

Contract Review Sheet

Contract for ServicesHE-5871-24 - Am1

Title: Translation and Interpreter Services

Contractor's Name: Linguava Interpreters, Inc.

Department: Health and Human ServicesContact: Kristina Ballow

Analyst: Chalyce MacDonaldPhone #: (503) 588-5409

Term - Date From: January 1, 2024Expires: December 31, 2026

Original Contract Amount: \$70,000.00Previous Amendments Amount: \$-

Current Amendment: \$85,000.00New Contract Total: \$155,000.00Amd%121%

Outgoing Funds☐Federal Funds☐Reinstatement☐Retroactive☒Amendment greater than 25%

Source Selection Method: 20-0260 Request for ProposalRFP#HE1446-23

Description of Services or Grant Award

Contractor submitted a proposal in response to RFP HE1446-23 to provide interpretation and translation services. Linguava Interpreters, Inc. uses remote over the phone or video interpreters, professional written translation and in person language interpretation services to better communicate with and meet the needs of the County’s diverse population.

Amendment 1 - increase funds by \$85,000.00 for additional services, for a total contract value of \$155,000.00.

Desired BOC Session Date: 6/11/2025Contract should be in DocuSign by: 5/21/2025

Agenda Planning Date: 5/29/2025Printed packets due in Finance: 5/27/2025

Management Update: 5/27/2025BOC upload / Board Session email: 5/28/2025

BOC Session Presenter(s)Rhett MartinCode: Y

REQUIRED APPROVALS

<div>DocuSigned by:</div> <div></div> <div>E4592AE8CAA542C</div> <div>5/12/2025</div>	<div>Signed by:</div> <div></div> <div>A38C58E8078E42B</div> <div>5/12/2025</div>
Finance - Contracts	Contract Specialist
Date	Date
<div>Signed by:</div> <div></div> <div>60C98A6E708240B</div> <div>5/12/2025</div>	<div>DocuSigned by:</div> <div></div> <div>DG16361248DE4EC...</div> <div>5/12/2025</div>
Legal Counsel	Chief Administrative Officer
Date	Date



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: June 11, 2025Department: Health & Human Services

Title:

Linguava Interpreters, Inc.
Management Update/Work Session Date: May 27, 2025 Audio/Visual aids ☐Time Required: 10 min Contact: Kristina Ballow Phone: 503-588-5409

Requested Action:

Approve the amendment to the contract with Linguava Interpreters, Inc. to increase the total contract amount by \$85,000.00, for a revised total of \$155,000.00.

Issue, Description  
& Background:

Linguava Interpreters, Inc. provides a range of language access services including remote interpretation via phone or video, professional written translation, and in-person interpretation. These services are utilized within our Addiction Treatment, Adult Behavioral Health, Children's Behavioral Health, and Public Health programs to support effective communication with the County's diverse population and help meet their varied linguistic needs.

Due to fluctuations in the demand for translation services on a monthly basis, it is necessary to increase funding for Fiscal Year 2025–2026. An additional \$85,000.00 is requested, bringing the total contract value to \$155,000.00.

Financial Impacts:

Costs are allocated to each applicable program on a monthly basis. Funds are available for this request.

Impacts to Department  
& External Agencies:

Health and Human Services anticipates no financial impact to other departments.

List of attachments:

Amendment 1, Original

Presenter:

Rhett Martin
Department Head  
Signature:

DocuSigned by:

Ryan Matthews

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Marion County  
OREGON

**AMENDMENT 1 to HE-5871-24  
the CONTRACT FOR SERVICES  
between**

**MARION COUNTY and LINGUAVA INTERPRETERS, INC.**

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated January 01, 2024 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Linguava Interpreters, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is ~~\$70,000.00~~ \$155,000.00.

**EXHIBIT A  
STATEMENT OF WORK**

**2. COMPENSATION**

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is ~~\$70,000.00~~ \$155,000.00.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.


*Signatures on following page*

MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:

Chair	Date
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Commissioner	Date
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Commissioner	Date
--------------	------

Authorized Signature:	<div>DocuSigned by:  7D28A787656F458...</div>	5/12/2025
	Department Director or designee	Date

Authorized Signature:	<div>DocuSigned by:  DC16351248DE4EC...</div>	5/12/2025
	Chief Administrative Officer	Date

Reviewed by Signature:	<div>Signed by:  60C98A6F708240B...</div>	5/12/2025
	Marion County Legal Counsel	Date

Reviewed by Signature:	<div>DocuSigned by:  E4592AF8CAA542C...</div>	5/12/2025
	Marion County Contracts & Procurement	Date

LINGUAVA INTERPRETERS, INC. SIGNATURE

Authorized Signature:		Date
Title:		

**MARION COUNTY  
CONTRACT FOR SERVICES  
HE-5871-24**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Linguava Interpreters, Inc., an Oregon Corporation hereinafter called Contractor.

**RECITALS**

WHEREAS, County issued Request for Proposal HE1446-23 for Translation and Interpreter Services on October 26, 2023.

WHEREAS, Linguava Interpreters, Inc submitted a proposal in response to HE1446-23 on November 13, 2023, which was determined to be responsive and responsible.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to eight vendors including Linguava Interpreters, Inc on December 28, 2023.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

**1. TERM**

This Contract is retroactive to January 1, 2024, after signed by all parties and all required County approvals have been obtained. This Contract expires on **December 31, 2026**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond December 31, 2029.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$70,000.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II to Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards  
In accordance with 2 CFR 200.331, Contractor has been designated:  
☐ Subrecipient

- ☐ Contractor/Vendor  
☒ Not applicable – (there are no federal funds tied to the contract)

### 3. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 28. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 28.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
  - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
  - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

### 4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR

80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**5. TIME IS OF THE ESSENCE**

Contractor agrees that time is of the essence in the performance of this Contract.

**6. FORCE MAJEURE**

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

**7. FUNDING MODIFICATION**

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

**8. RECOVERY OF FUNDS**

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

**9. ACCESS TO RECORDS**

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit

questions at the end of the three-year period, the records must be maintained until the questions are resolved.

#### **10. REPORTING REQUIREMENTS**

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

#### **11. CONFIDENTIALITY OF RECORDS**

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

#### **12. INDEMNIFICATION AND INSURANCE**

- A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

#### **13. EARLY TERMINATION**

This Contract may be terminated as follows:



- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

#### **14. PAYMENT ON EARLY TERMINATION**

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

#### **15. INDEPENDENT CONTRACTOR**

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.
- B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

**16. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

**17. OWNERSHIP AND USE OF DOCUMENTS**

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

**18. NO THIRD-PARTY BENEFICIARIES**

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**19. SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**20. MERGER CLAUSE**

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

**21. WAIVER**

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**22. REMEDIES**

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.

- B. In addition to the remedies in sections 13 and 14 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

## 23. INSURANCE

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☐ **Required by County** ☒ **Not required by County.**

☐ \$1,000,000 Per occurrence limit for any single claimant; and

☐ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

- iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ **Required by County** ☒ **Not required by County.**

☐ \$2,000,000 Per occurrence limit for any single claimant; and

☐ \$5,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Information Technology Director and Risk Manager

- iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

**Minimum Limits:**

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager
- ☐ \$500,000 Per occurrence limit for any single claimant
- ☐ \$1,000,000 Per occurrence limit for multiple claimant

- v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

**Minimum Limits:**

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☒ \$500,000 Per occurrence limit for any single claimant; and
- ☒ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**24. NOTICE**

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Linguava Interpreters, Inc.

[robin@linguava.com](mailto:robin@linguava.com)

12106 NE Marx St 12106 NE Marx St

Portland, OR, 97220-9035

To County

Contracts and Procurement Manager

[PO\\_Contracts@co.marion.or.us](mailto:PO_Contracts@co.marion.or.us)

555 Court Street NE, Suite 5232

P.O. Box 14500

Salem, Oregon 97309

**25. SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY**

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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.

**27. AMENDMENTS**

This agreement may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

**28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to County that:

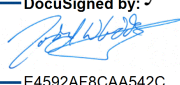
- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the December 23, 2023 this Contract, faithfully has complied with:
  - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods delivered to/granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

29. **CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR**

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES**

Authorized Signature:	<div><div>DocuSigned by:</div><div>Ryan Matthews</div><div>7D28A787656F458...</div></div>	2/16/2024
	Ryan Matthews, Administrator	Date
Authorized Signature:	<div><div>DocuSigned by:</div><div>Jan Fritz</div><div>1F984034585F453</div></div>	2/17/2024
	Chief Administrative Officer	Date
Reviewed by Signature:	<div><div>DocuSigned by:</div><div>John Pettifer</div><div>AED8EB7C0923416...</div></div>	2/16/2024
	Marion County Legal Counsel	Date
Reviewed by Signature:	<div><div>DocuSigned by:</div><div></div><div>F4592AF8CAA542C</div></div>	2/16/2024
	Marion County Contracts & Procurement	Date

**LINGUAVA INTERPRETERS, INC. SIGNATURE**

Authorized Signature:	<div><div>DocuSigned by:</div><div>Robin Fouché</div><div>C7597F2D8ED84CB...</div></div>	2/23/2024
		Date

Title: Client Relations Director

## **EXHIBIT A STATEMENT OF WORK**

### **1. STATEMENT OF SERVICES**

Contractor shall perform Services as described below.

#### **A. GENERAL INFORMATION.**

- i. The County strives to create a safe and welcoming community where all people can access high quality health and human services and are supported to achieve their highest level of health.
- ii. To help meet this commitment, the County uses remote over the phone or video interpreters, professional written translation and in person language interpretation services to better communicate with and meet the needs of the County's diverse population.
- iii. Direct Services provided by the County are services such as medical and social services appointments, and alcohol and drug group meetings.

#### **B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

Contractor shall:

- i. In-Person and/or remote over the phone and/or video interpretation services for direct services provided by the County, and events at various County and non-County sites. The following in-person and/or remote over the phone and/or video interpretation languages are required:
  - American Sign Language (ASL)
  - Burmese
  - Chinese
  - Chuukese
  - Marshallese
  - Punjabi
  - Romanian
  - Russian
  - Somali
  - Spanish (to include various dialects from Mexico or Central America)
  - Swahili
  - Vietnamese
  - or any additional language, as requested.
- ii. Respond to the County's request for in-person and over the phone/video interpretation services within four (4) hours to ensure efficient scheduling.
- iii. Contact County staff who scheduled appointment at least twenty-four (24) hours in advance of appointment for appointment confirmation or if an appointment needs to be canceled or modified.
- iv. Offer alternative appointment times to accommodate the County's needs and notify County of any staff changes in requested interpreter providing services.



- v. Be responsible for providing its interpreter with appointment information (including language to be interpreted) prior to the date of service.
- vi. Arrive at all scheduled appointments on time. Notify the county staff that scheduled the appointment of any delays in interpreter's expected appointment time arrival prior to the beginning of the appointment.
- vii. Upon arrival for in-person services, check in with the service area reception by providing the name of the client, the service area, nature of appointment, requested interpreter language, and name of County staff who requested the service.
- viii. Come prepared to perform the interpretation services. Interpreter shall replicate the register, style, and tone of the speaker and shall manage the flow of communication between client and provider of the services (participating "parties").
- ix. When interpreting, render statements conveying the content and spirit of the original message taking into consideration the cultural context, while maintaining culturally appropriate ways of showing respect, and shall refrain from entering into disagreements with the County and client. The interpreter shall speak in the first (1st) person.
- x. Not allow personal judgments or cultural values to influence objectivity in translating for the parties. The interpreter shall disclose potential conflicts of interest and withdraw from providing the service if necessary.
- xi. Refrain from engaging with client and /or client's family members outside of County business. Should an interpersonal relationship develop between interpreter and client (including client's family members); the interpreter shall withdraw from providing further services for the client.
- xii. Upon completion of an in-person appointment, check out with the service area reception staff before leaving the site.
- xiii. For written translation services:
  - a. Provide written translation services for publications, presentation materials, signage, etc. The County currently has a need for translation services including but not limited to the following language(s), including various dialects via written translation.
    - (1) Russian
    - (2) Spanish
    - (3) Marshallese
    - (4) Chuukese
  - b. Acknowledge and accept or decline in writing the County's request within twenty-four (24) hours of County making the request for services.

- c. Complete translations for meaning rather than word for word translations and convey cultural nuances appropriate for the content and target audience.
- d. Deliver written translations to the County within ten (10) calendar days, as requested and infrequently on shorter timelines.
- e. Provide written translations at the appropriate educational level of the target audience and be culturally competent per Marion County Interpreter Policy 100.16. Also, written translation services provided are to be error-free and convey the appropriate meaning.
- f. Use the appropriate educational level of the target audience and be culturally competent per Marion County Interpreter Policy 100.16. (attached).
- g. Contact County with any questions that arise with regards to context and shall seek clarification on meaning, and cultural context.
- h. Not allow personal judgments or cultural values to influence objectivity in providing the written translations.
- i. Disclose potential conflicts of interest and withdraw from providing the service if necessary.
- j. Refrain from engaging with client and /or client's family members outside of County business if the written translation pertains to specific client(s). Should an interpersonal relationship develop between interpreter and client (including client's family members); the interpreter shall withdraw from providing further services related to the client.
- k. Submit final written translation(s) accompanied by a written confirmation that the translation(s) were reviewed by another certified translator prior to final delivery.
- l. Contractor shall be responsive to county complaints, address the situation directly with the interpreter, and provide a follow-up solution.

C. **CONTRACT DOCUMENTS, ORDER OF PRECEDENCE.**

This Contract consists of the following documents, which are listed in descending order of precedence herein attached and incorporated.

- Exhibit A: Statement of Work
- Attachment 1: Health Insurance Portability and Accountability Act Business Associate Contract Provisions
- Attachment 2A: Cost Proposal Submission Form
- Attachment 3: Criminal History Check Assurance
- Attachment 4: Confidentiality Statement
- Attachment 5: MCHHS Policy 100.16 Interpreter Services

D. **SPECIAL REQUIREMENTS.**

As part of the passage of House Bill 2359, the County is required to work with qualified or certified health care interpreters from the Oregon Health Authority (OHA) when arranging for or providing

services to persons with Limited English Proficiency (LEP) or who prefers to communicate in a language other than English or who communicates in signed language.

In limited circumstances, the County will utilize non-qualified or non-certified interpreters. As applicable and upon request, the awarded Proposer(s) shall provide to the County the health care interpreter's full name, central registry number, and the language interpreted.

As part of the passage of House Bill 2696, effective January 1, 2024, most individuals providing signed language interpretation services are required to be licensed by the Health Licensing Office within the Oregon Health Authority. The County is required to work with medical signed language interpreters licensed by the Health Licensing Office under Oregon Laws 2023, chapter 414, section 6.

Contractor(s) must have a quality assurance protocol that requires each written translation to be reviewed by another certified translator prior to the translated document's delivery to the County.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this

Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

## 2. **COMPENSATION**

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$70,000.00**.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor the amounts specified for each of the deliverables and Goods that County has accepted as outlined in Section 1.B. Required Services, Deliverables and Delivery Schedule and as proposed in Contractor's Cost Proposal Submission Form Attachment 2A dated November 13, 2023, incorporated herein.
- B. **BASIS OF PAYMENT FOR SERVICES.** Payments for completed Services. County shall pay Contractor payments upon County's approval of Contractor's invoice submitted to County for completed Services, but only after County has determined that Contractor has completed, and County has accepted the completed Services as described in Paragraph E, INVOICES below.
- C. **EXPENSE REIMBURSEMENT.** County will not reimburse Contractor for any expenses under this Contract.
- D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required

services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor. If Contractor utilizes a portal for invoices, a monthly link to each invoice must be provided to County.

**Marion County**  
**Attn: Health & Human Services**  
**Email: [HealthAP@co.marion.or.us](mailto:HealthAP@co.marion.or.us)**  
**3160 Center St. NE**  
**Salem, OR 97301**

Contractor shall include on its monthly invoice the following by each service provided:

- i. Date of Service(s), physical address of service, service area, and requestor name
- ii. Name of client served, length of appointment (if longer than one hour; billed in fifteen (15) minute prorated segments)
- iii. Name of interpreter who provided the service.

Items 1-3 above must be submitted at the same time as part of the monthly invoice or link to the monthly invoice, they shall not be submitted separately. Invoices are to be submitted to the County for payment within sixty (60) days of when service was provided. It is at the County's discretion to process invoices for payment submitted more than sixty (60) days from the date of service.

**ATTACHMENT #1**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS**  
**ASSOCIATE CONTRACT PROVISIONS**

**INTRODUCTION**

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and **Linguava Interpreters, Inc.**, hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

WHEREAS, CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

**1. Definitions.**

- a. BUSINESS ASSOCIATE shall mean **Linguava Interpreters, Inc.**
- b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 Federal Register 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
- c. COVERED ENTITY shall mean MARION COUNTY.
- d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
- e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
- f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- g. PROTECTED HEALTH INFORMATION shall have-the same meaning- as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification,

and Enforcement Rule, 78 Federal Register 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.

- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

## 2. **Term.**

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

## 3. **Limits on Use and Disclosure.**

BUSINESS ASSOCIATE shall not use or disclose protected health information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this contract or as Required by Law.

## 4. **Permitted Uses and Disclosures by BUSINESS ASSOCIATE.**

- a. Statutory Duties.
  - (1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
    - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
    - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation

Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401 (c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, BUSINESS ASSOCIATE may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, COVERED ENTITY as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the COVERED ENTITY, or the minimum necessary policies of COVERED ENTITY.

c. Permissible Requests by Covered Entity.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

**5. Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.**

- a. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
- b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:
  - (1) The disclosure is Required by Law;
  - (2) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

- (3) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (4) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- (5) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

**6. BUSINESS ASSOCIATE Obligations:**

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.



- f. **Right of Access to Information.** BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. **Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. **Access to Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. **False Claims, Fraud, Waste and Abuse.** BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:
  - (1) Office of Inspector General (OIG) <https://oig.hhsc.state.tx.us/Exclusions/Search.aspx>
  - (2) Excluded Parties List System (EPLS) [www.sam.gov](http://www.sam.gov)

**7. Obligations of COVERED ENTITY.**

- a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

**8. Permissible Requests by COVERED ENTITY.**

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

**9. Security Assurances, the BUSINESS ASSOCIATE will.**

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards ( 45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

## **10. Termination of Contract.**

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
  - (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;
  - (2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or
  - (3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.
- b. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.
  - (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.

## **11. Miscellaneous Provisions.**

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.

- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

**12. Qualified Service Organization Contract Provisions.**

- a. CONTRACTOR is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.
- b. COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.
- c. CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.
- d. CONTRACTOR Shall:
  - (1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
  - (2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.

## Attachment 2A: Cost Proposal Submission Form

In accordance with the Request for Proposal issued by Marion County, the firm referenced below hereby submits a Cost Proposal.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with Marion County for the services identified in the Request for Proposal. In addition, all Marion County Translation and Interpreter Services requirements, including insurance requirements, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: Linguava Interpreters

Signature: Krystill Brown  
Krystill Brown (Nov 13, 2023 11:11 PST)

Printed Name/Title: Krystill Brown/Director of Sales

Date: 11/13/2023

Language	On-site and SVI (Scheduled Video) Interpretation - Not on the OHA Registry Description per hour with a minimum billed of one hour. Sessions longer than one hour are billed in fifteen (15) minute prorated segments.	Cost Per Hour
ASL	On-site ASL Translation	\$250
Burmese	Oral, on-site interpretation	\$60
Chinese	Oral, on-site interpretation	\$60
Chuukese	Oral, on-site interpretation	\$60
Marshallese	Oral, on-site interpretation	\$60
Punjabi	Oral, on-site interpretation	\$60
Romanian	Oral, on-site interpretation	\$60
Russian	Oral, on-site interpretation	\$60
Somali	Oral, on-site interpretation	\$60
Spanish (to include various dialects from Mexico or Central America)	Oral, on-site interpretation	\$60
Swahili	Oral, on-site interpretation	\$60
Vietnamese	Oral, on-site interpretation	\$60
All other languages	Oral, onsite-interpretation	\$60
Other Languages	Simultaneous Interpretation	\$75
All languages	Appointment requests needed within 48 hours (if applicable)	\$10/ charge
Cancellations	Appointments cancelled within 24 hours	\$\$Scheduled duration

<b>Language</b>	<b>On-site and SVI (Scheduled Video) Interpretation Included on the OHA Registry</b> <b>Description</b> per hour with a minimum billed of one hour. Sessions longer than one hour are billed in fifteen (15) minute prorated segments.	<b>Cost Per Hour</b>
ASL	On-site ASL Translation	\$260
Burmese	Oral, on-site interpretation	\$65
Chinese	Oral, on-site interpretation	\$65
Chuukese	Oral, on-site interpretation	\$65
Marshallese	Oral, on-site interpretation	\$65
Punjabi	Oral, on-site interpretation	\$65
Romanian	Oral, on-site interpretation	\$65
Russian	Oral, on-site interpretation	\$65
Somali	Oral, on-site interpretation	\$65
Spanish (to include various dialects from Mexico or Central America)	Oral, on-site interpretation	\$65
Swahili	Oral, on-site interpretation	\$65
Vietnamese	Oral, on-site interpretation	\$65
All other languages	Oral, onsite-interpretation	\$60
Other Languages	Simultaneous Interpretation	\$80
All languages	Appointment requests needed within 48 hours (if applicable)	\$10/ charge
Cancellations	Appointments cancelled within 24 hours	\$Scheduled duration

<b>Language</b>	<b>On Demand - Remote/Over the phone (video if available) interpretation</b> <b>Description – per minute.</b> Prescheduled OPI (telephonic) with a minimum billed of one half hour. Sessions longer than one half hour are billed in fifteen (5) minute prorated segments.	<b>Cost Per minute</b>  <b>OPI/VRI</b>
ASL	Remote interpretation - Video Only	NA/\$3.49
Burmese	Remote interpretation	\$1.19/2.59
Chinese	Remote interpretation	\$1.19/2.59
Chuukese	Remote interpretation	\$1.19
Marshallese	Remote interpretation	\$1.19
Punjabi	Remote interpretation	\$1.19/2.59
Romanian	Remote interpretation	\$1.19/2.59
Russian	Remote interpretation	\$1.19/2.59
Somali	Remote interpretation	\$1.19/2.59
Spanish (to include various dialects from Mexico or Central America)	Remote interpretation	\$1.19/2.39
Swahili	Remote interpretation	\$1.19/2.59
Vietnamese	Remote interpretation	\$1.19/2.59
All languages	Appointments cancelled within 24 hours - Prescheduled <b>OPI only</b>	\$Time scheduled/charge
All Languages	Requests needed with less than 48 hour notice fee - Prescheduled <b>OPI only</b>	\$10.00

<b>Language (minimum languages)</b>	<b>Written Translation Descriptions</b>	<b>Identify Cost per Page</b>
Russian	Per page with a one page minimum (500 words single spaced)	\$ 90/page
Spanish	Per page with a one page minimum (500 words single spaced)	\$90/page
All languages	Requests for written translations needed within three business days or sooner	\$25% /charge in addition to per page cost
All other languages	See language section P. 11	By quote
All languages	Desktop Publishing and File Recreation.	\$65/75 per hour depending on language
All languages	Translation Memory Discount for repeated text	-20/75% per word depends on level of match
All languages	Project Management	5%



# LINGUAVA LANGUAGES



## Onsite Interpretation

Onsite Interpretation in the Following Languages						
Akateko (Akatek)	Cebuano	Hindi	Korean	Mien	Romanian	Thai
Amharic	Chuukese	Hmong	Kurdish	Nepali	Russian	Tibetan
Arabic	Croatian	Ilocano	Laotian	Newari	Serbian	Tigrinya
ASL	Dari	Indonesian	Latvian	Pashto	Somali	Toishanese
Bengali	Farsi	Italian	Malayalam	Pohnpeian	Spanish	Turkish
Bikol	Fijian Hindi	Japanese	Malaysian	Polish	Swahili	Ukrainian
Bosnian	French	K'anjob'al	Mam	Portuguese	Swedish	Urdu
Burmese	Gujarati	Karen	Mandarin	Punjabi	Tagalog	Vietnamese
Cambodian	Hakka	Kinyamulenge	Marshallese	Rinconada	Taiwanese	Yapese
Cantonese	Hebrew	Kinyarwanda	May May	Rohingya	Tamil	Zomi
		Kirundi				

## On Demand Video Interpretation

ASL	Arabic	Bosnian	Burmese	Cantonese	Farsi
French	Haitian Creole	Hmong	Karen	Korean	Mandarin
Nepali	Polish	Portuguese (Brazil)	Punjabi	Romanian	Russian
Somali	Spanish	Swahili	Vietnamese	Other Languages 200+ Languages in Audio	 LINGUAVA

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☎ 503.265.8515



## Scheduled Video Interpretation

Amharic	Arabic	Armenian	ASL	Bengali	Bikol	Bosnian	Burmese	Cambodian
Cantonese	Chuukese	Croatian	Dari	Farsi	Fijian Hindi	French	Gujarati	Haitian Creole
Hakka	Hebrew	Hindi	Hmong	Ilocano	Indonesian	Italian	Japanese	Karen
Korean	Kurdish	Laotian	Latvian	Lingala	Malayalam	Malaysian	Mam	Mandarin
Marshallese	May May	Mien	Nepali	Pashto	Pohnpeian	Polish	Portuguese	Punjabi
Rinconada	Rohingya	Romanian	Russian	Samoan	Serbian	Somali	Spanish	Swahili
Syrian	Tagalog	Taiwanese	Tamil	Thai	Tibetan	Tigrinya	Toishanese	Turkish
			Ukrainian	Urdu	Vietnamese	Yapese	Yoruba	Zomi

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# LINGUAVA LANGUAGES



## Over-the-Phone Interpretation

Acehnese	Belarusian	Czech	Haitian Creole	Kinyarwanda	Mara	Quechua	Taiwanese
Acholi	Bengali	Danish	Hakka (Chinese)	Kirundi	Marathi	Rohingya	Tajik
Afghani	Bosnian	Dari	Harar	Kissi	Marshallese	Romanian	Tamil
Afrikaans	Bulgarian	Dinka	Hassaniya	Kizigua (Kizigula)	Matu	Russian	Telugu
Akan	Burmese	Dioula	Hausa	Korean	Mbay	Samoan	Temne
Akateco	Cambodian	Dutch	Hebrew	Kosraean	Mende	Sango	Teochew
Albanian	Cape Verde Creole	Edo	Hindi	Krahn	Mien	Senthang	Thai
Amharic	Carolinian	Estonian	Hmong	Krio	Mina	Serbian	Tibetan
Anuak	Catalan	Ewe	Hokkien	Kunama	Mixteco (Alto)	Shanghaiese	Tigrinya
Arabic (Algerian)	Cebuano	Farsi	Hungarian	Kurdish	Mixteco (Bajo)	Shona	Toisanese
Arabic (Egyptian)	Chaldean	Finnish	Icelandic	Kurdish (Bahdini)	Moldovan	Sichuan	Tongan
Arabic (Gulf)	Chamorro	Flemish	Igbo	Kurdish (Kurmanji)	Mongolian	Sicilian	Tosk
Arabic (Iraqi)	Chao-Chow	Foodchow (Fuzhou)	Ilocano	Kurdish (Sorani)	Norwegian	Sinhalese	Trukese/Chuukes
Arabic (Jordanian)	Cherokee	French	Ilonggo	Kyrgyz	Nuer	Siyin	Turkish
Arabic (Juba)	Chin	French Canadian	Indonesian	Lao	Oromifa	Slovak	Twi
Arabic (Standard)	Chin (Falang)	French Creole	Italian	Latvian	Pashto	Slovene	Ukrainian
Arabic (Moroccan)	Chin (Hakha)	Fukienese	Japanese	Lautu	Pennsylvania Dutch	Somali	Urdu
Arabic (Sudanese)	Chin (Lai)	Fulani	Jarai	Lingala	Pidgin (Cameroonian)	Somali Bantu	Uzbek
Arabic (Yemeni)	Chin (Mizo)	Fulde	K'iche'	Lithuanian	Pidgin (Nigerian)	Soninke	Vietnamese
Armenian	Chin (Tedim)	Fuzhou	Kannada	Lorma	Polish	Soninke (Sarahuli)	Visayan
Ashanti	Chin (Zo, Zomi)	Ga	Karen	Luganda	Pohnpeian	Soninke (Sarakhole)	Wolof
Assyrian	Chin (Zophei)	Garre	Karen (Pwo)	Luo	Portuguese (Brazilian)	Sorani (Kurdish)	Xhosa
Azeri	Chinese Cantonese	Georgian	Karenni (Kayah)	Maay-Maay	Portuguese (European)	Sousou	Yapese
Bahasa (Malaysian)	Chinese Mandarin	German	Kazakh	Macedonian	Portuguese Creole	Spanish	Yiddish
Bambara	Choujo	Greek	Khmer	Malay	Pulaar	Swahili	Yoruba
Bashkir	Chuukese	Guarani	Kikongo	Malayalam	Punjabi	Swedish	Yup'ik
Basque	Cotocoli (Tem)	Gujarati	Kikuyu	Mam	Q'eqchi'	Sylheti	Zapotec
Bassa	Croatian	Hainanese	Kinyamulenge	Mandinka	Q'anjob'al	Tagalog (Filipino)	Zulu

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## Translation and Localization

### Language

Afrikaans  
Albanian  
Amharic  
Arabic  
Armenian  
Bosnian  
Burmese  
Cambodian  
Chinese-Simplified  
Chinese-Traditional  
Chuukese  
Czech  
Danish  
Farsi  
French-Canada  
French-France  
German  
Greek  
Hebrew  
Hindi  
Hmong  
Indonesian  
Italian  
Japanese

### Language

Kinyarwanda  
Kirundi  
Korean  
Lao  
Lithuanian  
Malay  
Malaysian  
Marshallese  
Mien  
Nepali  
Norwegian  
Oromo  
Polish  
Portuguese-Brazil  
Portuguese-Portugal  
Punjabi  
Romanian  
Russian  
Serbian  
Slovak  
Slovenian  
Somali  
Spanish-Latin America  
Spanish-Mexico

### Language

Spanish-Puerto Rico  
Spanish-Spain  
Spanish-US  
Swahili  
Swedish  
Tagalog  
Tigrinya  
Thai  
Turkish  
Ukrainian  
Urdu  
Vietnamese  
Yoruba

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### **ATTACHMENT 3**

#### **Criminal History Check Assurance**

Agency: Linguava Interpreters, Inc.

As a duly authorized representative of the Agency named above, I assure that a Criminal History Records Check has been completed on all of Agency's employees, supervisors, acting in capacity supervisors, temporary staff and volunteers providing services under contract #~~HE~~-5871-24 with Marion County, on behalf of the Health & Human Services Department. This assurance is effective for the term of the contract.

---

Authorized Signature

Date

---

Typed Name and Title of Authorized Official





## Attachment 4

# Confidentiality Statement

*For purposes of this document: "staff" means any person doing work for Marion County Health & Human Services, whether paid or unpaid; "individual" means a person who receives services or benefits from Marion County Health & Human Services; "confidentiality" means that property, data or information of an individual is not made available or disclosed to any person or other entity that should not have the information; "PHI" means protected health information.*

Confidentiality is the preservation, in confidence, of an individual's information or potential individual's information, which may be received, created, used, maintained or disclosed in an individual-staff relationship. Marion County Health & Human Services is subject to state and federal laws regarding the confidentiality of an individual's information; Marion County Health & Human Services follows these laws and rules by policy.

All individual's treatment information records are confidential, including medical and mental health information, which is maintained on paper, or electronically through computerized data systems. This also includes but is not limited to information transmitted via a FAX machine, by telephone, or during any verbal conversations. Confidentiality can be violated by:

- Leaving an individual's files open on desks, on electronic storage media, or on a computer screen unattended or in view of visitors or other unauthorized persons;
- Sending or attaching confidential information using e-mail without indicating PHIMC in the subject line;
- Discussing confidential information in public places, such as: elevators; public hallways; restaurants; restrooms; on the bus; or at home;
- Casually discussing confidential information with unauthorized persons such as family members or friends;
- Tossing paperwork containing confidential information in a wastebasket or regular recycle bin without shredding;
- Using telephones in the community where others may easily overhear a conversation regarding an individual's information;
- Using or disclosing confidential information for personal gain, commercial gain or for malicious purposes;
- Sharing computer usernames and passwords with co-workers, volunteers, student interns, etc.;
- Disclosing an individual's information without confirming that a valid authorization to disclose is on file or that policy or law allows the disclosure.

Confidential information may be used and disclosed under certain circumstances, for example: Marion County Health & Human Services uses and discloses confidential information for treatment, payment and health care operations; for reporting abuse and/or neglect; for a medical emergency; if there is a clear danger or threat to health and safety to you or others; a court order release of the information. **Note: If you receive a subpoena for records or receive a telephone call from an attorney, consult with a supervisor.**

As staff of Marion County Health & Human Services, you are required to be knowledgeable of the privacy policies and procedures pertinent to state and federal laws and rules for the Service Area(s) in which you work. You are also responsible to be knowledgeable of changes and/or new privacy policies and procedures.

Under Oregon law, Marion County may be legally liable for your actions, which are within the course and scope of your duties as staff. However, it could be determined that improper use or disclosure of confidential information is outside the course and scope of your duties. As a result, the County could refuse to defend you in any legal action. In addition, any improper disclosure of confidential information may be cause for disciplinary action (subject to County policy), up to and including, termination of employment or separation of service.

My signature below certifies that I have read and fully understand the statements above. I further understand and agree that as staff of Marion County, I have a duty, and will abide by policies, procedures and laws governing the preservation of confidential information. I understand that it is my responsibility to ask a supervisor for clarification of the applicable policies, procedures and laws. When in doubt, I will not disclose any protected health information/confidential information without first consulting with a supervisor.

\_\_\_\_\_  
Staff Name (please print above)


\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Designee

\_\_\_\_\_  
Date

Rev.: 04/19

<b>Policy Category:</b> Client Services & Records		<b>MARION COUNTY</b>  <b>Health Department</b>		<b>Policy No:</b> 100.16
<b>Assigned E.T. Member:</b> Roy Deede		<b>Pages:</b> 8		<b>Approved Date:</b> 6/25/13
<b>Policy Title:</b> Interpreter Services		<b>Reviewed By:</b> Contracts Team Cultural Comp. Committee/QIC ET		<b>Approved By:</b> 
<b>Adopted:</b> 12/1998		<b>Reviewed:</b> 10/24/2008 6/25/2013		<b>Revised:</b> 5/7/2013

**PURPOSE:** Upon request by Department of Health and Human Services, MCHD service areas, or clients; make available to clients with Limited English Proficiency (LEP), and without charge to clients, interpreting services. Interpreting services shall consist of; oral interpreting services, interpreting services for persons with impaired hearing, and written document translation as it pertains to services offered by Marion County Health Department.

## **PROCEDURE:**

### **I. INTERPRETERS**

- A. Only Interpreters that have a current Contract for Services Agreement with Marion County may provide services.
- B. Interpreters must adhere to the Code of Professional Responsibility for Interpreters in the Oregon Courts (see Attachment A).
- C. As an attachment to the Agreements; Interpreters will have reviewed and signed "MCHD Behavioral Expectations for Interpreters" (see Attachment B).

### **II. REQUESTING INTERPRETER SERVICES**

- A. MCHD Contracts and Related Services (CARS) Team will be responsible for establishing contractual relationships with Interpreters and maintaining current *Interpreter List*.
- B. Authorized Service Area staff will contact Interpreters for services utilizing the *Interpreters List* found on MCHD Intranet: *Interpreter Information\Interpreter List*
- C. When scheduling with Interpreter services, the following information will be provided; date, time, location, client(s) name, Service Area scheduling the service, name of MCHD person who will be present during appointment, and scheduler's name.
- D. Interpreting services must be carried out at a separate location other than the Interpreter's principal place of business.

### **III. SERVICE AREA RESPONSIBILITIES**

- A. Supervisors whose service areas utilize Interpreters will be responsible to have staff trained on utilizing Interpreter services.
- B. Supervisors will provide periodic refresher training on utilizing Interpreters for current staff.

- C. Staff interacting with the Interpreter will verify at the beginning of the appointment that the Interpreter is familiar with and agrees to adhere to the standards of practice identified in the “National Standards of Practice for Interpreters in Health Care” (attached). Provide a copy if necessary.
- D. A Supervisor or designated staff of the service area that provided Interpreter services will be responsible to authorize Interpreter’s invoice payment, provide service code for services rendered and forward invoices to MCHD Accounts Payable for payment.
- E. Staff will participate in periodic surveys to evaluate and improve interpreter services.
- F. Staff will notify Supervisor any problems with Interpreters within twenty-four hours of an appointment.

## STANDARDS OF PRACTICE

### ACCURACY

#### OBJECTIVE:

To enable other parties to know precisely what each speaker has said.

#### *Related ethical principle:*

Interpreters strive to render the message accurately, conveying the content and spirit of the original message, taking into consideration the cultural context.

1. The interpreter renders all messages accurately and completely, without adding, omitting, or substituting.  
*For example, an interpreter repeats all that is said, even if it seems redundant, irrelevant, or rude.*
2. The interpreter replicates the register, style, and tone of the speaker.  
*For example, unless there is no equivalent in the patient's language, an interpreter does not substitute simpler explanations for medical terms a provider uses, but may ask the speaker to re-express themselves in language more easily understood by the other party.*
3. The interpreter advises parties that everything said will be interpreted.  
*For example, an interpreter may explain the interpreting process to a provider by saying "everything you say will be repeated to the patient."*
4. The interpreter manages the flow of communication.  
*For example, an interpreter may ask a speaker to pause or slow down.*
5. The interpreter corrects errors in interpretation.  
*For example, an interpreter who has omitted an important word corrects the mistake as soon as possible.*
6. The interpreter maintains transparency.  
*For example, when asking for clarification, an interpreter says to all parties, "I, the interpreter, did not understand, so I am going to ask for an explanation."*





## STANDARDS OF PRACTICE

### CONFIDENTIALITY

#### OBJECTIVE:

To honor the private and personal nature of the health care interaction and maintain trust among all parties.

#### *Related ethical principle:*

Interpreters treat as confidential, within the treating team, all information learned in the performance of their professional duties, while observing relevant requirements regarding disclosure.

7. The interpreter maintains confidentiality and does not disclose information outside the treating team, except with the patient's consent or if required by law.

*For example, an interpreter does not discuss a patient's case with family or community members without the patient's consent.*

8. The interpreter protects written patient information in his or her possession.

*For example, an interpreter does not leave notes on an interpreting session in public view.*

### IMPARTIALITY

#### OBJECTIVE:

To eliminate the effect of interpreter bias or preference.

#### *Related ethical principle:*

Interpreters strive to maintain impartiality and refrain from counseling, advising, or projecting personal biases or beliefs.

9. The interpreter does not allow personal judgments or cultural values to influence objectivity.

*For example, an interpreter does not reveal personal feelings through words, tone of voice, or body language.*

10. The interpreter discloses potential conflicts of interest, withdrawing from assignments if necessary.

*For example, an interpreter avoids interpreting for a family member or close friend.*



## STANDARDS OF PRACTICE

### RESPECT

#### OBJECTIVE:

To acknowledge the inherent dignity of all parties in the interpreted encounter.

#### *Related ethical principle:*

Interpreters treat all parties with respect.

11. The interpreter uses professional, culturally appropriate ways of showing respect.

*For example, in greetings, an interpreter uses appropriate titles for both patient and provider.*

12. The interpreter promotes direct communication among all parties in the encounter.

*For example, an interpreter may tell the patient and provider to address each other, rather than the interpreter.*

13. The interpreter promotes patient autonomy.

*For example, an interpreter directs a patient who asks him or her for a ride home to appropriate resources within the institution.*

### CULTURAL AWARENESS

#### OBJECTIVE:

To facilitate communication across cultural differences.

#### *Related ethical principle:*

Interpreters strive to develop awareness of the cultures encountered in the performance of interpreting duties.

14. The interpreter strives to understand the cultures associated with the languages he or she interprets, including biomedical culture.

*For example, an interpreter learns about the traditional remedies some patients may use*

15. The interpreter alerts all parties to any significant cultural misunderstanding that arises.

*For example, if a provider asks a patient who is fasting for religious reasons to take an oral medication, an interpreter may call attention to the potential conflict.*

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## STANDARDS OF PRACTICE

### ROLE BOUNDARIES

#### OBJECTIVE:

To clarify the scope and limits of the interpreting role, in order to avoid conflicts of interest.

#### *Related ethical principle:*

The interpreter maintains the boundaries of the professional role, refraining from personal involvement.

16. The interpreter limits personal involvement with all parties during the interpreting assignment.

*For example, an interpreter does not share or elicit overly personal information in conversations with a patient.*

17. The interpreter limits his or her professional activity to interpreting within an encounter.

*For example, an interpreter never advises a patient on health care questions, but redirects the patient to ask the provider.*

18. The interpreter with an additional role adheres to all interpreting standards of practice while interpreting.

*For example, an interpreter who is also a nurse does not confer with another provider in the patient's presence, without reporting what is said.*



# STANDARDS OF PRACTICE

## PROFESSIONALISM

### OBJECTIVE:

To uphold the public's trust in the interpreting profession.

### *Related ethical principle:*

Interpreters at all times act in a professional and ethical manner.

19. The interpreter is honest and ethical in all business practices.  
*For example, an interpreter accurately represents his or her credentials.*
20. The interpreter is prepared for all assignments.  
*For example, an interpreter asks about the nature of the assignment and reviews relevant terminology.*
21. The interpreter discloses skill limitations with respect to particular assignments.  
*For example, an interpreter who is unfamiliar with a highly technical medical term asks for an explanation before continuing to interpret.*
22. The interpreter avoids sight translation, especially of complex or critical documents, if he or she lacks sight translation skills.  
*For example, when asked to sight translate a surgery consent form, an interpreter instead asks the provider to explain its content and then interprets the explanation*
23. The interpreter is accountable for professional performance.  
*For example, an interpreter does not blame others for his or her interpreting errors.*
24. The interpreter advocates for working conditions that support quality interpreting.  
*For example, an interpreter on a lengthy assignment indicates when fatigue might compromise interpreting accuracy.*
25. The interpreter shows respect for professionals with whom he or she works.  
*For example, an interpreter does not spread rumors that would discredit another interpreter.*
26. The interpreter acts in a manner befitting the dignity of the profession and appropriate to the setting.  
*For example, an interpreter dresses appropriately and arrives on time for appointments.*

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## STANDARDS OF PRACTICE

### PROFESSIONAL DEVELOPMENT

#### OBJECTIVE:

To attain the highest possible level of competence and service.

#### *Related ethical principle:*

Interpreters strive to further their knowledge and skills, through independent study, continuing education, and actual interpreting practice.

27. The interpreter continues to develop language and cultural knowledge and interpreting skills.

*For example, an interpreter stays up to date on changes in medical terminology or regional slang.*

28. The interpreter seeks feedback to improve his or her performance.

*For example, an interpreter consults with colleagues about a challenging assignment.*

29. The interpreter supports the professional development of fellow interpreters.

*For example, an experienced interpreter mentors novice interpreters.*

30. The interpreter participates in organizations and activities that contribute to the development of the profession.

*For example, an interpreter attends professional workshops and conferences.*

### ADVOCACY

#### OBJECTIVE:

To prevent harm to parties that the interpreter serves.

#### *Related ethical principle:*

When the patient's health, well-being or dignity is at risk, an interpreter may be justified in acting as an advocate.

31. The interpreter may speak out to protect an individual from serious harm.

*For example, an interpreter may intervene on behalf of a patient with a life-threatening allergy, if the condition has been overlooked.*

32. The interpreter may advocate on behalf of a party or group to correct mistreatment or abuse.

*For example, an interpreter may alert his or her supervisor to patterns of disrespect towards patients.*

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