



COPY

Richard Swift  
Interim Director

July 9, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a renewal Professional Services Agreement with  
Passport to Languages for interpretation services at the Clackamas County Health Centers

<b>Purpose/Outcomes</b>	Passport to languages provides phone and on-site interpretation services to the Clackamas County Health Centers.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum is \$185,000.
<b>Funding Source</b>	Fee for service. No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	The Board last review was March 5, 2015 agenda item 030515-A-3
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	7261

**Background:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services requests the approval of a Professional Services Agreement with Passport to Languages for interpretation services at the Clackamas County Health Centers.

Due to the staff lay-offs in the Health Centers Division there are no longer on-site interpreters available. CCHCD utilizes this interpreter services to adequately meet the needs of its diverse client base. The maximum value of this contract to \$185,000. The Agreement is effective July 1, 2015 and terminates June 30, 2016.

**Recommendation**

We recommend approval of this amendment and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

Richard Swift, Interim Director

# PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICE CONTRACT

## Contract #7261

This contract is between Clackamas County acting by and through its Health, Housing, and Human Services Department, hereinafter called "COUNTY", and PASSPORT TO LANGUAGES, hereinafter called "CONTRACTOR".

### I. SCOPE OF SERVICES

#### A. CONTRACTOR agrees to accomplish the following work under this contract:

1. Provide interpretation services for COUNTY consumers in accordance with the procedures as described in Exhibit 1 attached.
2. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.
3. CONTRACTOR agrees to direct bill OHP clients.
  - a. Contractor will verify each client to confirm eligibility
  - b. Obtain OHP information at time of scheduling to identify the insurance type

#### B. Services required under the terms of this agreement shall commence July 01, 2015. This agreement shall terminate June 30, 2016.

### II. COMPENSATION AND RECORDS

#### A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I as follows:

1. The rate for telephone interpreting in all languages and at all hours is \$.95 per minute. For all connected calls there is a 5 minute minimum charge per call. There are no minimum monthly usage requirements for this program.
2. On-site interpreting is \$29.50 per hour. One-hour minimum, billed in 15-minute segments, (rounded up to the nearest quarter hour after the first hour).
3. If an appointment is canceled less than 24 hours before the stated appointment time, or if the patient does not show for the stated appointment, the interpreter will be paid for the requested time (minimum of 1 hr).
  - a) Public Health home visits: If an appointment is canceled less than 4 hours before the stated appointment time the interpreter will be paid for 2/3 the cost of the requested time. (minimum of 1 hr).
4. Written translations are \$45.00 per hour with a 1 hour minimum.
5. Sign Language is \$65.00 per hour. One-hour minimum, billed in 15-minute segments, (rounded up to the nearest quarter hour after the first hour/video available at same price).

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6. Video Interpreting – (IN TOUCH) (Polycom PVX also available)  
Spanish 24/7 – with gender preference - \$30/ per half hour.
7. All other languages must be scheduled 24 hours in advance:
  - o All other languages video- \$30.00 per HALF hour/ on site at Passport Studio.
  - o American Sign language video – \$70 per hour / on site at Passport Studio; One-hour minimum, billed in 15 minute segments, (rounded up to the nearest quarter hour after the first hour).

The total payment to CONTRACTOR shall not exceed **\$ 185,000.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

- B. Method of Payment: To receive payment, CONTRACTOR shall submit invoices and accompanying progress reports as follows:

1. CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. CONTRACTOR agrees that services performed that are more than 30 days old are not billable. The invoice shall list the contract # 7261, dates of service, number of hours billed and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Health Centers Division  
Attn: Accounts Payable  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045

Or electronically to:

[HealthCenterAP@clackamas.us](mailto:HealthCenterAP@clackamas.us)

When submitting electronically, designate CONTRACTOR name and contract # 7261 in the subject of the e-mail.

2. COUNTY shall pay CONTRACTOR directly for interpretation services within thirty (30) days of the Invoice date on CONTRACTOR's monthly Invoice.

If any sums remain unpaid by COUNTY for more than thirty (30) days from the date of CONTRACTOR's monthly Invoice, COUNTY shall be assessed one and one-quarter percent (1.25%) interest on such sum from the date due until paid. CONTRACTOR shall make all calculations required by this provision based upon the date the payment is received by CONTRACTOR from COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of five (5) years after receipt of final payment under this contract;

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provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records: The COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to CONTRACTOR were in excess of the amount to which the CONTRACTOR was entitled, then CONTRACTOR shall repay the amount of the excess to COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations: CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
- B. Special Federal Requirements: Common rule restricts lobbying. See Volume 55, No. 38 of Federal Register, February 1990.
- C. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of the COUNTY, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the CONTRACTOR.

IV. GENERAL CONDITIONS

- A. Indemnity: CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of CONTRACTOR and CONTRACTOR's officers, agents and employees, in performance of this contract.
- B. Insurance: During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

1. **Commercial General Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. **Commercial Automobile Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including

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coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

**3. Professional Liability**

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

**4. Additional Insured Provisions**

All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

**5. Notice of Cancellation**

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

**6. Insurance Carrier Rating**

Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**7. Certificates of Insurance**

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**8. Independent Contractor Status**

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

**9. Primary Coverage Clarification**

CONTRACTOR's coverage will be primary in the event of a loss.

**10. Cross-Liability Clause**

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

- C. Amendments: The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.
- D. Termination: This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.
  - 1. COUNTY may terminate this contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:
    - a. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
    - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
    - c. If any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this contract is for any reason denied, revoked, or not renewed.
    - d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this contract.
    - e. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
  - 2. COUNTY by written notice of default (including breach of contract) to CONTRACTOR may terminate the whole or any part of this agreement:
    - a. If CONTRACTOR fails to provide services called for by this contract within the time specified herein or any extension thereof; or
    - b. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.
    - c. If CONTRACTOR fails to provide services, outcomes, or reports as specified by COUNTY in this contract.
    - d. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. Oregon Public Contracting Provisions and Constitutional Limitations: Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:
  - 1. CONTRACTOR shall:

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- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this agreement.
  - c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.
  3. Employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
  4. CONTRACTOR shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  5. CONTRACTOR, if it is an employer of one or more workers subject to workers compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
  6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Future Support: COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this contract.
- G. Ownership of Work Product: All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.
- H. Integration: This contract contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four (4) sections plus the following exhibits which by this reference is incorporated herein.

Exhibit 1	Scope of Work and Performance Standards
Exhibit 2	Languages
Exhibit 3	Authorized Users

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers.

**PASSPORT TO LANGUAGES**

By:   
Erik Lawson, Director, Business Development

Date \_\_\_\_\_  
6443 SW Beaverton Hillsdale Hwy, Suite 420  
Street Address  
Portland, Oregon 97221  
City/State/Zip  
(800)297-2707 / (503)297-1703  
Phone Number / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

Richard Swift, Interim Director  
Health, Housing, and Human Services Department  
Date \_\_\_\_\_

**EXHIBIT 1**  
**Scope of Work and Performance Standards**

SCOPE OF WORK

CONTRACTOR agrees to interpretation services as follows:

1. Contractor agrees to provide the Client with an access telephone number of 503-297-2707. 1-800-297-2707 outside of Portland. This number will be used Monday thru Friday 7:30am - 5:30pm. PST. After hours (5:31 pm - 7:30 am PST) and on week-ends and legal holidays, please use the interpreter services after hours phone number 1-800-297-2707, follow the directions, tell them the language you need and you will be patched directly to an interpreter.

2. Procedures to obtain telephone interpretation services:

Upon receiving a call from COUNTY for interpretation services, CONTRACTOR will:

- a. Note the date and time, the address, the client's name, the client's phone number, the COUNTY contact staff, ask if they need a 3 way call or direct connection, and the degree of urgency of response required.
- b. Verify person requesting service is on the authorized user list as provided in Exhibit 4.
- c. Communicate the information to an appropriate interpreter.
- d. Interpreters shall use land line phones to maintain the integrity of the connection.
- e. When COUNTY calls CONTRACTOR and requests only a telephone interpretation, follow the usual procedure for obtaining an interpreter for a prescheduled appointment and note that only a telephone interpreter is needed.
- f. When COUNTY calls CONTRACTOR with an immediate telephone interpretation request, have a scheduler contact an appropriate interpreter who will call COUNTY as soon as possible.

4. Procedures to obtain document interpretation services (written translation):

- a. COUNTY will submit documents to be translated to CONTRACTOR by email or ftp or by fax or mail if no electronic copy is available, along with all specifications regarding language(s) required, delivery format and desired delivery date.
- b. CONTRACTOR will review the documents to be translated and provide a written estimate to COUNTY within 24 hours or one working day. This estimate will include cost, turnaround time, and delivery specifications.
- c. Upon confirmation of the estimate by COUNTY, receipt of all necessary files and resolution of all initial questions, CONTRACTOR will assign the translation to appropriate translators, editors, formatters and proofreaders, and deliver the completed translations in the requested format within the agreed timeline.

PERFORMANCE STANDARDS

1. CONTRACTOR's responsibility shall be limited to establishing contact with the appropriate interpreter and exchange information concerning COUNTY, the COUNTY contact staff, the degree of urgency, and an established time of arrival.
2. Services under this contract may not be assigned by CONTRACTOR without prior consent of COUNTY.

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3. COUNTY will monitor the effectiveness of the interpreter service in meeting the needs of COUNTY to the extent it seems appropriate and recommend changes, if any, to CONTRACTOR.
4. COUNTY will arrange for training of appropriate COUNTY contact staff in use of CONTRACTOR's services and the service of interpreters in COUNTY. CONTRACTOR agrees to meet with COUNTY's staff to explain services.
5. COUNTY will schedule requests for interpretation services with as much lead time as possible in non-emergency situations.
6. COUNTY will notify CONTRACTOR of any problems or complaints arising from the use of CONTRACTOR's services and will assist with investigating and resolving complaints.



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**EXHIBIT 3**

**AUTHORIZED USERS**

Behavioral Health Division

Administration & Finance

Safety Net Services

Centerstone Crisis Clinic, 11211 SE 82<sup>nd</sup> Ave, Clackamas, OR 97015

Systems Coordination Services

Public Health Division

Health Centers Division:

Beavercreek Clinic, 1425 Beavercreek Rd., Oregon City, OR 97045

Gladstone Clinic, 18911 Portland Avenue, Gladstone, OR 97027

Sunnyside Health & Wellness Center, 9775 SE Sunnyside Rd., Clackamas, OR 97015

Sunnyside Health & Wellness Center, Dental Clinic, 9775 SE Sunnyside Rd., Clackamas, OR 97015

Sandy School Based Health Center, 37400 SE Bell Street, Sandy, OR 97055

Sandy Health & Wellness Center, 37400 SE Bell Street, Sandy, OR 97055