revenue, or other state agencies as required, for the payment of all state taxes normally paid by employers; and shall obtain and maintain a unified business identifier number from the State of Washington; and shall further maintain a separate set of books and records reflecting all items of income and expense of NWI's business.

- 5.2 **Reimbursement.** NWI shall, in connection with this Agreement, cooperate fully with COUNTY by, among other things, generating, maintaining and making available all necessary records, in order to assure that COUNTY will be able to meet all requirements for participation and payment associated with public and private third party payment programs including, but not limited to, matters covered by Section 1861(v)(1)(l) of the Social Security Act.

- 5.3 **Confidentiality.** NWI shall comply with all applicable laws and regulations, and policies and procedures of COUNTY regarding the security, confidentiality, and privacy of information. NWI shall ensure that its employees and agents execute appropriate confidentiality agreements with COUNTY prior to accessing any COUNTY information.

- 5.3.1 NWI further agrees with respect to "Protected Health Information" (PHI) as that term is defined in the "Standards for Privacy of Individually Identifiable Health Information" and the "Security Standards for the Protection of Electronic Health Information" (the "Security Standards") under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to:

- i. Not use or disclose PHI other than as permitted by this Agreement or required by law; NWI is authorized to use PHI solely for the

purpose of carrying out NWI's responsibilities under this Agreement;

- ii. Implement administrative, physical, and technical safeguards to protect the security, confidentiality, integrity, and availability, as those terms are defined at 45 CFR Sec. 164.304, of PHI that NWI creates, receives, maintains, or transmits on behalf of COUNTY, and prevent its unauthorized use or disclosure;
- iii. Promptly notify COUNTY of any use or disclosure of PHI not permitted by this Agreement or any security incident as that term is defined at 45 CFR Sec. 164.304;
- iv. Ensure that any employees, agents, or subcontractors who have access to PHI agree to the same restrictions and conditions as NWI;
- v. Make available to COUNTY within seven (7) working days of a request the information as necessary for the COUNTY to comply with clients' rights to access, amend, and receive an accounting of the disclosures of, their PHI;
- vi. Make available to the Secretary of Health and Human Services the NWI's internal practices, books and records relating to the use and disclosure of the PHI; and
- vii. Upon termination or expiration of this Agreement, return or destroy all PHI, if feasible. If it is not feasible to return or destroy the information because of other obligations or legal requirements, the protections of the Agreement must apply until the information is returned or destroyed, and no other uses or disclosures may be made except for the purposes which prevented the return or destruction of the information.

5.3.2 This Section shall be construed in a manner consistent with any applicable interpretation or guidance regarding HIPAA as now codified or hereinafter amended, issued by the U.S. Department of Health and Human Services or the federal Office of Civil Rights.

5.3.3 The parties agree to negotiate in good faith regarding mutually acceptable and appropriate amendments to this Section as necessary to comply with or give effect to obligations imposed by any change to HIPAA or its implementing regulations. In the event the parties are unable to negotiate a mutually acceptable amendment within One Hundred Eighty (180) days of such a change, either party may terminate this Agreement on Thirty (30) days written notice to the other.

5.3.4 Nothing in this Section shall be construed to confer upon any person other than the parties and their respective successors or assigns any right, remedy, obligation or liability whatsoever, except as expressly set forth herein.

- 5.4 Notices. Any and all notices required or permitted hereunder shall be sent by certified mail, return receipt requested, or by generally recognized electronic service, to the following address or to such other and different addresses as the parties may hereto designate in writing.

COUNTY:

Arthur D. Curtis Children's Justice Center
PO Box 61992
Vancouver, WA 98666
Attn: Mary Blanchette
Phone: 360-397-6002

NWI:

Northwest Interpreters, Inc.
203 SE Park Plaza Drive, #190
Vancouver, WA 98684
Attn: Vic Marcus
Phone: 360-566-0492 ext. 305

- 5.5 Non-Assignability: This Agreement is personal to NWI and may not be assigned nor shall the services be subcontracted to a third party without the prior written approval of COUNTY. In the event of such assignment or subcontract, NWI shall be responsible for the assignee's or subcontractor's compliance with the terms and conditions of this Agreement.
- 5.6 Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- 5.7 Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
- 5.8 Complete Understanding. This Agreement contains the entire understanding of the parties hereto, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Agreement other than those contained herein. This Agreement cannot be modified by course of dealing. All modifications or amendments to this Agreement must be in writing and signed by both parties.
- 5.9 Affirmative Action Responsibilities. As a condition of this Agreement, NWI agrees to take affirmative action with respect to minorities, women, disabled persons, disabled veterans and veterans of the Vietnam War, and comply with the procedures in Executive Order No. 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and their implementing regulations.
- 5.10 Advice of Counsel. Each party hereby acknowledges, (i) having fully read this Agreement in its entirety; (ii) having had full opportunity to study and review this Agreement; (iii) having been advised that counsel for COUNTY has acted solely on COUNTY's behalf in connection with the negotiation, preparation, and execution hereof; (iv) having been advised that all parties have the right to

consult and should consult independent counsel respecting their rights and duties under this Agreement; and (v) having had access to all such information as has been requested.

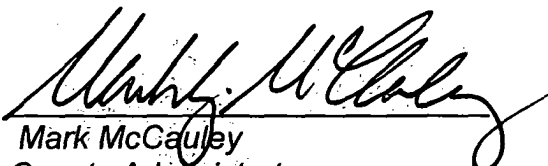
- 5.11 Applicable Law. The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the State of Washington.
- 5.12 Signature Authority. The individuals executing this Agreement represent and warrant that they are competent and capable of entering into a binding contract, and that they are authorized to execute this Agreement on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate original as of the date of the last party to sign below:


APPROVED AS TO FORM ONLY



Prosecuting Attorney's Office



Mark McCauley
County Administrator



Mary Blanchette
Arthur D. Curtis Children's Justice Center (CJC)
Executive Director



Vic Marcus
Northwest Interpreters, Inc.
Vice President, Business Development

**Exhibit A
Compensation**

Services provided for: Arthur D. Curtis Children's Justice Center

I. EFFECTIVE PERIOD AND PAYMENT TERMS	
Effective Period 7/1/2014 to 6/30/2015	Payment Terms Net 30 days; Interest @ +1.0% per month after 30 days

II. SERVICE FEES - On-site Interpretation (Non-Court Certified)		
Tier 1 – In-Person (On-Site) / Spoken Languages Spanish	Tier 1 – Rates (Days) \$ 40.00 / hour	Tier 1 – Rates (Nights/Weekends/Holidays) \$ 45.00 / hour
Tier 2 – In-Person (On-Site) / Spoken Languages All Other Languages	Tier 2 – Rates (Days) \$ 45.00 / hour	Tier 2 – Rates (Nights/Weekends/Holidays) \$ 50.00 / hour
ASL – In-Person (On-Site) / Sign Language ASL - American Sign Language	ASL – Rate (Days) \$ 75.00 / hour	ASL – Rate (Nights/Weekends/Holidays) \$ 85.00 / hour
Other Related Charges (Actual Cost) Parking Fees	Mileage Rate (or Current Federal Rate) \$ 0.560 / mile	Scheduling Rush Charge 20 % / encounter

III. SERVICE FEES - On-site Interpretation (Court Certified)		
Tier 1 – In-Person (On-Site) / Spoken Languages Spanish	Tier 1 – Rates (Days) \$ 65.00 / hour	Tier 1 – Rates (Nights/Weekends/Holidays) \$ 75.00 / hour
Tier 2 – In-Person (On-Site) / Spoken Languages All Other Languages	Tier 2 – Rates (Days) \$ 75.00 / hour	Tier 2 – Rates (Nights/Weekends/Holidays) \$ 85.00 / hour
ASL – In-Person (On-Site) / Sign Language ASL - American Sign Language	ASL – Rate (Days) \$ 95.00 / hour	ASL – Rate (Nights/Weekends/Holidays) \$ 105.00 / hour
Other Related Charges (Actual Cost) Parking Fees	Mileage Rate (or Current Federal Rate) \$ 0.560 / mile	Scheduling Rush Charge 20 % / encounter

IV. SERVICE FEES - Over-the-phone Interpretation		
OPI – Over-the-Phone / Spoken Languages All Spoken Languages	OPI – Rate (24/7/365) \$ 1.20 / minute	TTY/TTL – Rate \$ 2.00 / minute

V. SERVICE FEES - Document Translation		
Document (Written) Translation From and into English	Document Translation - Rates \$ 0.18 to 0.32 / word	Minimum Fees \$ 65.00 to 95.00 / project
Desktop Publishing/DTP (Typesetting/Formatting) From and into English	DTP - Rate \$ 65.00 / hour	Minimum Fee \$ 65.00 / project
Other Related Charges Will quote on per project basis		

PAYMENT TERMS AND CONDITIONS

A. **Billing:** For all in-person encounters, Requestor will be billed for one-hour minimum or for the scheduled block of time, whichever is greater. Scheduled time is calculated in block increments. In-person spoken language encounters are billed in 15-minute block increments. In-person sign language encounters are billed in 30-minute block increments. Over-the-phone encounters are billed in one-minute block increments. Pre-scheduled over-the-phone encounters may be subject to a pre-scheduling fee. Document translation services are billed according to preapproved estimates provided by NWI to the Requestor. All payments shall be in U.S. dollars. Terms of sale are net 30 days of invoice, unless otherwise agreed in writing. All overdue amounts shall bear interest until paid at 1% per month or at the highest applicable lawful rate, whichever is lower. Requestor shall pay all collection cost of NWI including agency fees and/or attorney fees, in collection efforts for overdue amounts, whether or not a lawsuit is filed, including such fees at trial and on appeal.

B. **No-Shows/Untimely Cancellations:** No-shows or untimely cancellations by the Requestor (or the Requestor's clients) will be billed for in accordance with Section VI (A) above. No-shows by the Requestor or Requestor's clients are considered untimely cancellations. There is a one-hour minimum charge for all untimely cancellations. For in-person spoken language encounters, an untimely cancellation is any encounter that is cancelled 24-business hours or less prior to the scheduled encounter start time. For in-person sign language encounters, an untimely cancellation is any encounter that is cancelled 48-business hours or less prior to the scheduled encounter start time. NWI business hours are 8:00 AM to 5:00 PM (PST), Monday through Friday, excluding federal holidays.

C. **Applicable Service Hours:** Day time (Days) service hours are Monday through Friday, 7:00 AM to 7:00 PM local time. Night, weekend and holiday services hours are all hours outside of day time service hours. Holiday rate applies to in-person encounters scheduled on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

D. **Mileage and Other Related Charges:** NWI will attempt to locate interpreters closest to the Requestor's place of service. Interpreters, at their discretion, may claim mileage and travel time for which NWI will bill the Requestor in accordance to the rates in Sections II & III above. Mileage is generally claimed for the roundtrip (origin to Requestor, back to origin). Other related charges may include, but not limited to, parking fees, ferry fees and tolls.

E. **Scheduling Rush Charge:** In-person spoken language encounters scheduled for the same day are subject to the scheduling rush charge. In-person sign language encounters requested 24-business hours or less prior to the scheduled start time are subject to the scheduling rush charge. Scheduling rush charge will be assessed on per encounter basis. Scheduling rush charge is specified in Sections II & III above.

F. **Document Translation Related Charges:** The rates specified in Section V include translation, proofreading, basic typesetting, quality assurance and project management. Advanced typesetting (InDesign, Illustrator, QuarkXPress, and Publisher) is provided at the rate specified in Section V. Additional fees for translation related services will be quoted on per project basis.