

Professional Services Contract
Columbia Language Services
HDC.1237

THIS CONTRACT, entered this 1st day of February 2019, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and COLUMBIA LANGUAGE SERVICES, after this called "Contractor."

W I T N E S S E T H

WHEREAS, the contractor has been chosen through a competitive bid process by the County RFP #4702 and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning February 1, 2019 and end January 31, 2021. The resulting contract may be extended upon the mutual written consent of both parties for three (3) one (1) year periods.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice and submit monthly itemized invoices to include the name of requesting Clark County Staff person, client name and reflect the hours and amounts categorized by each CCPH program. The parties mutually agree that in no event may the amount billing exceed \$40,000.00 without prior approval of the County.

4. 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. 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.

5. 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.

6. Indemnification / Hold Harmless. The Consultant 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 Consultant 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 Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

7. 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.

8. 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.

9. Contract Documents: Contract documents consist of this Contract, Exhibit A which includes a scope of work, and Exhibit B which consists of a proposal based on RFP #4702. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. 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.

11. 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.

12. 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, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. 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.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. 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 it, or shall perform services as

an independent contractor with it, in the performance of this Contract.

16. 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.

17. 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.

18. Insurance/Bond.

A. **Commercial General Liability (CGL) Insurance:** 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. This policy will 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.

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 contractor 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. It is the contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

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

IN WITNESS THEREOF, County and the Contractor have executed this contract
on the date first above written.

DocuSigned by:
CLARK COUNTY

Shawn Hennessee

2/19/2019

020976145587476...

Shawn Hennessee, County Manager

DocuSigned by:
COLUMBIA LANGUAGE SERVICES

Svetlana Linchuk

2/13/2019

52DC83AC60EB457...

By

svetlana Linchuk

Svetlana Linchuk

President

APPROVED AS TO FORM ONLY
ANTHONY F GOLIK
PROSECUTING ATTORNEY

DocuSigned by:

Amanda Migchelbrink

2/13/2019

F6B2CB11526542F...

Amanda Migchelbrink, Deputy Prosecuting Attorney

Exhibit A Scope of Work

Contractor must comply with the following criteria:

- A. **Interpreters that are certified by Washington State Department of Social and Health Services (DSHS).**
- B. Comply with DSHS Interpreter/Translator Code of Professional Conduct.
- C. Demonstrate capacity (languages and staffing) to provide services.
- D. Shall assure services are provided in a culturally competent manner.
- E. Assure interpreters meet CCPH requirements regarding immunization status, training in blood borne pathogens and respiratory protection.
- F. Have the capacity to provide services in the event of a large scale Public Health emergency response. (i.e. mass immunization pods/clinics).
- G. Assure clients will not be billed for any service requested by CCPH.
- H. Submit monthly itemized invoices to include the name of requesting Clark County Staff person, client name and reflect the hours and amounts categorized by each CCPH program.
- I. Provide an end-of-year language / program usage report.
- J. Provide HIPAA/confidentiality training for all interpreters.

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.

County Performed Work:

CCPH accounts payable staff will ensure that the monthly invoice received are paid according to the contracted rates.

Exhibit B



Part 2 – Project Team

Columbia Language Services is a language services company headquartered in Portland, Oregon. We opened for business in December of 1994. From the beginning, we set for ourselves the highest standards of quality and professionalism. We achieved our goal to build a well-organized agency that delivers consistently excellent, professional, and timely service in many languages. This helped us secure and retain the best people available and earn an excellent reputation among language professionals as well as customers. At the present time we offer on-site interpreting services throughout Washington and Oregon states, telephonic and written translations – nationwide.

- We provide language services in following modes:
 - On site spoken languages and American Sign Language
 - Telephonic for spoken languages
 - Video remote interpreting for ASL and spoken languages
 - Written translations for printed and electronic materials
- Customized software that streamlines scheduling, billing, and reporting tasks
- 24-hr., 7-day availability for any urgent requests.
- For emergencies in most instances we can have an interpreter on site **within 60 minutes**, over the phone within 1 minute.

1. On-site Language Interpreting (See language list)

| Language | Number of WA DSHS certified interpreters | Total number of interpreters including Oregon, Nationally, Court Certified and qualified |
|---------------------------|--|--|
| 1. American Sign Language | 30 (RID Certified) | 32 |
| 2. Spanish | 50 | 125 |
| 3. Russian | 37 | 60 |
| 4. Arabic | 2 | 21 |
| 5. Armenian | 0 | 1 |

| | | |
|-------------------------------|---|----|
| 6. Bahtu | 0 | 1 |
| 7. Bosnian/ Croatian/ Serbian | 3 | 6 |
| 8. Burmese | 0 | 2 |
| 9. Cambodian | 2 | 2 |
| 10. Chao-Zhou | 0 | 1 |
| 11. Cebuano | 0 | 1 |
| 12. Chinese-Cantonese | 7 | 12 |
| 13. Chinese-Mandarin | 6 | 13 |
| 14. Chuukese | 0 | 1 |
| 15. Dari | 0 | 2 |
| 16. Farsi | 1 | 6 |
| 17. French | 0 | 2 |
| 18. Fuchounese | 0 | 1 |
| 19. Fukienese | 0 | 1 |
| 20. Georgian | 0 | 2 |
| 21. German | 0 | 1 |
| 22. Gujarati | 0 | 1 |
| 23. Hebrew | 0 | 1 |
| 24. Hindi | 1 | 5 |
| 25. Indonesian | 0 | 1 |
| 26. Japanese | 0 | 3 |
| 27. Kinyarwanda | 0 | 1 |
| 28. Kirundi | 0 | 1 |
| 29. Korean | 1 | 4 |
| 30. Laotian | 1 | 2 |
| 31. Lithuanian | 0 | 1 |
| 32. May May | 0 | 2 |
| 33. Polish | 0 | 1 |
| 34. Portuguese | 0 | 2 |
| 35. Punjabi | 0 | 5 |
| 36. Romanian | 4 | 8 |
| 37. Shanghainese | 0 | 1 |
| 38. Somali | 0 | 2 |
| 39. Swahili | 0 | 1 |
| 40. Tagalog | 0 | 2 |
| 41. Thai | 1 | 1 |
| 42. Taiwanese | 0 | 1 |

| | | |
|---------------------------|------------|------------|
| 43. Toisanese | 0 | 1 |
| 44. Taishanese | 0 | 1 |
| 45. Ukrainian | 8 | 16 |
| 46. Urdu | 0 | 1 |
| 47. Vietnamese | 4 | 14 |
| Total Interpreters | 128 | 340 |
| Total Languages | 16 | 47 |

Our language list is updated often, as we are continually recruiting new interpreters. If you need an interpreter for a language that is not on this list, we may yet have a resource and be able to help you.

Part 3 - Capabilities

We are committed to maintaining and enhancing high quality of our services. Quality assurance begins with finding qualified, serious candidates and training them well.

Our testing, Oregon and Washington State and National Certification ensure that our interpreters possess an adequate level of linguistic and cultural competence and familiarity with specialized terminology and professional standards.

As our over 20 years of work under contract with the Washington state implies, we have ample experience working in hospitals, clinics, and medical home visits, as well as treatment and counseling programs in the areas of mental health and substance abuse treatment and rehabilitation.

We are providing services for the 7 major hospitals in the area, and are able to handle a large volume of calls for both on-site and telephone. On average we provide interpreters for 150 on-site appointments per day and 230 phone interpreting calls.

Some of our customers to whom we provide similar services are:

- Agency on Aging of SW – over 15 years
- State of Washington (varies programs) – over 20 years
- Legacy Health – over 10 years
- Evergreen School District – over 20 years
- Peace Health – over 20 years

We comply with all state requirements for interpreter testing, certification, TB testing, immunization requirements, and airborne pathogen and HIPAA training. Proof of all these requirements needs to be made available to us by all interpreters to keep on file prior to providing interpreting services.

All our interpreters go through mandatory annual background checks on. We do not employ or contract with anyone who has a criminal record. The relevant documents are kept in our files and are available to customers upon request. Interpreters are also required to wear a Columbia Language Services photo ID badge at all assignments.

Part 4 – Project Management

Request for Services

Service request can be placed at your preference by:

1. On-line at Columbia Language Services Portal:
This request method makes it easy for your staff to place request, see the schedule for all requests they submitted, receive email notifications as soon as interpreter assign or changes made. Cancel or change appointment on-line at any time.
2. Over the phone:
Our friendly operator will take your request and give you a reference number for the job. If you are setup as a user in our portal you can check your job status on line, we will confirm interpreter at the time of the request over the phone or give you a call back.
3. Fax:
You can create your own request form or we provide one for you. We will contact you with job number and status of the request
We adjust and customize request process for our customers based on their needs.

Billing and Reporting

You can access your reports and billing on line, or we can provide it for you in electronic or hard copy format. As well you can choose to sign/approve your interpreter time electronically or on paper form.

We have all data stored electronically in HIPAA approved protected data base, which can be delivered to you at your request or provided periodically as requested.

Billing and reports format is customizable to fit your needs, it contain all information you need for services provided including but not limited to:

Date/time; duration, language, interpreter, location, department/program, requester. It can be grouped program, date, language or any other filter/field.

If needed we provide training for your on-line users: in person, over the phone or by webinars.

Telephone Language Interpreting

For telephonic interpreting in addition to the languages and the number of interpreters listed above, we also subcontract with other agencies as a backup for calls we don't have interpreters available. This allows us to provide over 100 languages over the phone.

Written translations

At the present time we contract with over 200 translators for over 40 languages. The greater part of our translation work is performed by freelance translators located in various parts of the country. In assessing the resumes we receive from translators and choosing translators for specific projects, we look specifically for indication that a translator is current in their target and source languages, current national or state certifications. Some such criteria are: recent work in various fields, and active membership and/or accreditation from the American Translators' Association. We use ATA-accredited (highest level of certification) translators exclusively for language pairings accredited by that organization. Over the years, we have developed a file of translators who have proven their reliability time after time.

Columbia Language Services is committed to providing equal opportunity in the administration of the proposed contract, and its subcontracts or other agreements.

This quotation was prepared solely by Svetlana Linchuk
Columbia Language Services, Inc. President

January 22, 2019



Part 5 – List of Services and Pricing

| Service | Rate | Minimum | Cancellations |
|--|--|---|--|
| On-site Spoken Languages (all languages) | \$44.00 per hour 15 minutes increments rounded up | 1 hour | 24 hours business hours 1 hour minimum |
| On-site American Sign Language | \$70 per hour, 30 minutes increments | 2 hour minimum or time scheduled | 24 hours business hours 2 hours or for the time scheduled |
| Telephonic interpreting | \$1.10 per minute | 1 min per call or \$35.00 per month | N/A |
| Written translation | Per project estimate \$.18 - \$.25 per word based on language | Russian and Spanish - \$50.00 per project Other languages - \$100.00 per project | If cancelled after being approved and work has already started – will charge only for work already done. No charge if translation work is not started. |
| Spoken Languages Conference/ Simultaneous interpreting | \$65.00 per hour 30 minutes increments | 2 hours minimum | 24 hours business hours 2 hours or for the time scheduled |

Svetlana Linchuk
President

January 22, 2019

Columbia Language Services