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healthcentercontracts@clackamas.us | [503-655-8471](tel:503-655-8471)。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua healthcentercontracts@clackamas.us | [503-655-8471](tel:503-655-8471).



Clackamas County
www.clackamas.us

April 23, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Linguava Interpreters for Language Interpretation and Translation Services. Contract value is \$2,500,000 for 4 Years and 8 Months. Funding is through Health Centers fees for service. No County General Funds are involved.

Previous Board Action/Review: County-Wide Agreement July 27, 2023, Agenda Item I.E.3

Performance Clackamas: Healthy People

Counsel Review: Yes: Amanda Keller

Procurement Review: Yes

Contact Person: Sarah Jacobson

Contact Phone: 503-742-5303

EXECUTIVE SUMMARY: The Health Centers Division of Health, Housing, and Human Services Department requests approval of a personal services contract with Linguava Interpreters, Inc. The purpose of this contract is to provide as-needed interpreter and translation services. This contract was approved as a sole source by the Procurement Department due to Linguava's capacity to meet the Health Centers' needs and its status as an approved interpreter for CareOregon, Inc., which allows CareOregon, Inc. to cover costs directly for services provided to its members. To date, Health Centers have been utilizing the county-wide Linguava contract, but a larger capacity is needed to meet Health Centers' needs.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve agreement (11265) with Linguava Interpreters, Inc., and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh

Director of Health, Housing & Human Services

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 0000001563**

This Personal Services Contract (this “Contract”) is entered into between **Linguava Interpreters Inc** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of the Health Centers Division of its Health, Housing and Human Services Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2030.
- 2. Scope of Work.** Contractor shall provide the following personal services: As-needed interpreter services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Million Five Hundred Dollars (\$2,500,000.00) for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to:
HealthCenterAP@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: David Brackett Phone: 503-789-2044 Email: david@linguava.com	County Administrator: Leslie King Phone: 503-568-3827 Email: LKing@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators

identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(12)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as “Confidential” to be held in confidence (“**Confidential Information**”), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. Criminal Background Check Requirements. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. Reserved.

31. Reserved.

32. Reserved.

33. HIPAA Compliance. Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160-64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"). Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit B** and incorporated by this reference herein.

34. Merger. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Linguava Interpreters Inc

Clackamas County

Matthew Ducsik

03/25/2026

Authorized Signature

Date

Chair

Date

Matt Ducsik / Chief Operating

Name: Craig Roberts

Name / Title (Printed)

664095-91

Oregon Business Registry #

Approved for Legal Sufficiency:

**Amanda
Keller**

Digitally signed by
Amanda Keller
Date: 2026.03.30
10:15:23 -07'00'

DBC/OR

Entity Type / State of Formation

County Counsel

Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**



PROPOSALS #2023-39 FOR

Interpreter Services

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner**

**Gary Schmidt
County Administrator**

**Mike Faris
Contract Analyst**



Haley

xxxx ~~Robin Fouche~~ xxx

**Client Relations Manager
12106 NE Marx Street
Portland, OR 97229
(503) 265-8515**

xxxx ~~Robin@Linguava.com~~ xxx

haley@linguava.co

SECTION 5

5.2 Description of Linguava. Cover Letter

Linguava, a premier language service provider based in Portland, Oregon. With a proven track record of delivering exceptional language access services since 2010, Linguava stands as a trusted partner in serving the limited English proficient (LEP) and Deaf and Hard of Hearing communities with meaningful language access.

At Linguava, we understand the unique needs of Clackamas County and are fully equipped to deliver high-quality services that exceed expectations. Our extensive network of qualified W-2 and independent contract interpreters enables us to provide round-the-clock coverage, ensuring seamless communication and enhanced accessibility for your diverse population.

In response to this Request for Proposal (RFP), Linguava is pleased to offer a comprehensive suite of services tailored to meet your specific language access requirements. Our services include:

- Spoken and ASL Onsite Consecutive Interpretation – Including OHA Certified or Qualified
- Spoken and ASL Scheduled Consecutive Video Interpretation (SVI) – Including OHA Certified or Qualified
- Spoken and ASL Simultaneous Onsite Interpretation
- Spoken and ASL Simultaneous Scheduled Virtual Interpretation (SVI)
- Spoken and ASL On-demand Video Remote Interpretation (VRI)
- Spoken Language On-demand Over-The-Phone Interpretation (OPI)
- Translation and Localization services
- Transcription Services

What sets Linguava apart from other language service providers is our unwavering commitment to living our mission, vision, and core values. Our mission is to serve with responsive language services that improve patient experience and health outcomes. We envision ourselves as the company that linguists take pride in, employees want to work for, and providers seek out for language services.

Our core values of Above & Beyond Customer Service, People First, Raising the Standard of Excellence, Innovative Spirit, Honest Conversations, and Servant's Heart are deeply embedded in everything we do. To ensure that we consistently uphold our mission, vision, and values, we have implemented several key practices, including:

- Maintain a 98% customer satisfaction rating, ensuring an exceptional customer experience.
- Provide a dedicated account management team to offer personalized support.
- Offer comprehensive client training, including custom onboarding, implementation, follow-up, and ongoing training for client staff.
- Hold ISO certifications 17100, 18587, and 9001, demonstrating our commitment to quality and compliance.
- Accreditation by the Better Business Bureau with an A+ rating, showcasing our dedication to professionalism and ethical business practices.

We value our partnership with Clackamas County and are excited about the opportunity to continue serving your language access needs. We appreciate your consideration of our proposal and look forward to the possibility of ongoing partnership. Please find the attached proposal for your review.

Thank you for considering Linguava as your language service provider. We are eager to contribute to the success of Clackamas County and to further improve language access services in your community.

Kind regards,

Robin Fouche
Client Relations Manager, Linguava Interpreters, Inc.



**Credentials and experience of key individuals that would be assigned to this project.
(Description of Interpreter Medical and/or Legal Certifications by the State of Oregon contained within)**

Linguava has a robust leadership team that oversees coordination and management of clients’ needs.

Our team of experienced and highly qualified individuals will play a crucial role in the successful execution of your project. Their credentials and extensive expertise in the language service industry will ensure the highest quality of service delivery and client satisfaction.

- David Brackett - CEO and Founder
- Matt Ducsik - COO
- Saul Schulman - VP of Sales and Marketing
- Tadao Hanamura - Director of Operations
- Daniel Halberg - Director of Training and Client Success
- Haley Pattishall - Account Manager

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Linguava has provided similar services to public and private entities of similar size within the past five years.

Linguava's track record in providing similar services to public entities of similar size within the past five (5) years is extensive and impressive. As the preferred all access provider for small and large entities in Oregon and Southwest Washington, we have established strong partnerships and contracts with various organizations.

To date, Linguava is contracted with twelve Coordinated Care Organizations (CCOs) and three major hospital and healthcare service organizations, enabling us to efficiently meet the language access needs of these crucial healthcare providers. We also collaborate with seven counties in Oregon, including Clackamas, Multnomah, and Washington Counties, as well as 10 cities across the state. Examples of the tenure of these relationships are, Multnomah County, 8 years, Clackamas County 6 years, Providence Health and Services, 7 years, CareOregon 5 years.

In the education sector, Linguava proudly supports over 50 Oregon K-12 schools, school districts, and Education Service Districts (ESDs). Our interpreters are experienced in diverse settings, ranging from interpreting at school board meetings to city council sessions and other public gatherings. They have worked alongside prominent figures such as mayors, governors, and other government officials during public addresses, ensuring effective communication to a wide audience.

Furthermore, Linguava is well-versed in providing interpretation services for various event formats, from large lecture-style audiences to small resident medical training sessions. We have the capability to support both 1-1 virtual meetings and panel discussion webinars, ensuring language accessibility across different communication platforms.

With our extensive experience and diverse portfolio of successful language access projects, Linguava is confident in our ability to deliver exceptional services to Clackamas County. We look forward to leveraging our expertise to meet your specific language access needs and contribute to the success of your organization.

Description of Linguava's ability to meet Clackamas County's requirements.

Linguava is well-prepared to meet Clackamas County's requirements for language access services. Our commitment to quality, compliance, and professionalism ensures that our interpreters meet and exceed the standards set by national, state, and local regulations. Here are some key points regarding Linguava's ability to fulfill Clackamas County's needs:

- **Individually Screened:** We conduct thorough screening processes to ensure the quality and competence of our interpreters. Each interpreter undergoes a screening procedure to assess their skills, professionalism, and language proficiency.
- **Comprehensive Orientation and Training:** All Linguava linguists undergo a detailed orientation that covers the National Standards of Practice and Ethics for interpreters. This training emphasizes legal compliance with important regulations, including HIPAA, PII, PHI, and the ADA. A test is conducted at the end of the training to verify understanding and proficiency. This rigorous training is provided to every interpreter during the onboarding process.

- **Adherence to National Standards:** Our interpreters strictly adhere to the National Standards of Practice and Ethics for Healthcare Interpreters. This ensures that they maintain a high level of professionalism, confidentiality, and accuracy in their interpretation services.
- **Adherence to Registry of Interpreters for the Deaf (RID) Code of Professional Conduct:** Our interpreters who work with Deaf and Hard of Hearing clients strictly adhere to the RID Code of Professional Conduct. This ensures respectful and ethical communication with individuals who rely on sign language interpretation.
- **ADA Compliance:** Linguava's interpreters are trained to be compliant with the Americans with Disabilities Act (ADA), ensuring effective communication access for individuals with disabilities.
- **OHA Registry for Healthcare Interpreters:** 60% of our interpreters are on the Oregon Health Authority (OHA) registry for healthcare interpreters. This demonstrates their specialized expertise in providing language access services within the healthcare field.
- **Vaccinated Onsite Interpreters:** All of our onsite interpreters are vaccinated and boosted against COVID-19. This prioritizes the health and safety of our clients and staff.
- **Our translators are certified by the American Translators Association (ATA) or have five years' experience providing translation services.**
- **Thorough Background Checks:** All contracted interpreters and translators undergo extensive background checks before being offered a contract with Linguava. These background investigations include nationwide criminal searches, nationwide sex offender searches, Homeland Security/OFAC searches, OIG/SAM exclusion searches, social security number verification, and past address history reviews. Only interpreters who pass these rigorous requirements are onboarded by Linguava.
- **Secure and Vetted Remote Interpreters:** Our remote interpreters either work onsite at our headquarters or have had their systems, equipment, and workspace vetted to ensure the confidentiality, security, and quality of remote interpretation services.
- **Telephonic Interpretation:** Our telephonic interpreters utilize landline phones to ensure connection integrity and the highest possible audio quality during phone interpretation sessions.
- **Versatile Video Remote Interpretation (VRI):** Our VRI services can be accessed from various platforms, including PC, Mac, Android, and iOS devices. This flexibility allows clients to connect with interpreters using their preferred devices.
- **Platform-Neutral SVI Services:** Our Scheduled Video Interpretation (SVI) services are platform neutral, meaning they can be accessed via the videoconferencing platform used by the client. This seamless integration ensures smooth communication and compatibility with various telemedicine platforms.
- **Compliance Management:** Linguava's Human Resources department maintains all employee requirements, including background checks, drug screens, and certifications necessary for compliance with contracts and laws. Our Interpreter Compliance team is responsible for managing contractor requirements, ensuring background checks, drug screens, immunizations, qualifications, and certifications are up to date.
- **Policies and Procedures:** Linguava has developed comprehensive policies and procedures to govern service delivery and compliance with federal, state, and local rules and regulations. These policies cover various areas such as fraud, waste, and abuse; HIPAA compliance; confidentiality; anti-harassment; non-discrimination; technology use; weapons-free workplace; document retention and destruction; insider information; antitrust and competition; financial records and controls; and conflict of interest. As an Oregon company we are also

completely compliant with HB 2359 and assist with the reporting required by CCOs and the Oregon Health Plan.

- **Data Security and Confidentiality:** Linguava maintains strict security measures to safeguard confidential data. Access to confidential information is restricted based on job descriptions and the principle of "need to know." Our systems undergo annual third-party remote testing to ensure security and confidentiality. Linguava's physical site, documentation, and e-documentation comply with HIPAA and CJIS requirements.

By ensuring these qualifications and attributes, Linguava maintains a team of highly qualified interpreters and translators who can provide exceptional language access services across various modalities, while upholding professional standards and compliance with industry regulations.

Linguava's expertise in meeting stringent compliance requirements and maintaining high standards of service positions us as a leader in the interpretation and translation industry. We are fully equipped to provide Clackamas County with the quality language access services needed to support its diverse population.

What distinguishes Linguava from other firms performing a similar service?

Linguava stands out from other firms performing similar services in several key aspects, demonstrating our commitment to excellence and client satisfaction:

1. **Robust and Nimble Systems:** Linguava's advanced systems enable seamless and high-quality language access services, allowing us to assist with the development of comprehensive language access plans tailored to each client's specific needs. Our technology-driven approach ensures efficient communication and coordination between clients, interpreters, and our team.
2. **Extensive Resources and Coverage:** Linguava, as a Portland, Oregon-based organization, has a wealth of resources and a broad network of qualified interpreters and translators. Additionally, we work with linguists nationwide to provide remote services in a multitude of languages. We have the capacity to provide round-the-clock coverage, ensuring that our clients have access to language services whenever they are needed.
3. **Compliance and Certifications:** Linguava leads the way in establishing compliant language access services, with stringent policies and processes regarding background checks, vaccinations, training, and certification management. We go above and beyond industry standards to ensure the highest level of compliance and professionalism.
4. **Dedicated Account Manager:** Clackamas County benefits from having a dedicated account manager who possesses in-depth knowledge of the county's unique needs and requirements. This personalized relationship enhances communication, provides a single point of contact for questions and concerns, and increases overall client satisfaction.
5. **Quality Assurance Focus:** Linguava places a strong emphasis on quality assurance. Any client inquiries or issues are taken seriously, documented through Quality Assurance tickets, thoroughly investigated, and resolved according to our policies and procedures. Our Quality Assurance department monitors trends, implements corrective actions, and ensures continuous improvement.
6. **Oregon-based Full-Service Provider:** As one of the only full-service language access providers based in Oregon, Linguava offers a localized approach to serving Clackamas County. Our mix of full-time employees and subcontractors allows us to meet varying demand levels while ensuring consistent and reliable language services.
7. **Exceptional Customer Service:** Linguava is committed to providing above and beyond customer service. Our live agents are available 24/7/365 to receive requests, calls, and correspondence, ensuring prompt and attentive support for Clackamas County. We also offer convenient online access for onsite interpretation and document translation requests.



Accepted Insurance Companies for Interpretation Services

Rev. 12/18/2025

MEDICAID-PHYSICAL HEALTH

Advanced Health
CareOregon (HealthShare)
Cascade Health Alliance
Columbia Pacific (CPCCO)
IHN-CCO (Intercommunity Health Network)
Jackson Care Connect
Providence Medicaid (HealthShare)
Trillium
Trillium (HOP- Healthier Oregon Program)
Umpqua Health Alliance

MEDICARE

CareOregon Advantage (Medicare)

DENTAL

CareOregon (HealthShare)
Cascade Health Alliance
Columbia Pacific (CPCCO)
Trillium

***Companies listed above are shown exactly as they appear in the dropdown menus used by our call center agents. Stating the company name in the same way will assist agents in locating the correct insurance provider.**

****For services to be billed directly to the insurance company, you must accurately provide the specific insurance company name, the patient's first/last name, OHP #/Medicare Advantage ID and DOB.**

Rev. 12/18/2025

MEDICAID-OHP/CCOs	Type of Visits Covered	Services Covered
Advanced Health	Physical - Behavioral	Onsite - Telephonic - SVI - VRI
CareOregon (HealthShare)	Physical - Behavioral	Onsite - Telephonic - SVI - VRI
Cascade Health Alliance	Physical - Behavioral	Onsite - Telephonic - SVI - VRI
Columbia Pacific (CPCCO)	Physical - Behavioral	Onsite - Telephonic - SVI - VRI
IHN-CCO (Intercommunity Health Network)	Physical - Behavioral	Onsite - Telephonic - SVI - VRI
Jackson Care Connect	Physical - Behavioral	Onsite - Telephonic - SVI - VRI
Providence Medicaid (HealthShare)	Physical - Behavioral	Onsite - Telephonic - SVI
Trillium Community Health Plan	Physical - Behavioral	Onsite - Telephonic - SVI - VRI
Trillium (HOP- Healthier Oregon Program)	Physical - Behavioral	Onsite - Telephonic - SVI - VRI
Umpqua Health Alliance	Physical - Behavioral	Onsite - Telephonic - SVI - VRI
Dental	Type of Visits Covered	Services Covered
CareOregon (HealthShare)	Dental	Onsite - Telephonic - SVI - VRI
Cascade Health Alliance	Dental	Onsite - Telephonic - VRI - SVI
Columbia Pacific (CPCCO)	Dental	Onsite - Telephonic - SVI - VRI
Trillium Community Health Plan	Dental	Onsite - Telephonic - SVI - VRI
MEDICARE	Type of Visits Covered	Services Covered
CareOregon Advantage (Medicare)	Physical	Onsite - Telephonic - SVI - VRI



+1-503-265-8515
+1-800-716-1777



ClientRelations@linguava.com
www.linguava.com



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Portland, OR 97220

5.3 Scope of Work

Section 6 Rate Schedule

Name of Firm/Individual: Linguava Interpreters

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing? Yes No Certifications provided upon request.

This is a snapshot of available languages in May 2023. Some may become unavailable, and others added.

If you don't see the language you need, please call.

Language	Onsite rates per hr		Remote Service Rates				
	RH/AH-non-QC	RH/AH OHA QC	OPI	Video Scheduled	Video On Demand	Translation/word	Transcription/min. See Fees Page
American Sign Language	See below			Onsite rate	3.49/min		
American Sign Language - CDI	See below			Onsite rate	7.00/min		
Acehnese			1.59/min				
Acholi – Uganda, Sudan			1.59/min				
Afghani			1.59/min				
Afrikaans – South Africa, Namibia			1.59/min			\$1.00	
Akan – Ghana, Ivory Coast			1.59/min				
Akateko – Guatemala	65/70	N/A	1.59/min				
Albanian – Albania			1.59/min	65/70 - hr		\$.33	
Algerian Arabic – Algeria			1.59/min				
Amharic – Ethiopia	65/70	75/80	1.59/min	Onsite rates -CQ		\$.33	
Anuak							
Arabic – Widely Distributed	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min	\$ 0.24	
Armenian – Armenia				65/70 no CQ 75/80 CQ		\$.33	
Ashanti (Asante Twi) – Ghana			1.59/min				
Assyrian – Iraq			1.59/min				
Azeri			1.59/min				
Bahasa Indonesia (Indonesian) – Indonesia			1.59/min				
Bambara – Mali			1.59/min				
Bashkir			1.59/min				
Basque			1.59/min				
Bassa			1.59/min				
Belarusan – Belarus			1.59/min				
Bengali – Bangladesh, India	65/70	75/80	1.59/min	Onsite rate +CQ			
Bikol				65/70 no CQ 75/80 CQ			
Bosnian – Bosnia & Herzegovina	65/70	N/A	1.59/min	Onsite rates -CQ	2.59/min	\$.25	
Brazilian Portuguese – Brazil			1.59/min				
Bulgarian – Bulgaria			1.59/min				

Language	Onsite rates per hr		Remote Service Rates				
	RH/AH-non-QC	RH/AH OHA QC	OPI	Video Scheduled	Video On Demand	Translation/word	Transcription/min. See Fees Page
Burmese – Myanmar (former Burma)	65/70	75/80	1.59/min	Onsite rates -CQ	2.59/min	\$.25	
Cambodian (Khmer) – Cambodia	65/70	75/80	1.59/min	Onsite rate +CQ		\$.25	
Cantonese – China	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min		
Cape Verdean (Portuguese Creole) – Cape Verde			1.59/min				
Catalan – Andorra, Spain	65/70	N/A	1.59/min				
Cebuano – Philippines			1.59/min				
Chaldean – Iraq			1.59/min				
Chamorro – Guam			1.59/min				
Chaozhou (Teochew) – China			1.59/min				
Chin – Myanmar (former Burma)			1.59/min				
Chinese Simplified and traditional						\$.18	
Choujo			1.59/min				
Chuukese (Trukese) – Micronesia	65/70	75/80	1.59/min	Onsite rate +CQ		\$.90	
Cotocoli (Tem)			1.59/min				
Croatian – Croatia	65/70	N/A	1.59/min	Onsite rates -CQ		\$.22	
Czech – Czech Republic			1.59/min			\$.19	
Danish – Denmark			1.59/min			\$.28	
Dari (Afgan Farsi) – Afghanistan	65/70	75/80	1.59/min	Onsite rate +CQ		\$.25	
Dinka – Sudan			1.59/min				
Duala – Cameroon			1.59/min				
Dutch – Netherlands			1.59/min			\$.28	
Egyptian Arabic – Egypt	65/70	75/80	1.59/min	Onsite rate +CQ		\$.24	
Edo			1.59/min				
Estonian – Estonia			1.59/min				
Ewe			1.59/min				
Filipino (Tagalog) – Philippines	65/70	75/80	1.59/min	Onsite rate +CQ		\$.25	
Farsi	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min	\$.24	
Finnish – Finland			1.59/min			\$.28	
Flemish – Belgium			1.59/min				
Foochow (Fuzhou)			1.59/min				
French –France, Africa, Canada, Tunisia, et al.	65/70	75/80	1.59/min		2.59/min		
French – Canada						\$.23	
French – Africa							
French– France						\$.21	
French Creole – Caribbean			1.59/min			\$.36	
Fukienese – China			1.59/min				
Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal			1.59/min				
Fulde			1.59/min				
Fuzhou – China			1.59/min				

Language	Onsite rates per hr		Remote Service Rates				
	RH/AH-non-QC	RH/AH OHA QC	OPI	Video Scheduled	Video On Demand	Translation/word	Transcription/min. See Fees Page
Ga – Ghana			1.59/min				
Garre			1.59/min				
Georgian			1.59/min				
Gen (Mina) – Togo, Benin			1.59/min				
German – Germany			1.59/min			\$.22	
Gokana (Khana) – Nigeria			1.59/min				
Greek – Greece			1.59/min			\$.24	
Guarani			1.59/min				
Gujarati – India	65/70	N/A	1.59/min	Onsite rates -CQ		\$.28	
Haitian Creole – Haiti			1.59/min	65/70 - hr	2.59/min	\$.36	
Hakka (Chinese)	65/70	75/80	1.59/min	Onsite rate +CQ			
Harar			1.59/min				
Hassaniya			1.59/min				
Hausa			1.59/min				
Hebrew	65/70	75/80	1.59/min	Onsite rate +CQ		\$.24	
Hindi	65/70	75/80	1.59/min	Onsite rate +CQ		\$.28	
Hmong – China, Vietnam, Laos	65/70	75/80	1.59/min		2.59/min	\$.30	
Hokkien			1.59/min				
Hungarian – Hungary			1.59/min			\$.22	
Ibo (Igbo) – Nigeria			1.59/min			\$.75	
Icelandic			1.59/min				
Ilocano – Philippines	65/70	N/A	1.59/min	Onsite rates -CQ			
Ilonggo			1.59/min				
Indonesian (Bahasa Indonesia) – Indonesia	65/70	75/80	1.59/min	Onsite rate +CQ		\$.28	
Italian – Italy	65/70	75/80	1.59/min	Onsite rate +CQ		\$.22	
Japanese – Japan	65/70	75/80	1.59/min	Onsite rate +CQ		\$.28	
Jarai – Vietnam			1.59/min				
K’iche’			1.59/min				
Kanjobal (Q’anjob’al) – Guatemala	65/70	N/A	1.59/min				
Kannada – India			1.59/min			\$.22	
Karen (Pa’o, S’gaw) – Myanmar (former Burma)	65/70	N/A	1.59/min	Onsite rates -CQ	2.59/min	\$.76	
Kayah – Myanmar (former Burma)			1.59/min				
Kazakh			1.59/min				
Khmer (Cambodian) – Cambodia	65/70	75/80	1.59/min	Onsite rate +CQ		\$.25	
Kikongo			1.59/min				
Kikuyu			1.59/min				
Kinyamulenge			1.59/min				
Kinyarwanda – Rwanda	65/70	N/A	1.59/min			\$.65	
Kirundi – Burundi	65/70	N/A	1.59/min			\$.80	
Kissi			1.59/min				

Language	Onsite rates per hr		Remote Service Rates				
	RH/AH-non-QC	RH/AH OHA QC	OPI	Video Scheduled	Video On Demand	Translation/word	Transcription/min. See Fees Page
Kizigua (Kizigula)			1.59/min				
Korean – Korea	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min	\$.22	
Kosraean			1.59/min				
Kpele – Guinea, Liberia			1.59/min				
Krahn			1.59/min				
Krio			1.59/min				
Kunama			1.59/min				
Kurdish	65/70	75/80	1.59/min	Onsite rate +CQ		\$.25	
Kyrgyz			1.59/min				
Lao – Laos	65/70	75/80	1.59/min	Onsite rate +CQ		\$.28	
Latvian – Latvia	65/70	N/A	1.59/min	Onsite rates -CQ			
Lautu			1.59/min				
Lingala – Congo, Republic of the			1.59/min	65/70 - hr			
Lithuanian – Lithuania			1.59/min			\$.25	
Lorma			1.59/min				
Luganda – Uganda			1.59/min				
Luo – Kenya			1.59/min				
Maay (Af Maay, Rahanween, Bantu) – Somalia			1.59/min				
Macedonian – Macedonia			1.59/min				
Malay – Malaysia			1.59/min			\$.25	
Malayalam – India	65/70	N/A	1.59/min	Onsite rates -CQ			
Malaysian	65/70	75/80		Onsite rate +CQ		\$ 0.29	
Mam – Guatemala	65/70	75/80	1.59/min	Onsite rate +CQ		\$.90	
Mandarin – China	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min		
Mandinka			1.59/min				
Mara			1.59/min				
Marathi – India			1.59/min			\$.28	\$22
Marshallese – Marshall Islands	65/70	N/A	1.59/min	Onsite rates -CQ		\$.90	
Matu			1.59/min				
Mayan [Akateko] – Guatemala, Mexico	65/70	N/A	1.59/min				
May May	65/70	75/80	1.59/min	Onsite rate +CQ			
Mbay			1.59/min				
Mende			1.59/min				
Mien – China, Laos, Thailand	65/70	N/A	1.59/min	Onsite rates -CQ		\$.78	
Mina (Gen) – Togo, Benin			1.59/min				
Mixteco Alto – Mexico			1.59/min				
Mixteco Bajo – Mexico			1.59/min				
Moldovan			1.59/min				
Mongolian – Mongolia			1.59/min				
Moroccan Arabic – Morocco	65/70	75/80	1.59/min	Onsite rate +CQ			

Language	Onsite rates per hr		Remote Service Rates				
	RH/AH-non-QC	RH/AH OHA QC	OPI	Video Scheduled	Video On Demand	Translation/word	Transcription/min. See Fees Page
Nepalese – <i>Nepal, India</i>	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min	\$ 0.28	
Nuer – <i>Sudan</i>			1.59/min				
Norwegian			1.59/min			\$.28	
Oromifa			1.59/min				
Oromo			1.59/min			\$.65	
Pashto (Pushto) – <i>Pakistan, Afghanistan</i>	65/70	75/80	1.59/min	Onsite rate +CQ		\$.25	
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>			1.59/min				
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>	65/70	75/80	1.59/min	Onsite rate +CQ			
Pennsylvania Dutch (Pennsylvania German)			1.59/min				
Pidgin (Cameroonian)			1.59/min				
Pidgin (Nigerian)			1.59/min				
Polish – <i>Poland</i>	65/70	N/A	1.59/min	Onsite rates -CQ	2.59/min	\$.22	
Ponapean/Pohnpeian	65/70	N/A	1.59/min	Onsite rates -CQ			
Portuguese – <i>Portugal</i>	65/70	N/A	1.59/min	Onsite rates -CQ	2.59/min	\$.19	
Portuguese – <i>Brazil</i>						\$.18	
Punjabi	65/70	N/A	1.59/min	Onsite rates -CQ	2.59/min	\$.28	
Quechua			1.59/min				
Rinconada				65/70 no CQ 75/80 CQ			
Rohingya	65/70	75/80	1.59/min	Onsite rate +CQ			
Romanian	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min	\$.18	
Russian – <i>Russia</i>	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min	\$.18	
Samoan – <i>Samoa</i>	65/70	N/A	1.59/min	Onsite rates -CQ		\$.55	
Sango			1.59/min				
Senthang			1.59/min				
Serbian – <i>Serbia, Montenegro</i>	65/70	N/A	1.59/min	Onsite rates -CQ		\$.28	
Serbo-Croatian – <i>Balkans</i>			1.59/min				
Shanghainese – <i>China</i>			1.59/min				
Shona			1.59/min				
Sichuan (Szechuan) – <i>China</i>			1.59/min				
Sicilian			1.59/min				
Sinhalese – <i>Sri Lanka</i>			1.59/min				
Siyin			1.59/min				
Slovak – <i>Slovakia</i>			1.59/min			\$.28	
Slovene			1.59/min			\$.31	
Somali – <i>Somalia</i>	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min	\$.32	
Somali Bantu			1.59/min				
Soninke (Serahule) – <i>Mali</i>			1.59/min				
Sorani (Central Kurdish) – <i>Iraq</i>	65/70	75/80					

Language	Onsite rates per hr		Remote Service Rates				
	RH/AH-non-QC	RH/AH OHA QC	OPI	Video Scheduled	Video On Demand	Translation/word	Transcription/min. See Fees Page
Sousou			1.59/min				
Spanish – Spain, Latin America, et al.	65/70	75/80	1.59/min	Onsite rate +CQ	2.39/min	\$ 0.17	\$15..00
Spanish- US/Mexico						\$.15	\$15.00
Swahili – Kenya, Somalia, Tanzania,	65/70	75/80	1.59/min		2.59/min	\$.60	
Swedish – Sweden	65/70	75/80	1.59/min			\$.28	
Sylheti			1.59/min				
Tagalog (Filipino) – Philippines	65/70	75/80	1.59/min	Onsite rate +CQ		\$.24	
Taiwanese – Taiwan	65/70	75/80	1.59/min				
Tajik			1.59/min				
Tamil – India	65/70	75/80	1.59/min			\$.28	
Telugu – India			1.59/min			\$.28	
Teochew (Chaozhou) – China			1.59/min				
Thai – Thailand, Eritrea	65/70	75/80	1.59/min	Onsite rate +CQ		\$.24	
Tibetan – China	65/70	N/A	1.59/min	Onsite rates -CQ			
Tigrigna (Tigrinya) – Ethiopia,	65/70	75/80	1.59/min	Onsite rates -CQ		\$.65	
Taishanese – China	65/70	75/80	1.59/min	Onsite rate +CQ		\$0.65	
Tongan – Tonga			1.59/min				
Tosk			1.59/min				
Trukese (Chuukese) – Micronesia			1.59/min				
Turkish – Turkey	65/70	N/A	1.59/min	Onsite rates -CQ		\$.24	
Twi – Ghana			1.59/min				
Ukrainian – Ukraine	65/70	75/80	1.59/min	Onsite rate +CQ		\$.20	
Urdu – Pakistan, India	65/70	75/80	1.59/min	Onsite rates -CQ		\$.25	
Uzbek			1.59/min				
Vietnamese – Vietnam	65/70	75/80	1.59/min	Onsite rate +CQ	2.59/min	\$.22	
Visayan			1.59/min				
Wolof – Senegal	65/70	N/A	1.59/min				
Xhosa – South Africa			1.59/min				
Yapese			1.59/min	65/70 - hr			
Yiddish			1.59/min				
Yoruba			1.59/min	65/70 - hr			
Yup'ik			1.59/min				
Zapotec			1.59/min				
Zomi	65/70	75/80		Onsite rate +CQ		.60	
Zulu			1.59/min				

ASL	1st hr. RH	Subsequent RH	1st hr. AH	subsequent AH	Rush <24-hr
ASL Onsite	240	120	280	140	\$10/hr. per interp RH, -\$20/hr per interpreter AH
ASL CDI onsite	260	130	300	150	\$10/hr. per interp RH, -\$20/hr per interpreter AH

Please note, language resources shift continuously. If you don't see the language you are looking for, call us.

Linguava's project approach for service implementation.

Linguava's project approach for service implementation is designed to ensure a seamless transition and provide comprehensive support to Clackamas County. Here are the key elements of our approach:

1. **Existing Relationships and Implementation Plan:** Linguava already works closely with various Clackamas County departments through our current contract, so much implementation is already complete. Additionally, established relationships with 3rd party payors like CareOregon, Providence Health Plan, and Trillium have enabled us to develop and implement a detailed and customized implementation and training strategies for health departments that focus on patient access to equitable healthcare. These strategies ensure a smooth transition to Linguava's services, leveraging our knowledge of the county's needs and requirements.
2. Linguava provides free instructional materials to clients, including accessing services, work aids and videos, and customized training. The instructional materials are available both in hard copy and digital formats. The materials' physical or digital versions are sent within two working days of the request for materials.
3. Client-facing materials may be edited and customized to our client's requirements at no charge. Linguava's Client Relations team is committed to making sure that the Limited English Proficient and Deaf and Hard of Hearing communities are provided clear communication about their ability to request an interpreter and is happy to work with Departments to determine the best resources to help them make that possible for their clients and customers.
4. **Seamless Transition:** As Linguava is already providing services to Clackamas County, there is no implementation wait for services. Our team is ready to continue delivering high-quality language access without any interruption. We have a thorough understanding of the county's specific language access needs and can seamlessly integrate our services into existing workflows and systems.
5. **Training and Implementation Support:** Linguava is committed to providing comprehensive training and support during implementation. Our dedicated training and implementation manager will work closely with county departments and staff to ensure they have a clear understanding of how to request interpreters and utilize our services effectively. We offer training sessions, quick start guides, training videos, and user manuals to facilitate a smooth onboarding experience.
6. **Customized Resources:** Linguava understands that each department within Clackamas County may have unique requirements. We offer the flexibility to customize our resources to align with department-specific needs. This includes creating client-facing materials, such as brochures or posters, that are tailored to the department's branding and communication preferences. We are committed to clear and effective communication, both internally and externally.
7. **Continuous Support and Evaluation:** Our support doesn't end with implementation. Linguava maintains an ongoing relationship with Clackamas County, providing continued support, feedback, and evaluation. We regularly meet with county representatives to conduct business reviews, address any concerns or issues, and ensure the quality of our services. This collaborative approach allows us to make necessary adjustments and improvements based on county feedback.

By leveraging our existing relationships, providing comprehensive training and support, offering customized resources, and maintaining continuous support and evaluation, Linguava ensures a seamless and successful implementation process for Clackamas County. We are dedicated to meeting the county's language access needs and supporting their efforts to provide equitable services to all residents.

Timeline for providing services.

Upon the contract award, Clackamas County may continue requesting interpreters and translation/transcription projects from Linguava without interruption to the services they currently enjoy. Our timeline for providing services is as follows:

- **Requesting Interpreters:** It is recommended that requests for interpreters are submitted 3-5 days in advance whenever possible. This allows us to schedule interpreters and ensure availability efficiently. However, we understand that last-minute requests and emergencies can arise, and we will make every effort to accommodate those requests as well.
- **Requesting Translation and Transcription:** Translation and localization projects are added immediately to the system, and project managers begin processing the projects immediately. The timeline for delivery of the completed project depends on the complexity and language(s) selected.
- **Adding Departments to the System:** For departments not currently working with Linguava, we will add them to our system within three business days of receiving the necessary information. This includes setting up their accounts and providing access to our services. County requestors can still access services even if their department has not yet been set up. Our team will begin processing the request for interpreters or document projects while the Client Relations team sets up the accounts.
- **Training:** Departments that are new to Linguava will receive training. The training will be scheduled promptly, typically within days of setting up their accounts. Our training manager will work closely with the department to ensure they have a clear understanding of how to request interpreters and utilize our services effectively. Departments that already work with Linguava may also request refresher training.
- **Monitoring and Support:** Once the departments are set up and trained, our training manager and Quality Assurance (QA) manager will monitor the requests and service levels for the next 60-90 days. We proactively contact departments with additional support when needed, ensuring they receive the assistance required to maintain high-quality language access services.

By following this timeline, Linguava ensures that Clackamas County can access our services promptly and effectively. We prioritize timely response and support, allowing departments to integrate our language access services into their operations seamlessly.

5.4 Fees

<p>Onsite and Scheduled Video Interpretation Rate Notes: Regular Hours are Monday-Friday, 8 AM– 5 PM excluding federal holidays.</p>
<p>Onsite and Scheduled Video Interpretation minimum rates and additional increments: ASL – One hour minimum, 30-minute increments if the assignment goes over the requested time. Spoken Languages – One hour minimum, 15-minute increments if the assignment goes past the requested time.</p>
<p>Onsite and Scheduled Video Simultaneous Interpretation Rate Note Simultaneous Interpretation is provided with the same rates and terms as the onsite rates for QC interpreters. Request for over 1-hour will require two interpreters.</p>
<p>Rush requests - less than 24 hours' notice Accepted 8 AM - 5 PM, M - F standard business days. Request after those times roll over to 8 AM the next business day.</p>
<p>Onsite and Scheduled Video Interpretation Rush differential: ASL – requests for Regular Hour assignments add \$10/hr. per interpreter. After hour assignments add \$20/hr. per interpreter. Rush differential: Spoken Languages - \$10/hr. per interpreter.</p>
<p>Onsite and Scheduled Video Interpretation Cancellation: Cancellation/No Show with less than 1 business days' notice are charged the amount of time scheduled for the interpreter. Cancellations are accepted M - F, 8 am - 5 pm. Cancellations outside those times roll over to the next business day at 8 am.</p>
<p>Remote Services Rate Notes: Telephonic Rate Notes: Telephonic Interpretation is supported 24/7/365. Telephonic interpretation is billed in 5-minute increments. Prescheduled Telephonic interpretation calls will be invoiced for a minimum of 30 minutes unless canceled more than one business day in advance. VRI Rate Notes: Linguava offers instant On-Demand Video Remote Interpretation (VRI) 24/7/365. VRI is billed in 5-minute increments. Requests for prescheduled VRI are Scheduled Video Interpretation and are billed at the rates and terms of onsite.</p>

Translation Rate Notes:

Linguava utilizes Translation Memories, which identify previously translated words. Where applicable, a discount for previously translated words will be reflected on the quote and order confirmation.

Translation quotes and order confirmations are provided in an itemized fashion, detailing all time and material costs and discounts. Invoices are provided per project total.

Minimum <300 word	Rush Fees Next Day	Desktop Publishing	Quality Review only	Formatting	Project Management
\$65 – \$120 depends on language	50% Max 500 words Rare and lesser diffusion languages, based on availability	\$75-85/hr	\$65-120/hr	\$65-85/hr	5%

Transcription Rate Notes:

Transcription takes spoken word and converts it into written text. Files to be transcribed are sent to Linguava in a video or audio format. A native speaker of the language(s) used in the file listens to the narrative and provides a written script of the words exchanged. Transcription does not include translation – if the speaker in your audio file is Russian, the script will be written in Russian.

Transcription rates are between \$11 and \$25 per minute. Rates are determined by language, audio quality, speaker clarity and number of speakers.

Transcription minimum Fee is \$115.00 and does not include the cost of translation from the source language to the target language.

5.5 Enthusiastic References

Tony Gains

Multnomah County Health Department (Engaged since June 2015)

Patient Access & engagement Program Director

1600 SE 190th Ave.

Portland, OR 97233

Office: (503) 988-6901

Cell: (503) 260-6332

tony.gaines@multco.us

Elizabeth Sanchez, Spanish CMI

Deschutes County Human Services (Engaged since March 2020)

Language Access Coordinator

2577 NE Courtney Drive

Bend, OR 97701

Cell: 458-256-7489

Elizabeth.Sanchez@deschutes.org

Kyle Sims, M.B.A.

Adventist Health Portland (Engaged since December 2021)

Operations Manager, Interpretive Services

10123 SE Market Street

Portland, OR 97216

Office: 503 489-2606

Cell: 360 931-6576

SimsK1@ah.org



Section 6 Completed Proposal Certification
PROPOSAL CERTIFICATION
RFP #2023-39

Submitted by: **(Linguava Interpreters, Oregon)**

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned’s knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: David Brackett

Date: 5/25/2023

Signature: David Brackett
David Brackett (May 25, 2023 09:49 PDT)

Title: CEO/Founder

Email: David@Linguava.com

Telephone: (503) 789-2044

Oregon Business Registry Number: 664095-91 OR CCB # (if applicable):__

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State:

Linguava.Clackamas County_Proposal_2023-2028

Final Audit Report

2023-05-25

Created:	2023-05-25
By:	Robin Fouche (robin@linguava.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIMSDsHc3d26rf95RLNhIQXyVHsmayYM4

"Linguava.Clackamas County_Proposal_2023-2028" History







-  Document created by Robin Fouche (robin@linguava.com)
2023-05-25 - 8:24:20 AM GMT- IP address: 172.56.152.190
-  Document emailed to david@linguava.com for signature
2023-05-25 - 8:25:02 AM GMT
-  Email viewed by david@linguava.com
2023-05-25 - 4:48:33 PM GMT- IP address: 50.207.62.170
-  Signer david@linguava.com entered name at signing as David Brackett
2023-05-25 - 4:49:34 PM GMT- IP address: 50.207.62.170
-  Document e-signed by David Brackett (david@linguava.com)
Signature Date: 2023-05-25 - 4:49:36 PM GMT - Time Source: server- IP address: 50.207.62.170
-  Agreement completed.
2023-05-25 - 4:49:36 PM GMT

EXHIBIT B
QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE
AGREEMENT (“QSOBAA”)

Contract #**0000001563** H3S #

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into by and between **Clackamas County, on behalf of the Health Centers Division of its Department of Health, Housing and Human Services** (“Covered Entity”), and **Linguava Interpreters Inc** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:

1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;

1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and

1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.

1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.

1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.

1.5 “Effective Date” shall be the Effective Date of this Agreement.

1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR

§160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.

1.7 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.

1.8 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

1.9 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.10 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

1.11 "Program" shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.

1.12 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.

1.13 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.

1.14 "Qualified Service Organization" shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.

1.15 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.

1.16 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.17 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.

1.18 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.

1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;

2.2 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 PHI other than as provided for by this Agreement;

2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;

2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;

2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;

2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;

2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;

2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;

2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;

2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;

2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the

Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;

2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;

2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and

2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.

3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,

3.4 Except as otherwise limited in this Agreement, the Business Associate may:

a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,

b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as

permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:

- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
- b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
- d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

5.3. Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business

Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the 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.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall 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 as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.

7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.

7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and

hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.

7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Linguava Interpreters Inc

Covered Entity
Clackamas County

Matthew Ducsik

03/25/2026

Authorized Signature

Date

Signature

Date

Matt Ducsik / Chief Operating

Chair

Name / Title (Printed)

Name/Title (Printed)