



AGENDA ^{*}Revised

Added Consent item G.1

Thursday October 18, 2018 - 9:45 AM (note time change)
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-108

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for Regional Housing Measure Implementation Planning
2. Request for Approval to apply for Brownfields Assistance Grant through Metro for an Environmental Assessment at Clackamas Heights

II. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Presentation Regarding Earthquake Preparedness and the Clackamas County Shake Out Drill (Jamie Poole, Department of Disaster Management)

III. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

IV. PUBLIC HEARING *(The following item will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Approval of Multiple Board Orders Accepting a Transfer of Jurisdiction from Clackamas County to the City of Happy Valley for the following County Roads:
Board Order No. _____ for all of SE Vogel Road (County Road No. 2364)
Board Order No. _____ for a portion of SE Armstrong Circle (County Road No. 1189)
Board Order No. _____ for all of SE Rock Creek Court (County Road No. 2975)
Board Order No. _____ for all of SE Stoneybrook Court (County Road No. 3014)
Board Order No. _____ for all of SE Hemrich Road (County Road No. 494)
Board Order No. _____ for a portion of SE Sunnyside Road (County Road No.1040)
(Rick Maxwell, Department of Transportation & Development)

V. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of Amendment No. 2 to a Revenue Agreement with CareOregon for the Primary Care Payment Model (Track 2) Program -Per Member Per Month (PMPM) Incentive Program – *Health Centers*
2. Approval of Amendment No. 1 to a Revenue Agreement with CareOregon for the Integrated Behavioral Health Program - Per Member Per Month (PMPM) Incentive Program – *Health Centers*
3. Approval of Amendment No. 5 to a Revenue Agreement with Providence Health Plan (PHP) and Providence Health Assurance (PHA) for the Modification of Oregon Health Plan (OHP) Line of Business - Yamhill Community Care Organization (YCCO) OHP Networks Program – *Health Centers*
4. Approval of an Intergovernmental Agreement with Clackamas Fire District No. 1 for Project Hope: Opioid Prevention and Reduction – *Health Centers*
5. Authorization to Purchase Three Category B Transit Buses for the Mt Hood Express Transit Service – *Social Services*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the City of Happy Valley Regarding the Transfer of SE Vogel Road, a Portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a Portion of SE Sunnyside Road
2. Approval of an Intergovernmental Agreement with University of Oregon for an AmeriCorps Member to Help Support Sustainability Related Work

C. Finance Department

1. Approval of Contracts for On-call Interpreter Services for Clackamas County Departments – *Procurement*
2. Approval of a Contract with Frontline Facilities Management & Maintenance LLC for Window Cleaning Services – *Procurement*

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

E. County Administration

1. Approval of Clackamas County Housing Needs Assessment Amendment No. 1 With Economic Consultants Oregon, LTD., DBA EcoNorthwest to provide a Housing Needs Assessment of Clackamas County – *Procurement*

F. Business & Community Services

1. Approval of Renewal for Lease Agreement HSCG89-18-1-0034 with the United States Coast Guard for a portion of property on Hog Island for Willamette River Light 14

***G. Technology Services**

1. Approval of Service Level Agreement Amendment No. 1 between Clackamas Broadband eXchange and the Estacada School District.

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Grant Agreement with Oregon Parks and Recreation Department (OPRD) for Development of a Nature Play Area at the Boardman Wetland Property

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>

October 18th, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for Regional Housing Measure Implementation Planning

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for Regional Housing Measure Implementation Planning Funds.
Dollar Amount and Fiscal Impact	\$10,000 of grant funds from Metro Implementation Planning Funds
Funding Source(s)	Metro Funds No County General Funds
Duration	October 18 th , 2018 - December 31, 2018
Previous Board Action	N/A
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #9057

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement with Metro for the funding and completion of implementation planning activities in advance of the Regional Housing Measure.

On June 7, 2018, the Metro Council adopted Resolution No. 18-4898 "For the Purpose of Referring to the Metro Area Voters a Ballot Measure Authorizing General Obligation Bond Indebtedness in an Amount Not to Exceed \$652.8 Million to Fund Affordable Housing; and Setting Forth the Official Intent of the Metro Council To Reimburse Certain Expenditures Out of the Proceeds of said Bonds Upon Issuance" (the "Regional Housing Measure").

On June 7, 2018, the Metro Council also passed Resolution No. 18-4895 "For the Purpose of Adopting the Metro Chief Operating Officer Recommendation Regarding Regional Investment Strategy: Affordable Homes for Greater Portland," providing direction to Metro staff for the planning and implementation of the Regional Housing Measure with jurisdictional partners and the community.

Metro seeks to provide financial support to HACC to support preliminary planning activities necessary to develop local implementation plans and affordable housing project concepts to ensure project readiness if the Regional Housing Measure passes.

Metro will provide HACC with \$10,000 in technical assistance funding to support planning for community engagement and racial equity, as well as architectural modeling for rehabilitation of

the Webster Road property in Gladstone. Of the \$10,000, \$7,000 are to be used by HACC to contract with a community engagement consultant to advise on the outreach and racial equity strategy for planning of the site, and on our development outreach strategy, more broadly. Engagement with the surrounding property owners and with potential partners will be crucial for the success of the project. The final vision for the project will be developed with input from stakeholders made up of neighbors, adjacent local churches, service providers and others. Additionally, this project presents an opportunity to explore racial equity approaches that could be applied to other HACC projects and to HACC's local implementation strategy for bond program implementation. With the remaining \$3,000, HACC will execute a task order with our contracted Owner's Representative Architect to complete high-level architectural modeling for the site. The modeling will include zoning analysis, recommendation for interior rehabilitation, preliminary costs, and unit mix. This modeling will be developed concurrently with the financing strategy and proforma.

No County General Funds are involved. County Counsel has reviewed & approved the Intergovernmental Agreement.

RECOMMENDATION:

Staff recommends the HACC Board approve the Intergovernmental Agreement with Metro for the Regional Housing Measure Implementation Planning Funds. Staff also recommends Richard Swift sign on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

INTERGOVERNMENTAL AGREEMENT

Contract No. _____
HACC Contract No. 9057

THIS AGREEMENT is between Metro, an Oregon municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, (“Metro”), and Housing Authority of Clackamas County, 13930 S. Gain Street, Oregon City, Oregon 97045 (“HACC”).

RECITALS

- A. By the authority granted in ORS 190.110, units of local government may enter into agreements with units of local government for the performance of any or all functions and activities that the parties to the agreement, its officers, or agents have the authority to perform.
- B. On June 7, 2018, the Metro Council adopted Resolution No. 18-4898 “For the Purpose of Referring to the Metro Area Voters a Ballot Measure Authorizing General Obligation Bond Indebtedness in an Amount Not to Exceed \$652.8 Million to Fund Affordable Housing; and Setting Forth the Official Intent of the Metro Council To Reimburse Certain Expenditures Out of the Proceeds of said Bonds Upon Issuance” (the “Regional Housing Measure”).
- C. On June 7, 2018, the Metro Council also passed Resolution No. 18-4895 “For the Purpose of Adopting the Metro Chief Operating Officer Recommendation Regarding Regional Investment Strategy: Affordable Homes for Greater Portland,” providing direction to Metro staff for the planning and implementation of the Regional Housing Measure with jurisdictional partners and the community.
- D. Metro seeks to provide financial support to its jurisdictional partners to support preliminary planning activities necessary to develop local implementation plans and affordable housing project concepts to ensure project readiness if the Regional Housing Measure passes.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the parties agree as follows:

TERMS OF AGREEMENT

1. Term.

This Agreement shall be effective as of the latest date all required signatures are obtained (the “Effective Date”) and shall be completed and automatically terminate on December 31, 2018, unless extended by a fully executed amendment in writing and signed by both parties.

2. Funding, Approved Costs and Responsibilities of Clackamas County.

- a. Metro agrees to pay Clackamas County a total of TEN THOUSAND AND NO/100TH DOLLARS (\$10,000.00) (the “Implementation Planning Funds”) to support the preliminary planning activities related to local implementation of the Regional Housing Measure described in

the Project Scope attached hereto as Exhibit A (the "Implementation Planning Activities") in accordance with the Schedule for Release also included on the attached Exhibit A. Metro will not be responsible for payment for any materials, expenses, services, costs or fees related to the Implementation Planning Activities. Clackamas County specifically agrees that the Implementation Planning Funds provided under this Agreement shall only be used for the Implementation Planning Activities specified in Exhibit A.

- b. Clackamas County is exclusively responsible for all costs and expenses related to its employment of individuals performing the Implementation Planning Activities referenced in this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
- c. Clackamas County is responsible for compliance with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Clackamas County's undertaking of the Implementation Planning Activities referenced in this Agreement, including, without limitation, the provisions of ORS Chapter 279.

3. Payment, Billing and Reporting Requirements.

- a. Metro will pay the Implementation Planning Funds to Clackamas County upon receipt of a signed invoice requesting the release of funds. Clackamas County's invoice shall comport with the Schedule for Release of Funds and may consist of both requests for release of funds in advance and for reimbursement for funds expended. No Implementation Planning Funds may be paid to Clackamas County for expenditures incurred prior to the Effective Date of this Agreement.
- b. Requests for release of funds in advance must include an itemized, detailed estimate of expenses. Clackamas County must thereafter document the expenditure of funds released in advance by submitting verifiable receipts and invoices to Metro monthly as expenses are paid, but no later than ninety (90) days from the date of the expenditure.
- c. Requests for reimbursement of expenses must be accompanied by Clackamas County's invoice which shall include (1) the Metro contract number, (2) remittance address, (3) invoice date, (4) invoice number, (5) invoice amount, and (6) an itemized statement listing the itemized expenses and contributions received from all sources, accompanied by verifiable receipts and invoices documenting the expenditures by Clackamas County of funds to be reimbursed. A copy of such invoice shall also be sent electronically to metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Payment to Clackamas County for approved and completed work will be made within thirty (30) days of approval of Clackamas County invoice.

4. Project Managers; Contacts.

Clackamas County appoints Angel Sully as Clackamas County's project manager for this Agreement. Metro appoints Emily Lieb as Metro's project manager for this Agreement.

Metro: Emily Lieb
600 NE Grand Ave.
Portland, OR 97232
503-797-1921
Emily.Lieb@oregonmetro.gov

HACC: Angel Sully
13900 S. Gain Street
Oregon City, OR 97045
503-650-3165
asully@clackamas.us

5. Right to Withhold Payments.

Metro shall have the right to withhold from payments due to Clackamas County such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Clackamas County's performance or failure to perform under this Agreement or the failure of Clackamas County to make proper payment to any suppliers or subcontractors. Any funds disbursed to Clackamas County under this Agreement that are expended in violation or contravention of the provisions of this Agreement, or that remain unspent earlier than the termination of this Agreement must be returned to Metro within fifteen (15) days of Metro's written request.

6. Termination of Agreement.

This Agreement may be terminated by mutual written consent of both parties. Metro may terminate this Agreement effective upon delivery of written notice to Clackamas County, or at such later date as may be established by Metro, under any of the following conditions (a) Clackamas County fails to undertake any of the Implementation Activities described in the attached Exhibit A within the time specified herein or any extension thereof; or (b) if Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if Metro is prohibited from paying for such work from the planned funding source. Furthermore, if the voters do not pass the Regional Housing Measure on the November 6, 2018 ballot, this Agreement shall automatically terminate and (i) Clackamas County shall only invoice Metro and be entitled to reimbursements for expenses incurred prior to November 7, 2018 and (ii) Clackamas County shall promptly return to Metro any unspent Implementation Planning Funds advanced to Clackamas County in accordance with Section 3(b).

7. Insurance.

Metro and Clackamas County are self-insured for general liability insurance and workers' compensation insurance coverages. Each party is responsible for the wages and benefits of its respective employees performing any work or services related to this Agreement or the Implementation Activities.

8. Indemnification.

Nothing contained in this Agreement or any acts of the parties shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, between Metro and Clackamas County. Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, Clackamas County shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of, or in any way connected with, its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Clackamas County's designs or other materials by Metro and for any claims or disputes involving subcontractors.

9. Access to Records.

At Metro's request, Clackamas County shall promptly provide Metro with copies of all work products related to the Implementation Planning Activities that are produced or recorded pursuant to this Agreement. Clackamas County shall maintain all fiscal records in accordance with generally accepted accounting principles and shall maintain records for a period of six (6) years from the date of final completion of this Agreement.

10. Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written amendment signed by both parties.

11. Governing Law.

This Agreement shall be governed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of laws, rules, and doctrines. Any litigation between the parties that arises out of or relates to the performance of the Agreement shall occur in the Clackamas County Circuit Court if brought by Clackamas County and the Multnomah County Circuit Court if brought by Metro, and if in the federal courts, the United States District Court for Oregon.

12. Assignment; Merger; Entire Agreement.

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent. This Agreement and attached exhibit(s) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless it is in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a part to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision, or of any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Metro,

By: _____
Martha Bennett, Chief Operating Officer

Date

Signing on Behalf of the Housing Authority Board

Richard Swift, Director
Health, Housing and Human Services

Date

Exhibit "A"
PROJECT SCOPE AND
SCHEDULE FOR RELEASE OF FUNDS

Implementation Planning Activities

The Housing Authority of Clackamas County (HACC) will use technical assistance funding to support planning for community engagement and racial equity, as well as architectural modeling for a rehabilitation of the Webster Road property in Gladstone. HACC currently has a purchase and sale agreement with the owner of this property and is in the beginning of its due diligence.

This property was formerly an adolescent residential care facility. While the neighborhood had gotten accustomed to a certain level of housing and services on the site, HACC's redevelopment concept could double, possibly triple, the number of units.

Community Engagement and Racial Equity Strategy

Scope: HACC will contract with a community engagement consultant to advise on the outreach and racial equity strategy for planning of the site, and on our development outreach strategy, more broadly.

Engagement with the surrounding property owners and with potential partners will be crucial for the success of the project. The final vision for the project will be developed with input from stakeholders made up of neighbors, adjacent local churches, service providers and others. Additionally, this project presents an opportunity to explore racial equity approaches that could be applied to other HACC projects and to HACC's local implementation strategy for bond program implementation.

Actual engagement would occur in 2019.

Budget: \$7,000

Deliverable: High-level community engagement and racial equity strategy.

Timeline: by November 1st, 2018

Architectural Modeling for Site

Scope: HACC will execute a task order with our contracted Owner's Representative Architect to complete high-level architectural modeling for the site. The modeling will include zoning analysis, recommendation for interior rehabilitation, preliminary costs, and unit mix. This modeling will be developed concurrently with the financing strategy and proforma.

Budget: \$3,000

Deliverable: High-level Architectural Modeling for the site.

Timeline: by December 1st, 2018

Schedule for Release of Funds

Milestone	Project Milestones and Deliverables	Due Date*	Payment
1	Signed Intergovernmental Agreement document	October 18, 2018	\$0
2	Community engagement strategy and draft racial equity concepts	November 1, 2018	\$7,000
3	Participation in Metro partner discussions in September and/or November to share update on progress	November 30, 2018	\$0
4	High-level Architectural Modeling for the site.	December 31, 2018	\$3,000

October 18, 2018

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Requesting Approval to apply for Brownfields Assistance Grant through Metro for an
Environmental Assessment at Clackamas Heights

Purpose/Outcomes	Approval to apply for up to \$30,000 in Brownfields Grant funding for environmental assessment at Clackamas Heights property
Dollar Amount & Fiscal Impact	Maximum grant award of \$30,000 No County General Funds
Funding Source	Metro Brownfields Recycling Program Fund
Duration	October 1 – February 2018
Previous Board Action	N/A
Strategic Plan Alignment	1. Individual and families in need are healthy and safe 2. Ensure safe, healthy & secure communities
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to apply for up to \$30,000 in grant funds through Metro to perform Phase I, Phase II and Hazardous Materials testing at the Clackamas Heights property located in Oregon City.

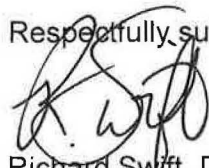
HACC has been awarded \$220,000 by Metro for a Master Planning Process on the Clackamas Heights site. If awarded, the Brownfield Program grant funds, will help in completing the environmental due diligence required on the site prior to undertaking the master planning process.

Clackamas Heights is 16.6 acres in size and currently contains (i) 100 units of Public Housing, (ii) the Public Housing maintenance office, and (iii) the Housing Authority Administrative office. It is zoned R 3.5 Medium Density Residential. HACC has plans for Clackamas Heights that includes a mixed use/mixed income development increasing the number of affordable housing units.

RECOMMENDATION:

Staff recommends the HACC Board's approval to apply for the Metro Brownfields Assistance Grant program. Additionally, staff recommends the HACC Board authorize Chuck Robbins, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the Brownfield Grant.

Respectfully submitted,



Richard Swift, Director



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

October 18, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation Regarding Earthquake Preparedness and the Clackamas County Shake Out Drill

Purpose/Outcome	Awareness, safety, and protection during an earthquake.
Dollar Amount and Fiscal Impact	No direct budget impacts since this is an annual program that is shared between multiple County departments.
Funding Source	No County General Funds are involved.
Duration	Shakeout occurs on October 18 at 10:18 AM
Previous Board Action/Review	No Board Action necessary. This is an annual earthquake safety drill.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness. 2. Ensure safe, healthy and secure communities.
Contact Person	Jamie Poole, Outreach and Technology Coordinator, Disaster Management, x8838
Contract No.	Not Applicable

BACKGROUND:

Oregon is earthquake country and Clackamas County knows this first hand. In March 1993, the "Spring Break" quake roused many residents from sleep, damaging numerous homes and business, including severely damaging Molalla High School. State-wide, increasing attention is being given to the Cascadia Subduction Zone off of the Oregon coast and the potential for a magnitude 9.0 great earthquake.

Clackamas County requires all employees to participate in this annual earthquake drill to practice drop, cover and hold on. Some County facilities will also practice evacuating after the drill. Residents and businesses are encouraged to take part in practicing this personal protective measure to make taking immediate action more intuitive, since earthquakes strike with no warning. We encourage residents and businesses to take time afterwards and conduct a safety inspection to identify and mitigate potential falling hazards at home or work.

RECOMMENDATION:

Presentation only, recommendation is for all County employees to participate in the October 18th Shake Out drill.

Respectfully submitted,

Nancy Bush, Director
Department of Emergency Management



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October, 18 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from
Clackamas County to the City of Happy Valley of
SE Vogel Road (County Road #2364)**

Purpose/Outcomes	Jurisdictional transfer of SE Vogel Road to the City of Happy Valley
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and maintenance monies used on a County maintained portion of road located entirely within the City of Happy Valley
Funding Source	N/A
Duration	Upon execution; permanent
Previous Board Action	N/A
Strategic Plan Alignment	Build a strong infrastructure Build public trust through good government
Contact Person	Rick Maxwell, Engineering Tech; 503-742-4671

There are certain County roads, such as SE Vogel Road in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer SE Vogel Road to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service.

The County and the City of Happy Valley have an agreement to transfer SE Vogel Road containing approximately 185,400 square feet of Right-of-Way. By accepting jurisdiction over the SE Vogel Road, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of SE Vogel Road.

Respectfully submitted,

Rick Maxwell- Engineering Technician
Attachments: Board order, Exhibit

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the City of Happy Valley, jurisdiction over SE Vogel Road County Road No. 2364, DTD No. 23038



Board Order No. _____

Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer all of the following road:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
SE Vogel Road	2364	23038	MP 0.00	MP 0.74	185,400;

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of SE Vogel Road to the City of Happy Valley such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the roadway described herein, 185,400 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Happy Valley, jurisdiction over
SE Vogel Road County Road No.
2364, DTD No. 23038



Board Order No. _____

Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT 1

BEGIN MILE POINT 0.00

SE FOSTER RD.

(COUNTY ROAD NO. 2364)

APPROXIMATE HAPPY VALLEY CITY LIMITS

CITY OF HAPPY VALLEY

RACHELLA CT.

SE VOGEL RD.

END MILE POINT 0.74

SE 172ND AVE.

SE SUNNYSIDE RD.

 TRANSFERRED ROAD

LOCATED IN THE NE 1/4 OF SECTION 6, T.2S., R.3E. W.M., AND THE NW 1/4 OF SECTION 5, T.2S., R.3E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 9/5/2018

JURISDICTIONAL TRANSFER

SE VOGEL ROAD COUNTY ROAD NO. 2364

SHEET

1 OF 1



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

October, 18 2018

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from
Clackamas County to the City of Happy Valley of a portion of
SE Armstrong Circle (County Road #1189)**

Purpose/Outcomes	Jurisdictional transfer of a portion of SE Armstrong Circle to the City of Happy Valley.
Dollar Amount and Fiscal Impact	County agrees to apply slurry seal coating to that portion of Armstrong Circle being transferred. Cost savings in the form of staff time and maintenance monies used on a County maintained portion of road located entirely within the City of Happy Valley.
Funding Source	Road Fund
Duration	Upon execution; permanent.
Previous Board Action	N/A
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Rick Maxwell, Engineering Tech; 503-742-4671

There are certain County roads, such as SE Armstrong Circle in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer a portion of SE Armstrong Circle to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service.

The County and the City of Happy Valley have an agreement to transfer a portion SE Armstrong Circle containing approximately 152,230 square feet of Right-of-Way. By accepting jurisdiction over a portion of SE Armstrong Circle, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of a portion SE Armstrong Circle.

Respectfully Submitted,

Rick Maxwell - Engineering Technician
Attachments: Board Order, Exhibit

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Happy Valley, jurisdiction over
Portions of SE Armstrong Circle County
Road No.1189, DTD No. 23051



Board Order No. _____

Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer a portion of the following road:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
SE Armstrong Circle	1189	23051	MP 0.00	MP 0.35	152,230;

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of portions of SE Armstrong Circle to the City of Happy Valley such that full and absolute jurisdiction of said portions of roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the portion of roadway described herein, 152,230 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Happy Valley, jurisdiction over
Portions of SE Armstrong Circle County
Road No.1189, DTD No. 23051



Board Order No. _____

Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

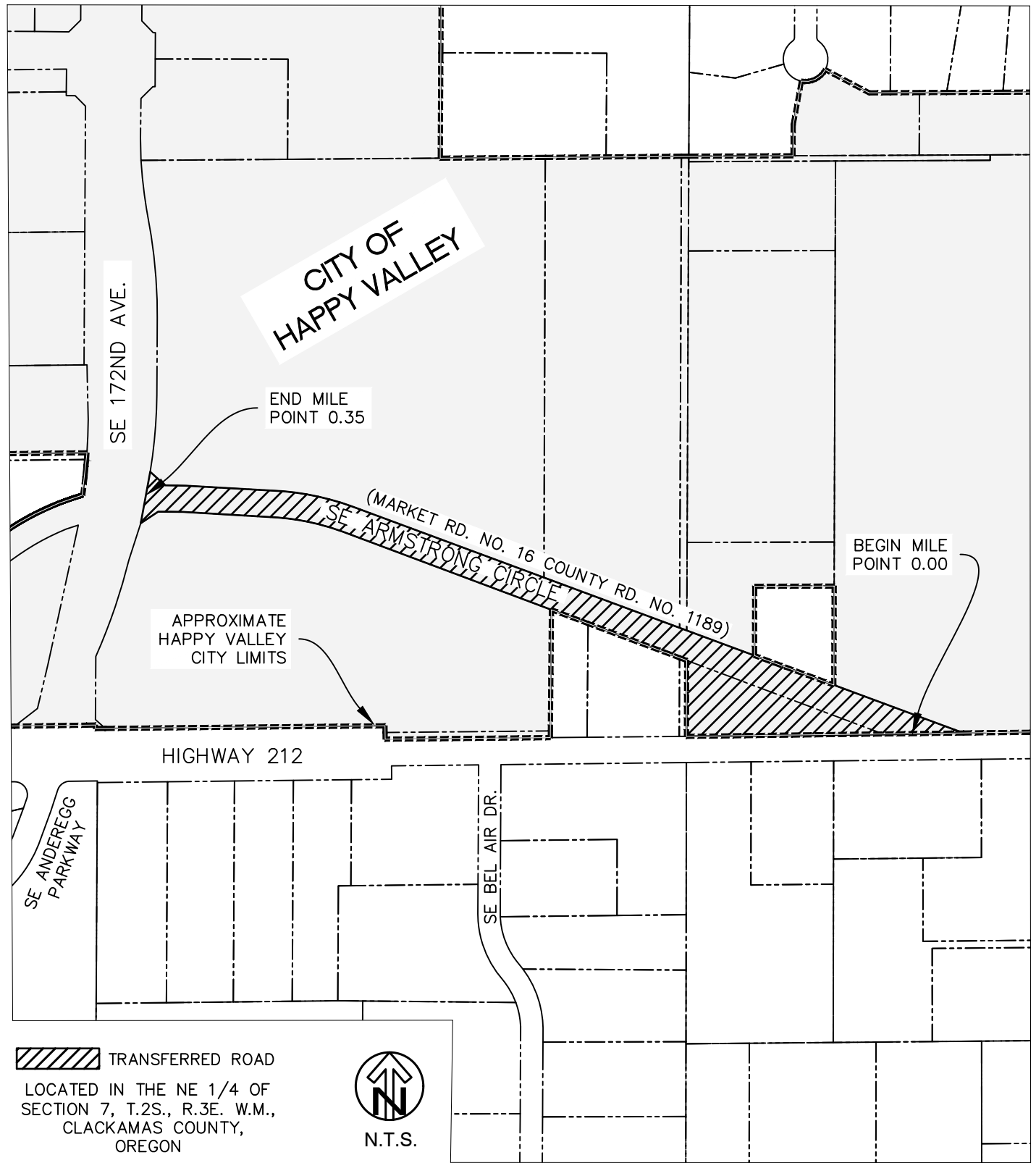
ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT



DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 8/15/2018
 JURISDICTIONAL TRANSFER OF A
 PORTION OF SE ARMSTRONG CIRCLE,
 MARKET RD. NO. 16 - CO. RD. NO. 1189

SHEET
1 OF 1



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October, 18 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Transfer of Jurisdiction from
Clackamas County to the City of Happy Valley of
SE Rock Creek Court (County Road #2975)**

Purpose/Outcomes	Jurisdictional transfer of SE Rock Creek Court to the City of Happy Valley
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and maintenance monies used on a County maintained road located entirely within the City of Happy Valley. Initial cost of transfer is \$53,000 which represents the cost of a 2" asphalt overlay of the entire road
Funding Source	Road Fund
Duration	Upon execution; permanent
Previous Board Action	N/A
Strategic Plan Alignment	Build a strong infrastructure Build public trust through good government
Contact Person	Rick Maxwell, Engineering Tech; 503-742-4671

There are certain County roads, such as SE Rock Creek Court in Happy Valley, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Happy Valley have agreed to the transfer SE Rock Creek Court to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service requests.

The County and the City of Happy Valley have an agreement to transfer SE Rock Creek Court containing approximately 91,800 square feet of Right-of-Way. By accepting jurisdiction over the SE Rock Creek Court, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of SE Rock Creek Court.

Respectfully submitted,

Rick Maxwell, Engineering Technician
Attachments: Board Order, Exhibit, IGA

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the City of Happy Valley, jurisdiction over SE Rock Creek Court County Road No. 2975, DTD No. 23079



Board Order No. _____

Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer all of the following road:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
SE Rock Creek Court	2975	23079	MP 0.01	MP 0.35	91,800;

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of SE Rock Creek Court to the City of Happy Valley such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the roadway described herein, 91,800 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Happy Valley, jurisdiction over
SE Rock Creek Court County Road No.
2975, DTD No. 23038



Board Order No. _____

Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the City of Happy Valley, jurisdiction over SE Hemrich Road County Road No. 494, DTD No. 13019



Board Order No. _____

Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Happy Valley, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer all of the following road:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
SE Hemrich Road	494	13019	MP 0.00	MP 0.52	165,050;

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/19,09/26,10/03 and 10/10; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of SE Hemrich Road to the City of Happy Valley such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Happy Valley and shall vest as of the date the City of Happy Valley accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Happy Valley within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Happy Valley of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the roadway described herein, 165,050 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the
City of Happy Valley, jurisdiction over
SE Hemrich Road County Road No.
494, DTD No. 13019



Board Order No. _____

Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT

SE FOSTER RD.

BEGIN MILE POINT 0.00

CITY OF HAPPY VALLEY

(COUNTY ROAD NO. 494)

CITY OF HAPPY VALLEY

SE HEMRICH RD.

SE 172ND AVE.

END MILE POINT 0.52



TRANSFERRED ROAD

LOCATED IN THE SW 1/4 OF SECTION 29, T.1S., R.3E. W.M., AND THE SE 1/4 OF SECTION 30, T.1S., R.3E. W.M., AND THE NE 1/4 OF SECTION 31, T.1S., R.3E. W.M., AND THE NW 1/4 OF SECTION 32, T.1S., R.3E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: R. MAXWELL

DATE: 8/15/2018

JURISDICTIONAL TRANSFER

SE HEMRICH ROAD
COUNTY ROAD NO. 494

SHEET

1 OF 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HAPPY VALLEY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF SE VOGEL ROAD,
A PORTION OF SE ARMSTRONG CIRCLE, SE ROCK CREEK COURT, SE
STONEBROOK COURT, SE HEMRICH ROAD AND A PORTION OF
SE SUNNYSIDE ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Happy Valley (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARITES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the following roads lying entirely within the boundaries of the City are County Roads as defined in ORS 368.001: SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road. (the “County Roads”);

WHEREAS, the County Roads are depicted in Exhibits “A-F” and more particularly described in Exhibit “G,” all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of the County Roads;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of the County Roads pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that the County Roads should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of the County Roads pursuant to ORS 373.270, and the County has made the improvements and paid the amount of money set forth herein.

2. County Responsibilities.

- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. In the event the governing body of the County determines that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads, the County shall provide to the City the sum of \$106,000, which is equivalent to the cost of a 2-inch asphalt overlay on SE Rock Creek Court and SE Stoneybrook Court identified in the exhibits attached to this Agreement. Additionally, the County shall apply a slurry seal treatment to the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement. Finally, the County shall clean out the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road. The sum of \$106,000 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over SE Rock Creek Court and SE Stoneybrook Court is surrendered to the City. The slurry seal treatment shall be completed on the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement, and the County shall clean the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road on, or prior to, August 31, 2019.

3. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of the County Roads, the City shall carry out those procedures set forth in ORS 373.270 for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of the County Roads, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. The City agrees to assume full and absolute jurisdiction over the County Roads in the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the

effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

5. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties

any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

CITY OF HAPPY VALLEY

Chair

Mayor

Date

Date

Recording Secretary

Recording Secretary

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HAPPY VALLEY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF SE VOGEL ROAD,
A PORTION OF SE ARMSTRONG CIRCLE, SE ROCK CREEK COURT, SE
STONEBROOK COURT, SE HEMRICH ROAD AND A PORTION OF
SE SUNNYSIDE ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Happy Valley (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARITES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the following roads lying entirely within the boundaries of the City are County Roads as defined in ORS 368.001: SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road. (the “County Roads”);

WHEREAS, the County Roads are depicted in Exhibits “A-F” and more particularly described in Exhibit “G,” all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of the County Roads;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of the County Roads pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that the County Roads should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of the County Roads pursuant to ORS 373.270, and the County has made the improvements and paid the amount of money set forth herein.

2. County Responsibilities.

- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. In the event the governing body of the County determines that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads, the County shall provide to the City the sum of \$106,000, which is equivalent to the cost of a 2-inch asphalt overlay on SE Rock Creek Court and SE Stoneybrook Court identified in the exhibits attached to this Agreement. Additionally, the County shall apply a slurry seal treatment to the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement. Finally, the County shall clean out the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road. The sum of \$106,000 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over SE Rock Creek Court and SE Stoneybrook Court is surrendered to the City. The slurry seal treatment shall be completed on the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement, and the County shall clean the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road on, or prior to, August 31, 2019.

3. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of the County Roads, the City shall carry out those procedures set forth in ORS 373.270 for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of the County Roads, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. The City agrees to assume full and absolute jurisdiction over the County Roads in the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the

effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

5. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties

any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

CITY OF HAPPY VALLEY

Chair

Mayor

Date

Date

Recording Secretary

Recording Secretary

October 18, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval for Amendment #2 to a Revenue Agreement with CareOregon for the
 Primary Care Payment Model (Track 2) Program -
Per Member Per Month (PMPM) Incentive Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's behavioral health outcomes.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Primary Care Clinics
Duration	Effective January 1, 2019 and terminates on June 30, 2018
Previous Board Action	There has been no previous board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8489_02

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #2 to a Revenue agreement with CareOregon for the Primary Care Payment Model (Track 2) Program - Per Member Per Month (PMPM) Incentive Program.

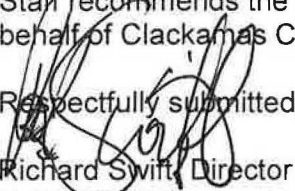
CareOregon offers payment incentives to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Payment Model (Track 2) Letter of Agreement with CareOregon. This Amendment is needed to extend the agreement with the effective dates of January 1, 2019 to June 30, 2019, with the new payment model measurements. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month (PMPM) depending on level of achievement at the Beaver Creek, Sunnyside and Gladstone clinics. Due to these factors we are processing this as a No Maximum Agreement. This Amendment has been reviewed by County Counsel on September 20, 2018.

This Amendment #2 is effective January 1, 2019 and continues through June 30, 2019.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


 Richard Swift, Director
 Health, Housing, and Human Services

CareOregon, Inc.

Letter of Agreement

Primary Care Payment Model – Track 2

#8489_02

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Center Division (Provider), effective January 1, 2019 through June 30, 2019.

I. Recitals:

- A. CareOregon and Provider are independent companies.
- B. This Agreement is distinct and separate from the Provider Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Provider Services Agreement remains in place and is effective between CareOregon and Provider.
- C. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this Letter of Agreement will be re-evaluated.
- D. This Agreement supersedes any existing or previous Letter of Agreement for the CareOregon Primary Care Payment Model (PCPM) between CareOregon and Provider.

II. Clinical Quality Incentive Payments:

- A. For the period of this Agreement, participating clinics are eligible to receive a risk-adjusted per member per month (PMPM) Clinical Quality incentive payment (IP).
- B. Clinical Quality IP level is determined by performance on selected Clinical Quality Measure Set:

Performance on Clinical Quality Measure Set	Payment Level
Meet program targets on 0-5 clinical quality measures	Level 0
Meet program targets on 6-7 clinical quality measures	Level 1
Meet program targets on 8-9 clinical quality measures	Level 2
Meet program targets on 10-12 clinical quality measures	Level 3

- C. Participating clinics and selected Clinical Quality Measure Sets:

Family Practice (FP) Clinical Quality Measure Set	Level 0 PMPM	Level 1 PMPM	Level 2 PMPM	Level 3 PMPM
1. Beavercreek Clinic	\$0.00	\$3.50*	\$6.50*	\$10.50*
2. Sunnyside Health and Wellness Clinic	\$0.00	\$3.50*	\$6.50*	\$10.50*

Pediatric (Peds) Clinical Quality Measure Set	Level 0 PMPM	Level 1 PMPM	Level 2 PMPM	Level 3 PMPM
3. Gladstone Community Clinic	\$0.00	\$3.00*	\$5.55*	\$8.95*

**PMPM rates are risk-adjusted using the Chronic Illness & Disability Payment System (CDPS) and Hierarchical Condition Category (HCC) data CareOregon receives from OHA and CMS.*

III. Cost of Care Incentive Payments:

- A. For the period of this Agreement, participating clinics are also eligible to receive a PMPM Cost of Care incentive payment (IP).
- B. Cost of Care IP level is determined by performance on applicable Cost of Care Measure:

Performance on Cost of Care Measure	Payment Level	Cost of Care IP PMPM
Do not meet target on Cost of Care Measure	Level 0	\$0.00
Meet target on Cost of Care Measure	Level 1	\$1.50

IV. Conditions of Payment:

- A. CareOregon will pay participating clinics PMPM incentive payments, provided this Agreement is fully executed, according to the following timelines:
 - 1. If Provider’s Agreement is executed between the first (1st) and the 15th day of the month, PMPM will commence the following month.
 - 2. If Provider’s Agreement is executed between the 16th and the last day of the month, PMPM will commence in two (2) months.
- B. CareOregon will not pay Provider a retro-active PMPM.
- C. This Agreement shall be applicable provided participating clinics are recognized by the State of Oregon as Tier Four (4) or higher Patient Centered Primary Care Home (PCPCH) prior to thirty (30) days before the effective date of this Agreement.
- D. This Agreement shall be applicable provided total CareOregon membership assigned to Provider is no fewer than 500 members prior to thirty (30) days before the effective date of this Agreement.

V. Terms:

- A. Payment will be made monthly based on the number of members assigned to participating clinics where the primary plan coverage is CareOregon Oregon Health Plan, as of the fifth (5th) of the month.
- B. To ensure appropriate payment of funds under this Agreement, Provider will ensure clinic-specific billing for each participating clinic. Clinic-specific billing requires claims submission using professional claims forms (CMS-1500 or 837P) with a clinic-specific National Provider Identifier (NPI) submitted as the billing provider (CMS-1500 item 33a or 837 loop ID 2010AA).
- C. Clinics new to participation in CareOregon PCPM Track 2 at the time of Agreement execution, will receive Clinical Quality IP level one (1) until the first payment adjustment date as specified in V.G.
- D. Clinics currently participating in PCPM Track 2 at the time of Agreement execution, will receive the Clinical Quality IP level currently assigned until the first payment adjustment date as specified in V.G.
- E. All participating clinics will initially receive the Cost of Care IP until the first payment adjustment date as specified in V.G.
- F. Data must be submitted prior to data submission deadlines for selected Clinical Quality Measure Set.
- G. Clinical Quality IP level and Cost of Care IP level may be adjusted as scheduled on payment adjustment date following data submission:

Data Submission Deadline	Specifications	Reporting Period <i>(Clinical Quality Measure Set)</i>	Payment Adjustment Date
February 28, 2019, 5:00 pm	Exhibit A	Jan 01, 2018 – Dec 31, 2018	May 2019
August 31, 2019, 5:00 pm <i>(If continued participation)</i>	TBD per renewed Agreement	Rolling: Jul 01, 2018 – Jun 30, 2019 Calendar: Jan 01, 2019 – Jun 30, 2019	November 2019

- H. If data is not submitted prior to data submission deadlines for selected Clinical Quality Measure Set, participating clinics will receive a Clinical Quality IP level zero (0), effective on payment adjustment date until the next scheduled payment adjustment date.
- I. All data must be submitted according to selected Clinical Quality Measure Set specifications as defined in Exhibit A- CareOregon 2018-19 PCPM Track 2.
- J. For each measure indicated as "CareOregon Roster" in selected Clinical Quality Measure Set, participating clinics must submit member-level data for all assigned CareOregon members (Oregon Health Plan and Medicare) where CareOregon holds the primary coverage.
- K. For each measure indicated as "Claims" in selected Clinical Quality Measure Set, CareOregon determines performance using fee-for-service claims data.
- L. Performance on all clinical quality measures is calculated using data specific and exclusive to each participating clinic.
- M. Clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members, are calculated for performance using aggregated Provider system data for the affected measure and participating clinic.
- N. Clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members using aggregated Provider system data, may be substituted:
 - 1. Substitute measures must be selected from the PCPM Track 1 Priority Measure Set.
 - 2. If no measures from the PCPM Track 1 Priority Measure Set include in the denominator, at least thirty (30) assigned CareOregon members using aggregated Provider system data, substitute measures must be selected from the PCPM Track 1 Non-Priority Measure Set.
 - 3. If no measures from the PCPM Track 1 Non-Priority Measure Set include in the denominator, at least thirty (30) assigned CareOregon members using aggregated Provider system data, substitute measures may be selected as agreed upon with CareOregon.
- O. All clinical quality measure substitutions must be identified and finalized prior to the execution of this Agreement.
- P. Provider is responsible for identifying and notifying CareOregon of desired substitutions for clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members using aggregated Provider system data.
- Q. Provider may substitute no more than three (3) total clinical quality measures.
- R. Clinical quality measure substitutions apply to all participating clinics reporting on the affected Clinical Quality Measure Set.
- S. Clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members, which are not substituted prior to execution of this Agreement, will be evaluated for performance without adjustment.
- T. No changes will be permitted to clinical quality measures during the time period of this Agreement.
- U. Data submitted for any clinical quality measure that is incomplete, invalid, or erroneous will be excluded from the payment level calculation until the next payment adjustment date.
- V. Provider agrees that payments received will be used to support the appropriate participating clinic.
- W. This Agreement may be amended by CareOregon upon written notice to Provider to reflect immaterial programmatic changes to the CareOregon PCPM. Any other changes to this Agreement can only be amended by a written agreement signed by the parties hereto.
- X. Provider agrees to notify CareOregon within thirty (30) days of any changes that may affect any participating clinic's ability to maintain eligibility requirements of the CareOregon PCPM.
- Y. Payments may be immediately suspended for participating clinics that cease to meet eligibility requirements and may resume upon notification of eligibility fulfillment.
- Z. Both entities acknowledge that this program will be reviewed periodically.

AA. This Letter of Agreement is renewable at the discretion of CareOregon.

BB. Either party may terminate this Letter of Agreement with 30 days written notice.

VI. General Provisions:

- A. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the period outlined above.
- B. Provider agrees not to disclose the information in this Letter of Agreement and agrees to keep it confidential. Provider agrees that the information in this agreement is proprietary information that represents a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Letter of Agreement. Email approval by CareOregon or Provider will suffice as written approval.
- D. Provider is not eligible to participate or receive funding associated with this Letter of Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be disbursed.
- E. CareOregon can terminate this Agreement immediately if the safety or health of a member or staff person is threatened. Any remaining balance of the payment dispersed under this Agreement at the time of immediate termination will be returned to CareOregon.
- F. CareOregon shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620, and ORS Chapters 316, 317 and 318. CareOregon will continue to comply with the tax laws of this state or a political subdivision of the state during the term of this contract. Failure to comply with this contract term is a default for which the County may terminate the contract and seek damages and other relief available.

<Signature page to follow>

**Agreed to on behalf of Clackamas County acting
by and through its Health, Housing, and Human
Services Department, Health Center Division:**

Agreed to on behalf of CareOregon, Inc.:

Signature

Signature

Name: Richard Swift

Name: Gregory P. Morgan

Title:
Director

Title: Chief Operations Officer

Date: _____

Date: _____

Exhibit A

CareOregon 2018-19 PCPM Track 2

Providers must refer to the CareOregon APM Data Submission Manual in the ShareFile folder titled *PC APM Data Submission Job Aides* for detailed measure descriptions and TBD targets upon release.

PCPM Track 2 Clinical Quality Measure Set

PCPM Track 2 Quality Measures	Type	Specification**	Measurement Period	RY2018-2 Target*	RY2019-1 Target*	IM	FP	Peds
				Due 2/28/19	Due 8/31/19			
Adolescent Well Care Visits	Claims	CCO Incentive	Calendar year	51.0%	TBD	X	X	X
Appropriate Treatment for Children with Upper Respiratory Infection (URI)	CO Roster	NQF 0069	Rolling 12	87.8%	87.8%			X
Breast Cancer Screening	Claims	CMS125v6	Calendar year	68.0%	31.2%	X		
Care for the Older Adult: Functional Status Assessment (Admin/claims Only)	Claims	HEDIS	Calendar year	N/A	18.3%	X		
Childhood Immunization Status (Combo 2)	CO Roster	CCO Incentive	Calendar year	75.0%	35.2%		X	X
Cigarette Smoking Prevalence (start at 13 y/o)	CO Roster	CCO Incentive	Rolling 12	25.0%	25.0%	X	X	X
Colorectal Cancer Screening	CO Roster	CCO Incentive	Calendar year	53.0%	26.5%	X	X	
Controlling Blood Pressure	CO Roster	CCO Incentive	Rolling 12	72.0%	72.5%	X	X	
Dementia: Cognitive Assessment	CO Roster	CMS149v6	Rolling 12	56.3%	N/A	X		
Developmental screening	Claims	CCO Incentive	Calendar year	60.1%	TBD		X	X
Diabetes: Eye Exam	CO Roster	CMS131v5	Rolling 12	69.6%	34.2%	X	X	
Diabetes: Hemoglobin A1c Poor Control	CO Roster	CCO Incentive	Rolling 12	22.3%	20.6%	X	X	
Diabetes: Medical Attention for Nephropathy	Claims	NQF0062	Calendar year	98.5%	45.1%	X	X	
Effective Contraception Use	Claims	CCO Incentive	Calendar year	40.2%	TBD	X	X	
Effective Contraception Use - Adolescents	Claims	CCO Incentive	Calendar year	24.0%	11.0%			X
Empanelment – PCPH 4. A.O	CO Roster	PCPCH 4 A.O	Rolling 12	90.0%	90.0%	X	X	X
HPV Vaccine for Adolescents – includes males	CO Roster	NQF1959	Calendar year	60.9%	27.9%			X
Immunizations for Adolescents	CO Roster	NQF0418	Calendar year	81.0%	37.1%			X
Screening for Depression and Follow up Plan	CO Roster	CCO Incentive	Rolling 12	60.0%	2019 OHA Benchmark**	X	X	X
WCV In First 15 Months of Life	Claims	NQF1392	Calendar year	70.0%	32.1%			X
Weight Assessment & Follow Up	CO Roster	CCO Incentive	Rolling 12	30.0%	2019 OHA Benchmark**			X

PCPM Track 2 Cost of Care Measure

Claims-Based Cost of Care Measure	Type	Specification (modified from)	Baseline Period	Measurement Period	RY2018-2 Target*	IM	FP	Peds
					Due 2/28/19			
Measure Prevention Quality Indicator (PQI) 90	Claims	AHRQ PQI90	12/1/16 – 11/30/17	12/1/17 – 11/30/18	0.75% improvement	X	X	
Measure Pediatric Quality Indicator (PDI) 90	Claims	AHRQ PDI90	12/1/16 – 11/30/17	Rolling 12	0.75% improvement			X

Claims-Based Cost of Care Measure	Type	Specification (modified from)	Baseline Period	Measurement Period	RY2019-1 Target*	IM	FP	Peds
					Due 8/31/19			
Measure Prevention Quality Indicator (PQI) 90	Claims	AHRQ PQI90	12/1/16 – 11/30/17	12/1/17 – 11/30/18	1.5% improvement	X	X	
Measure Pediatric Quality Indicator (PDI) 90	Claims	AHRQ PDI90	12/1/16 – 11/30/17	Rolling 12	1.5% improvement			X

*RY = Reporting Year, -1 references 1st half of calendar year, -2 references full calendar year.

**CCO incentive specifications refer to current year provisions as defined by the Oregon Health Authority (OHA). The OHA typically publishes State benchmarks on their website in October.

October 18, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #1 to a Revenue Agreement with CareOregon for the
Integrated Behavioral Health Program -
Per Member Per Month (PMPM) Incentive Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's behavioral health outcomes.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Behavioral Health Clinics
Duration	Effective January 1, 2019 and terminates on June 30, 2018
Previous Board Action	The Board last reviewed and approved this contract on February 1, 2018, agenda item A5.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8645_01

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #1 to a Revenue agreement with CareOregon for the Integrated Behavioral Health Program - Per Member Per Month (PMPM) Incentive Program.

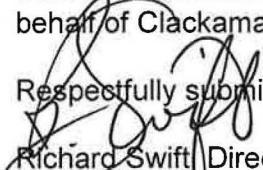
CareOregon offers payment incentives to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Behavioral Health Integrated Letter of Agreement with CareOregon. This Amendment is needed to extend the agreement with the effective dates of January 1, 2019 to June 30, 2019, with the new payment model measurements. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month (PMPM) depending on level of achievement at the Beavercreek, Sunnyside and Gladstone clinics. Due to these factors we are processing this as a No Maximum Agreement. This Amendment has been reviewed by County Counsel on October 3, 2018.

This Amendment #1 is effective January 1, 2019 and continues through June 30, 2019.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Healthy Families. Strong Communities.

CareOregon, Inc.

Letter of Agreement

Integrated Behavioral Health

#8645_01

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Centers Division (Provider), effective January 1, 2019 through June 30, 2019.

I. Recitals:

- A. CareOregon and Provider are independent companies.
- B. This Agreement is distinct and separate from the Provider Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Provider Services Agreement remains in place and is effective between CareOregon and Provider.
- C. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for Patient Centered Primary Care Home (PCPCH) Supplemental Payment, this Letter of Agreement will be re-evaluated.
- D. This Agreement supersedes any existing or previous Letter of Agreement for CareOregon Integrated Behavioral Health (IBH) between CareOregon and Provider.

II. Incentive Payments:

- A. For the period of this Agreement, participating clinics are eligible to receive a per member per month (PMPM) incentive payment.
- B. Incentive payment amount is determined by performance on the Population Reach Measure Set, as defined in Exhibit A:

Performance on Population Reach Measure Set	Tier Integration Level	PMPM
< 5.0% CareOregon Member Population Reach*	Tier 0 Integration*	\$0.00 PMPM
≥ 5.0% CareOregon Member Population Reach*	Tier 1 Integration*	\$2.00 PMPM
≥ 12.0% CareOregon Member Population Reach*	Tier 2 Integration*	\$4.00 PMPM

**Participating clinics must meet all applicable Tier Integration Criteria per application to qualify for respective Tier Integration Level payment. Month six (6) CareOregon Population Reach data is used to determine Tier Integration Level.*

- C. Participating clinics and initial Tier Integration Level:

Clinic Name	Tier Integration Level	Initial PMPM
1. Gladstone Community Clinic	Tier 1 Integration*	\$2.00 PMPM
2. Beaver Creek Clinic	Tier 2 Integration*	\$4.00 PMPM
3. Sunnyside Health and Wellness Clinic	Tier 2 Integration*	\$4.00 PMPM

IV. Conditions of Payment:

- A. CareOregon will pay participating clinics a PMPM incentive payment, provided this Agreement is fully executed, according to the following timelines:
 - 1. If Provider's Agreement is executed between the first (1st) and the 15th day of the month, PMPM will commence the following month.

- 2. If Provider's Agreement is executed between the 16th and the last day of the month, PMPM will commence in two (2) months.
- B. CareOregon will not pay Provider a retro-active PMPM.
- C. This Agreement shall be applicable provided participating clinics are recognized by the State of Oregon as Tier Three (3) or higher PCPCH prior to thirty (30) days before the effective date of this Agreement.
- D. This Agreement shall be applicable provided total CareOregon membership assigned to Provider is no fewer than 1,000 members prior to thirty (30) days before the effective date of this Agreement.

V. Terms:

- A. Payment will be made monthly based on the number of members assigned to participating clinics where the primary plan coverage is CareOregon Oregon Health Plan, as of the fifth (5th) of the month.
- B. Provider agrees to submit to CareOregon, all claims for services provided by the Behavioral Health Clinician (BHC).
- C. To ensure appropriate payment of funds under this Agreement, Provider will ensure clinic-specific billing for each participating clinic. Clinic-specific billing requires claims submission using professional claims forms (CMS-1500 or 837P) with a clinic-specific National Provider Identifier (NPI) submitted as the billing provider (CMS-1500 item 33a or 837 loop ID 2010AA).
- D. Clinics new to participation in IBH at the time of Agreement execution, with < 5.0% CareOregon Member Population Reach, are initiated at Tier One (1) Integration, providing all other Minimum Integration Criteria is met, as defined in Exhibit B.
- E. Clinics currently participating in IBH at the time of Agreement execution, with < 5.0% CareOregon Member Population Reach, are initiated at Tier Zero (0) Integration, providing all other Minimum Integration Criteria is met, as defined in Exhibit B.
- F. Clinics currently participating in IBH at the time of Agreement execution with ≥ 5.0% CareOregon Member Population Reach, are initiated at Tier One (1) Integration, providing all other Minimum Integration Criteria is met, as defined in Exhibit B.
- G. Clinics currently participating in IBH at the time of Agreement execution with ≥ 12.0% CareOregon Member Population Reach are initiated at Tier Two (2) Integration, providing all other Minimum and Tier Two (2) Integration Criteria is met, as defined in Exhibit B.
- H. Provider will select one (1) Target Population Measure to be reported in addition to the Population Reach Measure Set as defined in Exhibit A.
- I. No changes will be permitted to the Target Population Measure selection during the time period of this Agreement
- J. Target Population and Population Reach Measurement data must be submitted prior to data submission deadlines.
- K. Incentive payment level may be adjusted as scheduled on payment adjustment date following data submission:

Data Submission Deadline	Specifications	Reporting Period <i>(Rolling 12-months)</i>	Payment Adjustment Date
January 31, 2019, 5:00 pm	Exhibit A	July 2018 – December 2018	April 2019
July 31, 2019, 5:00 pm <i>(If continued participation)</i>	Exhibit A	January 2019 – June 2019	Oct 2019

- L. If data is not submitted prior to data submission deadlines for Target Population and Population Reach measures, participating clinics will receive Tier Integration Level Zero (0), effective on the next payment adjustment date until the subsequent reporting cycle and scheduled payment adjustment date.

- M. Selected clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members will be evaluated for performance without adjustment.
- N. Data submitted for any clinical quality measure that is incomplete, invalid, or erroneous will be excluded from the applicable payment level calculation and adjustment date.
- O. Provider agrees that payments received will be used to support the appropriate participating clinic.
- P. Both entities acknowledge that this program will be reviewed periodically.
- Q. This Agreement may be amended by CareOregon upon written notice to Provider to reflect immaterial programmatic changes to CareOregon IBH. Any other changes to this Agreement can only be amended by a written agreement signed by the parties hereto.
- R. Provider agrees to notify CareOregon within thirty (30) days of any changes that may affect any participating clinic's ability to maintain eligibility requirements of CareOregon IBH.
- S. Payments may be immediately suspended for participating clinics that cease to meet eligibility requirements and may resume upon notification of eligibility fulfillment during the term of this Agreement.
- T. Provider agrees to maintain a minimum of a 0.5 Full Time Employee (FTE) licensed Behavioral Health Clinician (BHC) at each Provider location, as defined by ORS 414.025. The BHC will practice within the scope of their respective license.
- U. Provider agrees to provide Mental Health, Substance Use Disorder, and Developmental Screening of patients is established with documentation for on-site local referral resources and processes.
- V. CareOregon may request a site visit to meet with Provider and review their Integrated Behavioral Health Program.
- W. This Letter of Agreement is renewable at the discretion of CareOregon.
- X. Either party may terminate this Letter of Agreement with 30 days written notice.

VI. General Provisions:

- A. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the period outlined above.
- B. Provider agrees not to disclose the information in this Letter of Agreement and agrees to keep it confidential. Provider agrees that the information in this agreement is proprietary information that represents a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Letter of Agreement. Email approval by CareOregon or Provider will suffice as written approval.
- D. Provider is not eligible to participate or receive funding associated with this Letter of Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be disbursed.
- E. CareOregon can terminate this Agreement immediately if the safety or health of a member or staff person is threatened. Any remaining balance of the payment disbursed under this Agreement at the time of immediate termination will be returned to CareOregon.
- F. CareOregon shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620, and ORS Chapters 316, 317 and 318. CareOregon will continue to comply with the tax laws of this state or a political subdivision of the state during the term of this contract. Failure to comply with this contract term is a default for which the County may terminate the contract and seek damages and other relief available.

<Signature page to follow>

Agreed to on behalf of Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Center Division:

Agreed to on behalf of CareOregon, Inc.:

Signature

Signature

Name: Richard Swift

Name: Eric Hunter

Title: Director

Title: Chief Executive Officer

Date: _____

Date: _____

Exhibit A

CareOregon 2019 Integrated Behavioral Health

Participating clinics must meet all applicable Tier Integration Criteria per application to qualify for respective Tier Integration Level payment. Month six (6) CareOregon Population Reach data is used to determine Tier Integration Level performance.

Population Reach Measure Set

Quality Measure	Required	Numerator (n) and Denominator (d) Descriptions	
All Patient Population Reach	X	n	Of those in denominator, unique patients seen by BHC in the previous rolling 12-months.
		d	Unique patients seen in primary care in the previous rolling 12-months.
CareOregon Member Population Reach	X	n	Of those in denominator, unique CareOregon members seen by BHC in the previous rolling 12-months.
		d	Unique CareOregon members seen in primary care in the previous rolling 12-months.

Target Population Measure Selection

Quality Measure	Selection	Numerator (n) and Denominator (d) Descriptions	
Chronic Pain		n	Of those in denominator, all patients seen by BHC within two weeks following diagnosis.
		d	All patients seen in the reporting month with a diagnosis of chronic low back pain.
Diabetes		n	Of those in denominator, all patients seen by BHC within two weeks following HbA1c measurement.
		d	All patients with an HbA1c > 9 measured in the reporting month.
Depression	X	n	Of those in denominator, all patients seen by BHC within two weeks following PHQ measurement.
		d	All patients with a PHQ-9 > 9 measured in the reporting month.
Tobacco		n	Of those in denominator, all patients seen by BHC within two weeks following positive screening.
		d	All patients who reported "yes" for tobacco use in the reporting month.
Alcohol & Drug Screening		n	Of those in denominator, all patients seen by BHC within two weeks following positive screening.
		d	All patients screened positive in the reporting month.
Emergency Department Utilization		n	Of those in denominator, all patients seen by BHC within two weeks following an Emergency Department visit.
		d	All patients who have visited the Emergency Department in the reporting month.
Follow-up after ADHD Diagnosis		n	Of those in denominator, all patients seen by BHC within two weeks following diagnosis.
		d	All patients with current or new diagnosis for ADHD within the reporting month.

Clinical Quality Measure Specifications

Numerator and Denominator Specification Notes
<p>Inclusion criteria for patients seen by BHC (numerator):</p> <ul style="list-style-type: none"> ✓ All billable services, paid and unpaid, including face-to-face and telehealth interventions both scheduled and same-day appointments. ✓ Visits where the BHC assists in service delivery along with the medical provider resulting in increased medical complexity that is billed under the medical provider. <p>Inclusion criteria for patients seen in Primary Care (denominator):</p> <ul style="list-style-type: none"> ✓ Any PCP or BHC appointment (i.e. 99201, 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99354, 99355, 99401, 99402, 99403, 99404, 99411, 99412, G0507, G0505, 96150, 96151, 96152, 96153, 96154, 99408, G0396, 99409, G0397, 99406, G0436, 99407, G0437, 96110, 96127, 90791, 90832, 90834, 90837, 98966, 98967, 98968).

Exhibit B

CareOregon 2019 Integrated Behavioral Health

Tier Integration Level Criteria

Minimum Integration Criteria (Tier 1)
Staffing: <ul style="list-style-type: none">✓ At least 0.5 FTE licensed behavioral health clinician (BHC) as defined by subset of ORS 414.025 (Table 4) is on-site, located in the same shared physical space as medical providers.✓ Mental Health, Substance Use Disorder, and Developmental Screening strategy is established with documentation for on-site local referral resources and processes.✓ BHC(s) provide care at a ratio of 1 FTE BHC for every 6 FTE Primary Care Clinicians.
Communication around Shared Patients: <ul style="list-style-type: none">✓ Primary care clinicians, staff, and BHCs document clinically relevant patient information in the same medical record at the point of care.✓ Care team and BHC routinely engage in face-to-face collaborative treatment planning and co-management of shared patients.
BHC as an Integrated Part of the Primary Care Team: <ul style="list-style-type: none">✓ Warm hand-offs/introductions between care team members and BHC.✓ BHC is a regular part of practice activities (i.e. team meetings, provider meetings, quality improvement projects, case conferences).✓ Pre-visit planning activities (i.e. scrubbing and/or huddling for behavioral health intervention opportunities).
Same-Day Access: <ul style="list-style-type: none">✓ On average, ≥ 25% of BHC hours at the practice each week are available for same-day services (may include average weekly late-cancellation/no-shows converted to same-day services).
Population Reach: <ul style="list-style-type: none">✓ ≥ 5.0% unique CareOregon members.
Tier Two (2) Integration Criteria
Same-Day Access: <ul style="list-style-type: none">✓ On average, ≥ 50% of BHC hours at the practice each week are available for same-day services (may include average weekly late-cancellation/no-shows converted to same-day services).
Population Reach: <ul style="list-style-type: none">✓ ≥ 12.0% unique CareOregon members.

Integration Criteria Specifications

Integration Criteria Specifications
Qualifying Behavioral Health Clinicians (BHC); subset of ORS 414.025: <ul style="list-style-type: none">✓ Licensed psychologist✓ Licensed clinical social worker✓ Licensed professional counselor or licensed marriage and family therapist✓ Certified clinical social work associate✓ Intern or resident who is working under a board-approved supervisory contract in a clinical mental health field

October 18, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #5 to a Revenue Agreement with Providence Health Plan (PHP) and Providence Health Assurance (PHA) for the Modification of Oregon Health Plan (OHP) Line of Business - Yamhill Community Care Organization (YCCO) OHP Networks Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for providing healthcare services to YCCO OHP patients.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what is allowed for compensation in accordance with the fee schedule. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Primary Care Clinics
Duration	Effective January 1, 2019 and has a no expiration date.
Previous Board Action	There has been no previous board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	646_05

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #5 to a Revenue agreement with PHP and PHA for the Modification of OHP Line of Business related to YCCO OHP Networks Program.

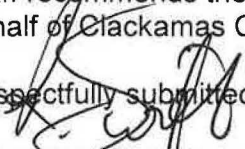
PHP and PHA will be the new Network Provider for YCCO OHP patients which is currently administered through CareOregon. This Amendment is needed to enter into a Network Provider agreement with PHP and PHA replacing CareOregon. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of compensation remitted to CCHCD. Due to these factors we are processing this as a No Maximum Agreement. This Amendment has been reviewed by County Counsel on September 11, 2018.

This Amendment #2 is effective January 1, 2019 and continues through no expiration.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


Richard Swift, Director
Health, Housing, and Human Services

**AMENDMENT
TO THE
PROVIDENCE HEALTH PLAN AND PROVIDENCE HEALTH ASSURANCE
PROVIDER AGREEMENT**

#646_05

Effective January 1, 2019, the Agreement between **PROVIDENCE HEALTH PLAN AND PROVIDENCE HEALTH ASSURANCE** and **Clackamas County Health, Housing, and Human Services Deptment, Health Centers Division**, is amended as follows:

The parties to the Agreement are being amended. The first paragraph of the Agreement is deleted in its entirety and replaced with the following:

THIS AGREEMENT ("Agreement") is between **PROVIDENCE HEALTH PLAN (PHP)**, an Oregon non-profit corporation, **PROVIDENCE HEALTH ASSURANCE (PHA)**, an Oregon non profit corporation and **PROVIDENCE PLAN PARTNERS (PPP)**, a Washington non-profit corporation, and their wholly-owned subsidiaries (hereinafter referred to collectively as "Health Plan") and **CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT, HEALTH CENTERS DIVISION** (hereinafter referred to as "Network Provider"), and together with any attachment(s) or exhibit(s) describes the terms and conditions under which Network Provider shall participate in Health Plan's provider network(s).

Amend the Recitals section of the Agreement by adding the following:

WHEREAS, Health Plan operates as a Management Services Organization (MSO), Third-Party Administrator (TPA), and Administrative Services Only (ASO) provider for self-funded employer health benefit plans and other health care financing arrangements; and

Amend the Definitions section of the Agreement by adding the definition of Health Plan as follows:

Health Plan shall mean either PIP, PIA, PPP or a wholly-owned subsidiary, or PIP, PIA, PPP and their wholly-owned subsidiaries, collectively, as designated in the Exhibits, Attachments or Addendums hereto.

Amend the Definitions section of the Agreement by replacing the definition of Member with the following:

Member shall mean any person entitled to receive benefits for Covered Services underwritten or administered by Health Plan.

Amend the Definitions section of the Agreement by adding the definition of Product as follows:

Product is a policy or specified health benefit plan structure which defines coverage of health care benefits for Members.

Amend the Definitions section of the Agreement by adding the definition of Medical Home/Neighborhood Member as follows:

Medical Home/Neighborhood Member shall mean a Member who is enrolled in a Medical Home/Neighborhood Plan underwritten or administered by Health Plan.

Amend the Records and Confidentiality section of the Agreement by replacing Record Retention with the following:

Record Retention. All clinical records shall be retained for ten (10) years, or as is required by law, after the date of service for which claims are made. If an audit, litigation, or research and evaluation, or other action involving the records is started before the end of the ten (10) year period, the records must be retained until all issues are resolved.

Modification of Oregon Health Plan (OHP) Line of Business, Attachment A and Attachment A-1

The Oregon Health Plan (OHP) Line of Business, Attachments A and A-1 are removed in their entirety and replaced with the new Oregon Health Plan (OHP) Line of Business, Health Plan OHP Networks Exhibit, a copy of which is attached. By agreeing to the terms in this Oregon Health Plan (OHP) Line of Business, Health Plan OHP Network Exhibit, Network Provider will be participating in Health Plan's OHP Networks.

Except as specifically provided by this Amendment, the Provider Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names by the undersigned officers, the same being duly authorized to do so.

**CLACKAMAS COUNTY HEALTH,
HOUSING, AND HUMAN SERVICES
DEPARTMENT, HEALTH CENTERS DIVISION**

PHP, PHA AND PPP

Signature

Signature

Richard Swift

Robert Gluckman, MD, MACP

Print Name

Print Name

Director

Chief Medical Officer

Title

Title

Date

Date

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
OREGON HEALTH PLAN (OHP) LINE OF BUSINESS
HEALTH PLAN OHP NETWORKS EXHIBIT**

This Health Plan OHP Networks Exhibit sets forth terms and conditions which are applicable to Health Plan OHP Networks. Network Provider agrees to participate in the Health Plan OHP Networks described below.

Health Plan OHP Networks (OHP Networks) are Health Plan provider networks for OHP Members who have selected a Product offered by or administered by Health Plan. OHP Networks are networks of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Health Plan OHP provider networks as described below.

PHA OHP Network is a Providence Health Assurance (PHA) provider network for OHP Members who have selected a Product offered by or administered by Providence Health Assurance. Network Practitioners and Network Facilities are contracted to provide services to Members that have chosen PHA's OHP provider network.

YCCO OHP Network is a provider network for OHP Members who have selected a Product offered by Yamhill Community Care Organization (YCCO) and administered by Providence Plan Partners. Network Practitioners and Network Facilities are contracted to provide services to Members that have chosen YCCO's OHP provider network.

OHP shall mean Oregon Health Plan and Affiliated Programs.

Member shall mean any person enrolled in OHP through the OHA and entitled to receive benefits for Covered Services underwritten or administered by Health Plan.

SCOPE OF SERVICES

Network Provider is engaged to provide Covered Services to Members.

Network Provider shall only provide Covered Services which Network Provider is professionally qualified to render.

The rates in this Exhibit are premised on services offered by Network Provider as of the inception of this Agreement. In the event Network Provider adds new services, Network Provider agrees to notify Health Plan within a reasonable time, 1) in order for Health Plan to determine whether such new services will be incorporated into current Agreement, and 2) to negotiate in good-faith the rates applicable to such new services.

PAYMENT FOR MEDICAL SERVICES

Health Plan will pay Network Provider for Covered Services at 100% of the allowed compensation, less any applicable Copayment, Coinsurance and Deductibles, in accordance with the fee schedule in this Exhibit. Member coinsurance and deductibles are calculated using the allowed compensation, not billed charges.

YCCO OHP Network - Network Provider will be reimbursed for Covered Services at 100% of the allowed compensation, less any applicable Copayment, Coinsurance and Deductibles, in accordance with the fee schedule in this Exhibit. Member coinsurance and deductibles are calculated using the allowed compensation, not billed charges. Network Provider acknowledges that YCCO is solely liable for funding reimbursements of YCCO Network Provider claims in accordance with this Exhibit.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
OREGON HEALTH PLAN (OHP) LINE OF BUSINESS
HEALTH PLAN OHP NETWORKS EXHIBIT**

FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2019

Professional Services – Reimbursement will be at 100% of current Oregon Medicaid fee-for-service (FFS) maximum allowable rates, including updates.

Anesthesia Services – Most current ASA methodology for standard AMA defined CPT codes in the range 00100 through 01996 – Reimbursement will be at 100% of Oregon Medicaid fee-for-service (FFS) ASA base rate.

Lab Services – Reimbursement will be at 100% of current Oregon Medicaid fee-for-service (FFS), (Medicare Clinical Diagnostic Laboratory Fee Schedule), including updates.

Drugs – 100% of the most current Medicare Average Sales Price (ASP). In the event there is no Medicare ASP, reimbursement will be based on the Wholesale Acquisition Cost (WAC). If no WAC is available, then drug will be reimbursed at Acquisition Cost.

Immunizations – Reimbursement will be at 100% of the Wholesale Acquisition Cost (WAC) or Average Wholesale Price (AWP).

HCPCS/DMEPOS – Reimbursement will be at 100% of current Oregon Medicaid fee-for-service (FFS), (Medicare DMEPOS Fee Schedule), including updates.

Service codes not encompassed by Medicaid fee-for-service (FFS) maximum allowable rates may be priced at Health Plan's discretion by applying a most comparable rate. The most current code sets will be recognized by Health Plan in accordance with HIPAA regulations. Services lacking a relative value weight, an established price, or Health Plan determined rate, will be paid at 40% of covered charges.

Revisions to fee schedules to accommodate CMS quarterly and off-cycle updates will occur regularly and in a reasonable timeframe, given revisions to claims adjudication software.

Allowed charges will be calculated, according to the applicable fee schedule, or billed charges, whichever is less.

OHP VISION HARDWARE:

All covered hardware, except for contact lenses, must be issued by and through SWEEP.

Network Provider may issue contact lenses. Prior authorization is required for all contact lens related services, except for keratoconus. Authorization will be given in accordance with Oregon Health Authority Medical Assistance Programs, Visual Services Program Rulebook.

Contact lenses must be billed with HCPCS V2500 – V2599 and will be reimbursed according to MCAR DMERC. Fitting and modification services must be billed with CPT codes 92310, 92311 or 92312 and will be reimbursed according to current Oregon Medicaid fee-for-service maximum allowable rates.

TERMS AND CONDITIONS:

- 1) Specific services may be excluded from this Agreement. For example, Network Provider may not be contracted to provide the technical component for MRI, CT or other high tech services.
- 2) This Agreement does not cover sleep study services unless Health Plan has approved Network Provider to perform those specific services.
- 3) **Home Services:** Providence Home Services is the designated provider for home health, hospice, home IV infusion, prosthetics, supplies and durable medical equipment (including machines for the treatment of sleep apnea related conditions), unless a) otherwise approved by Health Plan, or b) area is not serviced by Providence Home Services.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
OREGON HEALTH PLAN (OHP) LINE OF BUSINESS
HEALTH PLAN OHP NETWORKS EXHIBIT**

OREGON HEALTH PLAN COMPLIANCE PROVISIONS

Adhere to Terms. Network Providers who participate in the Oregon Health Plan shall adhere to the terms and conditions outlined below.

Oregon Revised Statutes. The Oregon Revised Statutes concerning the Oregon Health Plan and Oregon Administrative Rules promulgated by Oregon Health Authority (OHA) to implement the Oregon Health Plan program take precedent over Health Plan's Agreement with OHA.

Supersede. To the extent that this Exhibit contains different terms from the existing Agreement, the terms of this Exhibit will supersede any conflicting provisions of the existing Agreement for OHP business.

OHP. Oregon Health Plan and Affiliated Programs will hereinafter be referred to as OHP.

DEFINITIONS

CCO. Coordinated Care Organization, an entity that, through community-wide partnership, ensures quality, cost-effective care for OHP Members.

MAP. Medical Assistance Program, a department within OHA, of the State of Oregon.

Member. shall mean any person enrolled in OHP through the OHA and entitled to receive benefits for Covered Services underwritten or administered by Health Plan.

OHA. Oregon Health Authority, a government agency in Oregon. The OHA includes most of the State's health care programs, including Public Health, the Oregon Health Plan, Healthy Kids, employee benefits and public-private partnerships.

PCPCH. Patient-Centered Primary Care Homes are clinics that have been recognized for their commitment to quality and coordinated care. At its heart, this model of care fosters strong relationships with patients and their families. Clinics improve care by catching problems earlier, focusing on prevention, wellness and management of chronic conditions.

Subcontractor. Any provider or any other individual, entity, facility, or organization that has entered into a subcontract to provide for any portion of work under this Agreement.

Third Party Liability. Any individual, entity, or program that is, or may be, liable to pay all or part of the medical cost of any medical services furnished to a Member.

DESCRIPTION OF MEDICAL SERVICES

Notification of Covered Services. Pursuant to state law, Covered Services may be expanded, limited or otherwise changed by the Health Services Commission, or by the Legislative Assembly. Any such changes shall be reflected by MAP in duly promulgated amendment(s) to the Oregon Administrative Rules pertinent to the Oregon Health Plan. MAP shall notify the CCO within 30 days of the effective date of the rule change. The rule, as amended, shall be binding upon the CCO and its health plans as of its effective date, without need for any amendment(s) to the agreement between the CCO and MAP. In turn, Health Plan shall notify Network Provider about the amendment(s) within 5 business days of CCO notification to Health Plan, and the amendment(s) in Covered Services shall be binding upon Network Provider as of the effective date of the amendment(s) in Covered Services, without need for any amendment to this Agreement.

STATEMENT OF WORK

Prioritized List. The provision of services is subject to the parameters contained in OAR 410-141-0520, OAR 410-141-0500 and OAR 410-141-0480.

Performing the Work. Network Provider, its employees, and agents are performing the work under this Agreement independent of any capacity as officers, employees, or agents of the State as those terms are used in ORS 30.265.

ADHERENCE TO CCO ADMINISTRATIVE RULES

Comply With MAP Rules. Network Provider shall comply with all duly promulgated MAP Rules in OAR Chapter 410, including those rules pertaining to the provision of health care and services, OAR Chapter 410, Division 141, whether in effect at the time this Agreement is signed or as adopted or amended during the term of this Agreement.

Debarment and Suspension. Neither Health Plan nor contracted Network Provider or subcontracted providers shall contract with or employ individuals listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". 45 CFR Part 76

Drug Free Workplace. Network Provider and all subcontracted providers shall maintain a drug-free workplace and comply with the Department of Human Services, and Division of Medical Assistance Programs rules and regulations.

Requirements of 42 CFR. Network Provider must fulfill the requirements of 42 CFR Part 438 Managed Care that are appropriate to the services or activity delegated under this Agreement.

TRUTH IN LOBBYING ACT CERTIFICATION

Network Provider shall comply with 45 CFR Part 93 by certifying, to the best of Network Provider's knowledge and belief, that:

Federal Funds. No federal appropriated funds have been paid or will be paid, by or on behalf of Network Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Report Lobbying. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Network Provider agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

Required Language. The language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Indemnify MAP. Network Provider is solely responsible for all liability arising from a failure by Network Provider to comply with the terms of this certification. Additionally, Network Provider promises to indemnify MAP for any damages suffered by MAP as a result of Network Provider's failure to comply with the terms of this certification.

ACCESS TO RECORDS AND FACILITIES

Maintain Records. Network Provider shall maintain financial, medical and other records pertinent to this Agreement to the extent necessary to clearly reflect actions taken.

Member Records. Members may request and receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR Part 164.

Timely Access. Network Provider shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with this Agreement, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

External Quality Review. Network Provider in conformance with 42 CFR 438.350 and 438.358 Subpart E, and 42 CFR 457.1250 shall cooperate with OHA by providing access to records and facilities, and sufficient information for the purpose of an annual external, independent professional review of CCO compliance with all applicable state and federal rules, the CCO contract with OHA and of the quality outcomes and timeliness of, and access to services provided under this Agreement.

Confidentiality. Subject to the requirements of 42 CFR Part 431, Subpart F, Network Provider shall not use, release, or disclose any information concerning a Member for any purpose not directly connected with the administration of MAP's, Health Plan's or Network Provider's responsibilities under this Agreement or under Title XIX of the Social Security Act, except on written consent of the Member, his or her attorney, or, if appropriate, his or her legally-responsible parent or guardian, or as required or permitted by law. Network Provider shall ensure that its agents, employees, and officers with access to Member records understand and comply with this confidentiality provision.

CONDITIONS OF PARTICIPATION

Member Rights and Responsibilities. Network Provider will comply with all Member rights and responsibilities as specified in OAR 410-141-3320 Coordinated Care Organization Member Rights and Responsibilities.

Patient Centered Primary Care Home. If Network Provider is a Personal Physician/Primary Care Physician (PCP) clinic, Network Provider shall participate in Oregon's PCPCH program and shall continually strive to increase its Tier rating up to Tier 3 and above.

Coordinate Care. Network Provider/Patient Centered Primary Care Home shall coordinate Member's care for both Covered and non-covered services. Network Provider/Patient Centered Primary Care Home shall not be responsible for providing non-covered services, but shall be responsible for coordinating such care for the Member.

THIRD PARTY LIABILITY

Third Party Liability. If a Member has other insurance coverage available for payment of Covered Services, such resources are primary to the coverage provided by Health Plan under this Agreement and must be exhausted prior to payment for such Covered Services by Health Plan. Member cost-sharing incurred as part of such other coverage shall be paid to such insurer by Health Plan.

Third Party Liability Records. Network Provider shall maintain records of Network Provider's action related to Third Party Liability recovery and make those records available for OHA review.

Potential Third Party Liability. Network Provider shall not refuse to provide Covered Services to a Member because of a potential Third Party Liability for payment for the Covered Service.

Reimbursing Medicare. If the Third Party has reimbursed Network Provider, or if a Member, after receiving payment from the Third Party Liability, has reimbursed Network Provider, Network Provider must reimburse Medicare up to the full amount the Network Provider received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

Quality Improvement. Network Provider shall participate in internal or external quality improvement activities of Health Plan or those of OHA if requested to do so.

Provisions That Apply. Provisions that apply to the Health Plan and its agreement with the CCO shall also apply to Network Provider.

Cooperate With. Network Provider shall cooperate with all processes and procedures of child, elder, nursing home, developmentally disabled or mentally ill abuse reporting, investigations, and protective services.

Data. Network Provider shall provide to Health Plan data for reporting requirement used for the analysis of delivery system capacity, consumer satisfaction, financial solvency, encounter, utilization and quality improvement, and other requirements within the time frames requested by Health Plan in order for Health Plan to make its reporting requirements to the State.

Certify Claims Information. Network Provider shall certify that all claims submissions and/or information are true, accurate, and complete. Payment of Covered Services by Health Plan is from federal and state funds, and therefore any falsification or concealment of material fact by Network Provider when submitting claims may be prosecuted under federal and state laws.

HOLD HARMLESS

Hold Harmless. Network Provider shall not bill, charge, seek compensation, remuneration or reimbursement from, or have recourse against the State or any Member for Covered Services provided during the period for which capitation payments were made by the State through MAP to Health Plan with respect to said Member even if the Health Plan becomes insolvent. Network Provider may not bill Member for any amount greater than would be owed by the Member if the Health Plan provided the services directly (i.e., no balance billing by providers).

Continuity of Care. Network Provider shall continue to provide Covered Services during periods of Health Plan insolvency or cessation of operations through the period for which capitation payments were made to Health Plan.

DELEGATION

Delegation. If Health Plan chooses to delegate the complaint and appeal process, except the adjudication of final appeals, Network Provider shall have written policies and procedures for accepting, processing and responding to all complaints and appeals from Member. Health Plan shall monitor delegated responsibilities on an ongoing basis. Health Plan retains all its legal remedies, including rights of revocation, if the activities are not performed satisfactorily.

NON COVERED SERVICES

Fee for Service. Network Provider shall comply with OAR 410-141-0420, Billing and Payment under the Oregon Health Plan when submitting Fee-For-Service claims for Oregon Health Plan services provided to Members that are not Covered Services under the Health Plan.

Billing Member. Network Provider may bill a Member for payment of non-Covered Services not within the scope of the coverage offered by the CCO, subject to requirements of the OHA about how those arrangements may be made under appropriate waiver. The Member must be informed in advance of receiving the specific service that it is not covered, the estimated cost of the service, and that the Member or Member's representative is financially responsible for payment for the specific service. Network Provider must use the designated OHP waiver form. Network Provider must be able to document in writing signed by the Member or Member's representative, that the Member was provided this information and the Member knowingly and voluntarily agreed to be responsible for payment.

WORKERS COMPENSATION

Workers Compensation. If Network Provider is a subject employer under the Oregon Workers Compensation law, Network Provider shall comply with ORS 656.017, which requires employers to provide Workers Compensation coverage for all of their employees.

FULLY QUALIFIED HEALTH CENTER / RURAL HEALTH CENTERS

Fully Qualified Health Center. When applicable, Fully Qualified Health Centers (FQHS) and Rural Health Centers (RHCs) rate of reimbursement shall be not less than the level and amount of payment which the Health Plan would make for the same services furnished by a provider that is not a FQHC or RHC consistent with the requirements of 42 USC §1396b (m)(2)(A)(ix) and BBA 4712 (b)(2).

MISCELLANEOUS FEDERAL REQUIREMENTS

Environmental Protection. If the sums payable to Network Provider under this Agreement exceed \$100,000, Network Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to OHA, the Department of Health and Human Services, and the appropriate Regional Office of the EPA.

Energy Policy. Network Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

Non-Discrimination. Network Provider shall comply, with all federal and state laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities)

the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Network Provider shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

Equal Employment Opportunity. If the sums payable to Network Provider exceed \$10,000, Network Provider shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

Laboratories. Laboratories contracted by Health Plan and used by Network Provider shall comply with the Clinical and Laboratory Improvement Amendments (CLIA 1988) which require that all laboratory testing sites providing services under this Agreement shall have either a Clinical Laboratory Improvements (CLIA) certificate or waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

Patient Self-Determination. Network Provider shall comply with the requirements of 42 CFR Part 489, Subpart I "Advance Directives" and OAR 410-120-1380 which establishes, among other requirements the requirement for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA) and 127.649, Patient Self-Determination Act.

Consent Forms. Network Provider shall complete and have Members sign an accurately completed OHA Hysterectomy Consent form prior to performing hysterectomy surgeries. An accurately completed signed OHA Consent to Sterilization form must be obtained prior to performing tubal ligations and vasectomies. These OHA forms must be submitted to Health Plan upon filing of claim for these services.

Comply with Federal Law. Network Provider and all subcontracted providers shall comply with all applicable state and federal law.

FRAUD, WASTE AND ABUSE

Fraud, Waste and Abuse. Network Provider shall comply with Health Plan's Fraud, Waste and Abuse reporting requirements and to cooperate with processes and procedure of Fraud, Waste and Abuse investigations, reporting requirements, and related activities by Health Plan, OHP, OHA/Provider Audit Unit or the Department of Justice Medicaid Fraud Control Unit.

October 18, 2018

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval for an Intergovernmental Agreement with Clackamas Fire District #1 for
Project Hope: Opioid Prevention and Reduction

Purpose/Outcomes	This agreement provides funding to Clackamas Fire District #1 for a Community Paramedic to provide crucial follow-up visits, care coordination, and community resource navigation to opioid overdoses survivors in the home after the emergency medical phase of the call ends.
Dollar Amount and Fiscal Impact	Maximum contract value is \$25,000.
Funding Source	Ambulance Cost Savings/Enhancement Fees – No General Funds used
Duration	Effective upon signature and terminates on August 31, 2019
Previous Board Action	No previous Board action
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick 503-655-8479
Contract No.	8980

Background

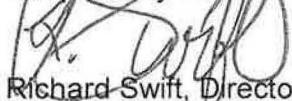
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Clackamas Fire District #1 for Project Hope: Opioid Prevention and Reduction. The funds provide for a Community Paramedic role that will provide crucial follow-up visits, care coordination, and community resource navigation to opioid overdoses survivors in the home after the emergency medical phase of the call ends. In collaboration with Project Hope, the Clackamas County Behavioral Health Division will provide funding to hire a Peer Recovery Mentor who will support the role of the Community Paramedic by identifying gaps in services, and assist in addressing barriers in cases where individuals are failing to engage in treatment and provide ongoing support for recovery.

The maximum contract value is \$25,000. This Agreement is effective upon signature and expires on August 31, 2019. County Counsel reviewed this Agreement on August 30, 2018.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
 Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON PUBLIC HEALTH DIVISION
AND
CLACKAMAS FIRE DISTRICT #1**

Contract #8980

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Public Health Division (CLACKAMAS) and **Clackamas Fire District #1** (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis to partner on the Community Paramedic Opioid Overdose project. The goal is to:

- Reduce the number of people who have a repeat overdose, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.
- Include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users.

II. Scope of Work and Cooperation

A. AGENCY agrees to:

1. Provide .1 full time employee FTE to perform the following:
 - a. provide crucial follow-up visits to opioid overdose survivors in the home
 - b. provide care coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services)
 - c. work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.
 - d. distribute naloxone kits and delivery of harm reduction messages to opioid users.
 - e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.
 - f. Implement a process to serve as the steward of the reserve funds for participant support costs. These funds are to be available to AGENCY and AMERICAN MEDICAL RESPONSE (AMR).

- g. Collect and report the following data to Clackamas County Public Health as part of the pilot project:
 - i. Number of opioid overdose referrals received
 - ii. Number of overdose patients who receive follow-up in the Emergency Department or home
 - iii. Number of patients who are referred to treatment
 - iv. Type of treatment patient is referred to
 - v. Number of naloxone kits distributed

B. CLACKAMAS agrees to:

- 1. Provide project coordination and technical assistance to AMR and Clackamas Fire District with the goal of building capacity for a community-based support system to effectively respond to overdose survivors and those most at-risk.
- 2. Collect and organize all data reported by the Community Paramedics partners for the purpose of project evaluation.
- 3. Purchase and provide naloxone kits to Community Paramedics at AMR and Clackamas Fire District.
- 4. Submit reports to Multnomah County Public Health for project funding. Reports will include a comprehensive description of the project activities and the following performance and outcome measures:
 - a. Performance Measures:
 - i. Number of opioid overdose referrals received
 - ii. Number of overdose patients who receive follow-up in the Emergency Department or home
 - iii. Number of patients who are referred to treatment
 - iv. Type of treatment patient is referred to
 - v. Number of naloxone kits distributed
 - b. Outcome Measures:
 - i. Reduction in number of repeat overdose calls
 - ii. Successful link to recovery services
 - iii. Reduction in drug use by patients who receive a visit from Community Paramedic
 - iv. Reduction in heroin and opioid overdose mortality trend over time

III. Compensation

- A. CLACKAMAS shall compensate AGENCY for satisfactorily completing activities described in Section II.A. above.
 - 1. One-time payment of \$15,000 to Clackamas Fire District #1 to support one Community Paramedic (.1 FTE) for a one-year pilot program.

2. One-time payment of \$10,000 reserve funds for participant support costs will be paid directly to AGENCY. Access to these funds will be available to AGENCY and AMR Community Paramedic

B. The total payment to AGENCY shall not exceed **\$25,000.00**.

C. AGENCY shall submit a request for payment upon contract execution. The request may use any format approved by the AGENCY, and should list reason for payment request and reference contract # 8980. Requests for reimbursement shall be submitted to:

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

or electronically to:

PublicHealthFiscalAP@clackamas.us

Within thirty (30) days after receipt of the request, provided that the Program Manager, has approved the activities specified on the request for payment, CLACKAMAS shall pay the amount requested to the AGENCY.

IV. Liaison Responsibility

Amyjo Cook, Community Paramedic, 971-334-9874, will act as liaison from AGENCY. Apryl Herron, Program Planner, will act as liaison from CLACKAMAS.

V. Reporting Requirements

A. Financial Reporting:

A financial report, listing participant support expenses will be submitted to Clackamas County Public Health on a quarterly basis. (See template in supporting documents section).

B. Data Collection – Performance Measures:

The following information will be tracked as part of the pilot project and will be sent to Clackamas County Public Health on a monthly basis for evaluation purposes:

- Number of opioid overdose referrals received
- Number of overdose patients who receive follow-up in the ED or home
- Number of patients who are referred to treatment
- Type of treatment patient is referred to
- Number of naloxone kits distributed

C. Outcome Measures:

At the end of the one year pilot project, AMR will assist Clackamas County Public Health in determining the following outcome measures:

- Reduction in number of repeat overdose calls
- Successful link to recovery services
- Reduction in drug use by patients who receive a visit from Community Paramedic
- Reduction in heroin and opioid overdose mortality trend over time

VI. Special Requirements

- A. CLACKAMAS and AGENCY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the Oregon Health Authority.
- B. Within the limits of the Oregon Tort Claims Act, AGENCY agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of AGENCY, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, and the Oregon Constitution Article XI, Section 10, CLACKAMAS agrees to protect and save AGENCY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against AGENCY's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- C. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- D. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VII. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VIII. Term of Agreement

This agreement becomes effective **September 1, 2018** and is scheduled to terminate **August 31, 2019**.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

This agreement consists of eight (8) sections plus the following Exhibits that by this reference are incorporated herein:

Exhibit 1 Quarterly Financial Report Template

CLACKAMAS FIRE DISTRICT #1

Fred Charlton, Fire Chief

Date

11300 SE Fuller Rd.

Street Address

Milwaukie, OR 97222

City / State / Zip

(503) 747-2777 /

Phone / Fax

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director

Health, Housing, and Human Services

Date

COPY

October 18, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Authorization to Purchase Three Category B Transit Buses for the
Mt Hood Express Transit Service

Purpose / Outcome	Approval to purchase Qty.3 2019 Freightliner Champion Defender transit buses for the Mt Hood Express from Schetky Northwest Sales
Dollar Amount and Fiscal Impact	The total purchase cost is \$504,615. The purchase is funded by current grants
Funding Source	FTA 5339- Bus and Bus Infrastructure Investment Program funds, Federal Lands Access Program funds and State Transportation Improvement Fund- no County General Funds are involved
Duration	N/A- one time capital purchase
Previous Board Action/Review	022218-A1 Approval to Apply; Approval of Agreement 062118-A5, Approval of Amendment 061115-A6
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641

Background:

The Social Services Division of the Health, Housing, and Human Services Department requests approval to purchase three new buses for the Mt Hood Express public transit service from Schetky Northwest Sales. These vehicles will allow this program continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities. The purchases will be fully funded by grant funds from the following programs: Federal Lands Access Program, FTA 5339 Bus and Bus Infrastructure Invest Program and State Transportation Improvement Fund. This is one time capital purchase. There is no impact on staffing. No County General Funds are involved.

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off Price Agreement #4729 with the State of Oregon Cooperative Purchasing Agreement Program through Schetky Northwest Sales. A Request for Vehicle Quotes for thee Category B transit buses was issued on July 17, 2018 and closed on August 13, 2018. The Oregon Department of Transportation, Rail and Public Transit Division, has reviewed and approved the purchase.

Healthy Families. Strong Communities.

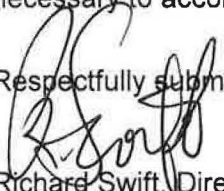
2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352

www.clackamas.us/community_health

RECOMMENDATION:

We recommend the approval to purchase and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted'.

Richard Swift, Director
Health, Housing and Human Services



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 18, 2018

Board of County Commissioners
Clackamas County
Members of the Board:

Approval of an Intergovernmental Agreement with the City of Happy Valley regarding the transfer of SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road

Purpose/Outcomes	Jurisdictional transfer of SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road
Dollar Amount and Fiscal Impact	Cost savings in the form of elimination of staff time and maintenance monies used on these roads located entirely within the City of Happy Valley. Initial cost of transfer is \$106,000 which represents the cost of a 2" asphalt overlay of SE Stoneybrook Court and SE Rock Creek Court. County agrees to apply a slurry seal of SE Armstrong Circle and clean the ditches along SE Hemrich road.
Funding Source	Road Fund
Duration	Upon execution; permanent transfer.
Previous Board Action	None.
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Rick Maxwell- Engineering Tech – 503-742-4671

BACKGROUND:

There are certain County roads, such as SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Jurisdiction over these roads located within developing cities often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. With the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service, this IGA formalizes an agreement to provide funds to the City of Happy Valley in the amount of \$106,000, which is equal to the cost of a 2" asphalt overlay of two roads with poor asphalt quality ratings, SE Stoneybrook Court and SE Rock Creek Court. In addition, the County agrees to provide a slurry seal treatment to SE Armstrong Circle and clean out the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road. In exchange, the City assumes exclusive jurisdiction of all six roads, totaling 2.46 miles in length and containing approximately 757,480 square feet of Right-of-Way. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the "Road Authority" responsible for all maintenance, permitting and road standard activities.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Happy Valley related to the transfer of jurisdiction of SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road.

Respectfully submitted,

Rick Maxwell
Engineering Technician
Transportation and Development

Attachments:
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HAPPY VALLEY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF SE VOGEL ROAD,
A PORTION OF SE ARMSTRONG CIRCLE, SE ROCK CREEK COURT, SE
STONEBROOK COURT, SE HEMRICH ROAD AND A PORTION OF
SE SUNNYSIDE ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Happy Valley (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARITES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the following roads lying entirely within the boundaries of the City are County Roads as defined in ORS 368.001: SE Vogel Road, a portion of SE Armstrong Circle, SE Rock Creek Court, SE Stoneybrook Court, SE Hemrich Road and a portion of SE Sunnyside Road. (the “County Roads”);

WHEREAS, the County Roads are depicted in Exhibits “A-F” and more particularly described in Exhibit “G,” all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of the County Roads;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of the County Roads pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that the County Roads should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of the County Roads pursuant to ORS 373.270, and the County has made the improvements and paid the amount of money set forth herein.

2. County Responsibilities.

- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. In the event the governing body of the County determines that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads, the County shall provide to the City the sum of \$106,000, which is equivalent to the cost of a 2-inch asphalt overlay on SE Rock Creek Court and SE Stoneybrook Court identified in the exhibits attached to this Agreement. Additionally, the County shall apply a slurry seal treatment to the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement. Finally, the County shall clean out the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road. The sum of \$106,000 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over SE Rock Creek Court and SE Stoneybrook Court is surrendered to the City. The slurry seal treatment shall be completed on the portion of SE Armstrong Circle identified in the exhibits attached to this Agreement, and the County shall clean the stormwater conveyance ditches and culverts adjacent to SE Hemrich Road on, or prior to, August 31, 2019.

3. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of the County Roads, the City shall carry out those procedures set forth in ORS 373.270 for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of the County Roads, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the County Roads.
- B. The City agrees to assume full and absolute jurisdiction over the County Roads in the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the

effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

5. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties

any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

CITY OF HAPPY VALLEY

Chair

Mayor

Date

Date

Recording Secretary

Recording Secretary

EXHIBIT "A"

BEGIN MILE POINT 0.00

SE FOSTER RD.

(COUNTY ROAD NO. 2364)

APPROXIMATE HAPPY VALLEY CITY LIMITS

CITY OF HAPPY VALLEY

SE VOGEL RD.

RACHELLA CT.

END MILE POINT 0.74

SE 172ND AVE.

SE SUNNYSIDE RD.

 TRANSFERRED ROAD

LOCATED IN THE NE 1/4 OF SECTION 6, T.2S., R.3E. W.M., AND THE NW 1/4 OF SECTION 5, T.2S., R.3E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 9/5/2018

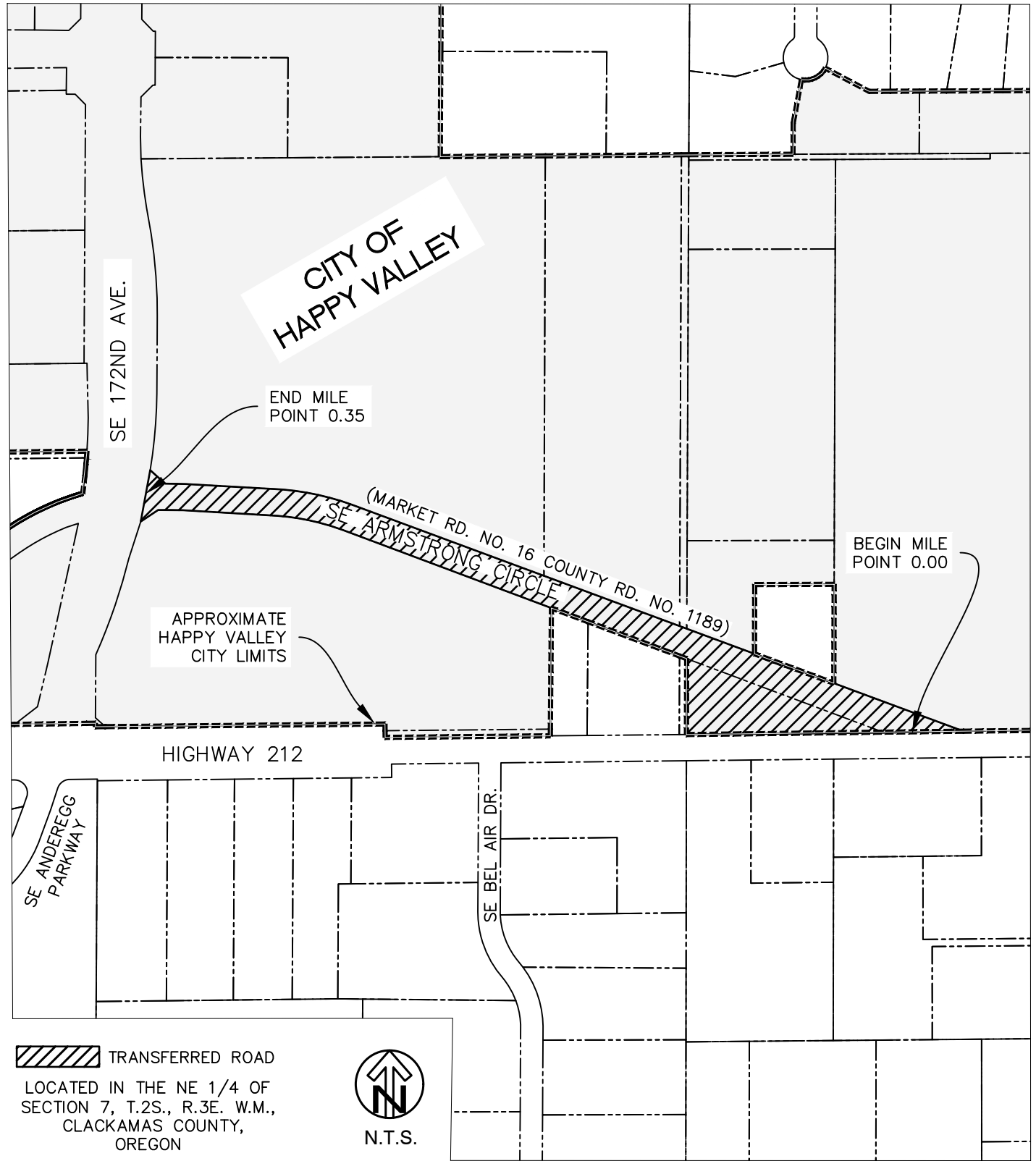
JURISDICTIONAL TRANSFER

SE VOGEL ROAD
COUNTY ROAD NO. 2364

SHEET

1 OF 1

EXHIBIT "B"



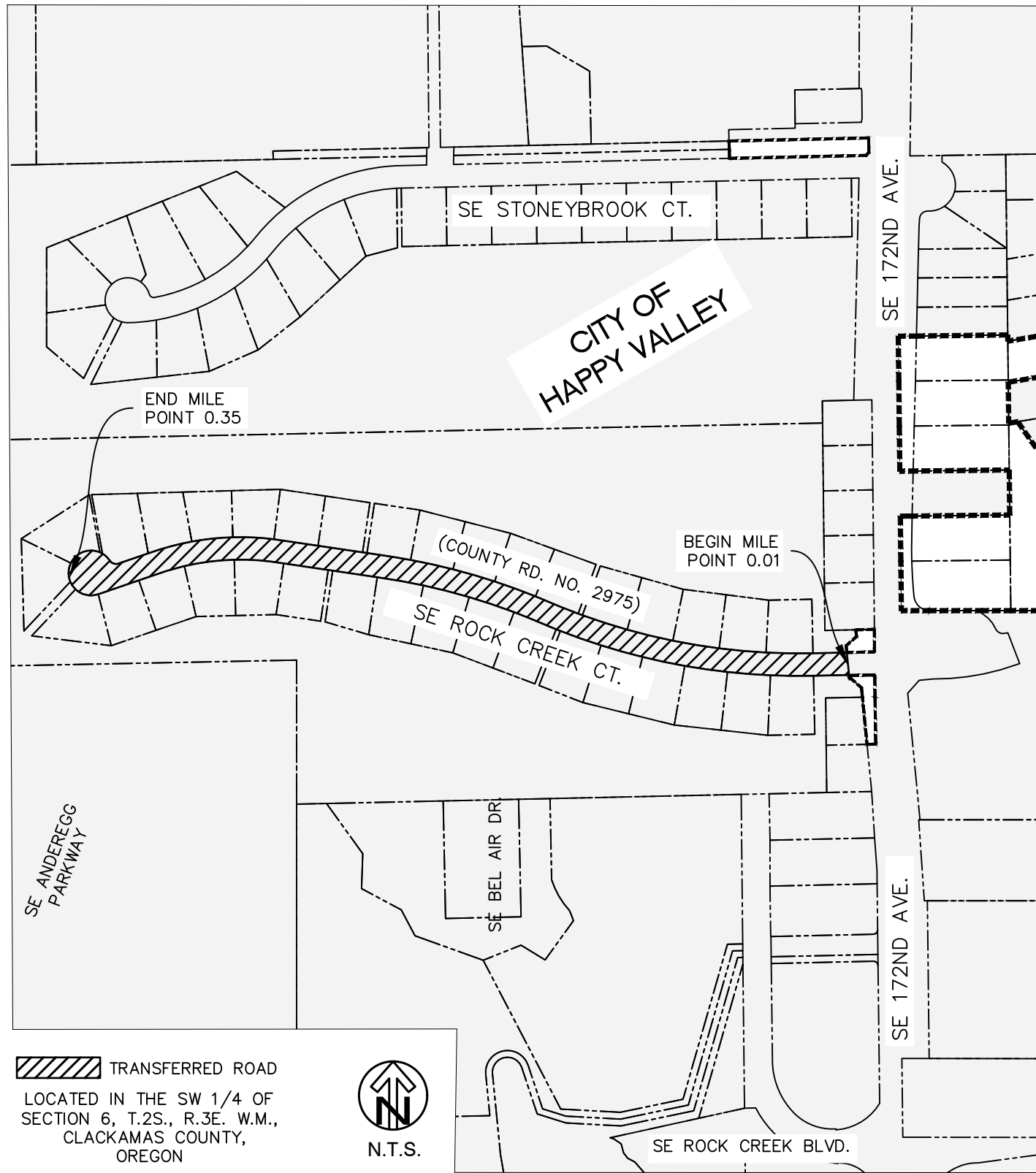
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045




BY: R. MAXWELL DATE: 8/15/2018
 JURISDICTIONAL TRANSFER OF A
 PORTION OF SE ARMSTRONG CIRCLE,
 MARKET RD. NO. 16 - CO. RD. NO. 1189

SHEET
1 OF 1

EXHIBIT "C"



 TRANSFERRED ROAD
 LOCATED IN THE SW 1/4 OF
 SECTION 6, T.2S., R.3E. W.M.,
 CLACKAMAS COUNTY,
 OREGON



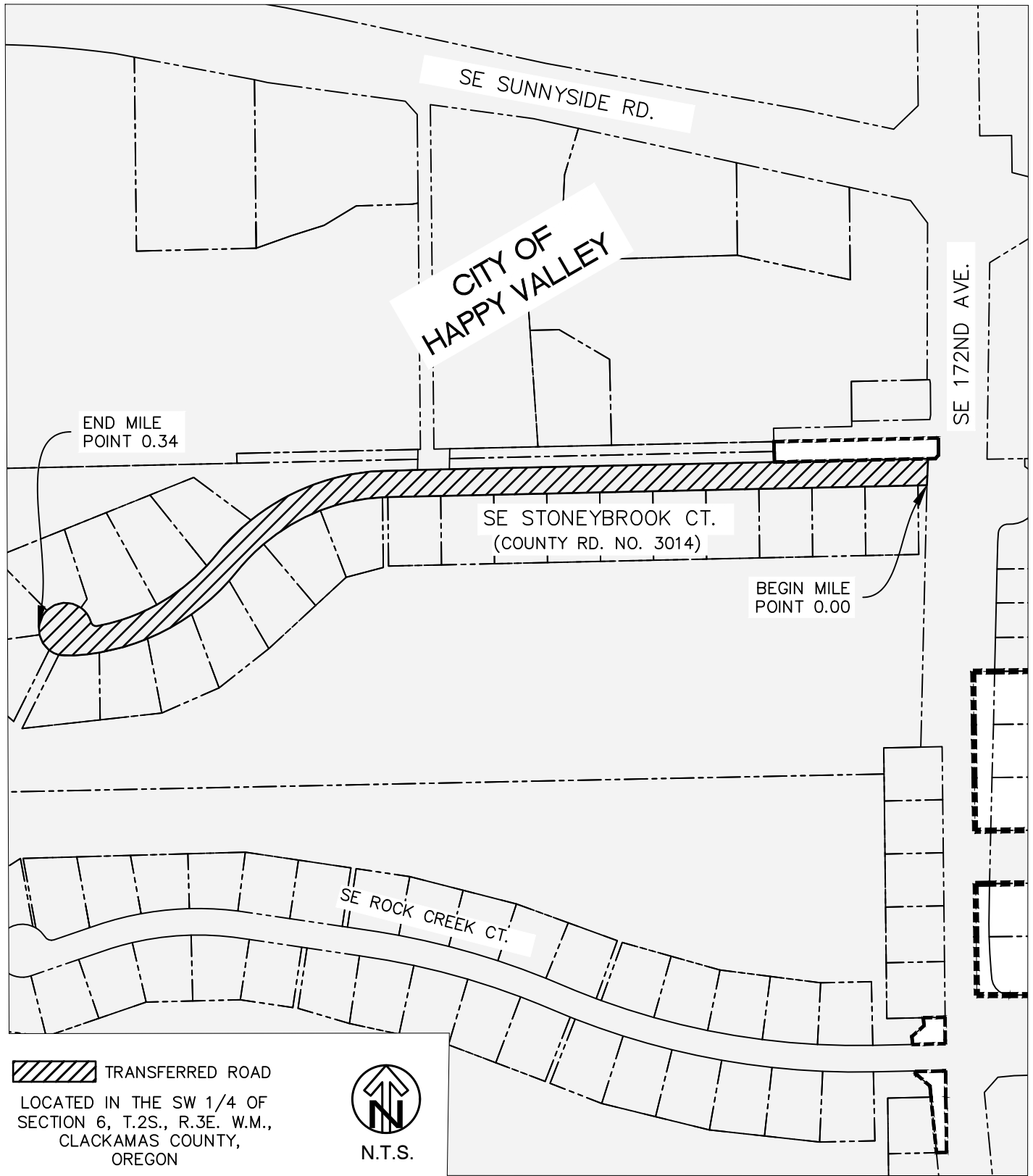
DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 8/15/2018
 JURISDICTIONAL TRANSFER
 SE ROCK CREEK COURT
 COUNTY ROAD NO. 2975

SHEET
 1 OF 1

EXHIBIT "D"



DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 8/15/2018
JURISDICTIONAL TRANSFER
SE STONEYBROOK COURT
COUNTY ROAD NO. 3014

SHEET
1 OF 1

EXHIBIT "E"

SE FOSTER RD.

BEGIN MILE POINT 0.00

CITY OF HAPPY VALLEY

(COUNTY ROAD NO. 494)

CITY OF HAPPY VALLEY

SE HEMRICH RD.

SE 172ND AVE.

END MILE POINT 0.52



TRANSFERRED ROAD

LOCATED IN THE SW 1/4 OF SECTION 29, T.1S., R.3E. W.M., AND THE SE 1/4 OF SECTION 30, T.1S., R.3E. W.M., AND THE NE 1/4 OF SECTION 31, T.1S., R.3E. W.M., AND THE NW 1/4 OF SECTION 32, T.1S., R.3E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: R. MAXWELL

DATE: 8/15/2018

JURISDICTIONAL TRANSFER

SE HEMRICH ROAD
COUNTY ROAD NO. 494

SHEET

1 OF 1

EXHIBIT "F"

CITY OF
HAPPY VALLEY


BEGIN MILE
POINT 4.75

SE 172ND AVE.

SE SUNNYSIDE RD.

TAX LOT
23E06DB 1000

END MILE
POINT 4.92

 TRANSFERRED ROAD
LOCATED IN THE NE 1/4 OF
SECTION 6, T.2S., R.3E. W.M.,
CLACKAMAS COUNTY,
OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 8/28/2018
JURISDICTIONAL TRANSFER
SE SUNNYSIDE ROAD
COUNTY ROAD NO. 1040

SHEET
1 OF 1

Exhibit G
County Road Descriptions

SE Vogel Road

All of SE Vogel Road, County Road No. 2364, Department of Transportation and Development maintenance No. 23038; Situated in the northeast 1/4 of Section 6, T. 2S., R. 3E., W.M. and the northwest 1/4 of Section 5, T. 2S., R. 3E., W.M., as depicted on Exhibit A, attached hereto, lying west of and between the westerly right of way line of SE Foster Road (mile point 0.00) and the easterly right of way line of SE 172nd Avenue (mile point 0.74), being approximately 3,900 feet long, varying in width. Containing 185,400 square feet, more or less.

SE Armstrong Circle

All of that portion of SE Armstrong Circle, Market Road No.16, County Road No. 1189, Department of Transportation and Development maintenance No. 23051; Situated in the northeast 1/4 of Section 7, T. 2S., R. 3E., W.M., as depicted on Exhibit B, attached hereto, lying west of and between the northerly right of way line of Highway 212 (mile point 0.00) and the easterly right of way line of SE 172nd Avenue (mile point 0.35), being approximately 1,830 feet long, varying in width. Containing 152,230 square feet, more or less.

SE Rock Creek Court

All of SE Rock Creek Court, County Road No. 2975, Department of Transportation and Development maintenance No. 23079; Situated in the southwest 1/4 of Section 6, T. 2S., R. 3E., W.M., as depicted on Exhibit C, attached hereto, lying west of and between the westerly right of way line of SE 172nd Avenue (mile point 0.01) and the end of the existing cul-de-sac (mile point 0.35), being approximately 1,800 feet long, varying in width. Containing 91,800 square feet, more or less

SE Stoneybrook Court

All of SE Stoneybrook Court, County Road No. 3014, Department of Transportation and Development maintenance No. 23083; Situated in the southwest 1/4 of Section 6, T. 2S., R. 3E., W.M., as depicted on Exhibit D, attached hereto, lying west of and between the westerly right of way line of SE 172nd Avenue (mile point 0.00) and the end of the existing cul-de-sac (mile point 0.34), being approximately 1,800 feet long, varying in width. Containing 91,600 square feet, more or less.

SE Hemrich Road

All of SE Hemrich Road, County Road No. 494, Department of Transportation and Development maintenance No. 13019; Situated in the southwest 1/4 of Section 29, T. 1S., R. 3E., W.M. and the southeast 1/4 of Section 30, T. 1S., R. 3E., W.M. and the northeast 1/4 of Section 31, T. 1S., R. 3E., W.M. and the northwest 1/4 of Section 32, T. 1S., R. 3E., W.M., as depicted on Exhibit

E, attached hereto, lying west of and between the westerly right of way line of SE Foster Road (mile point 0.00) and the easterly right of way line of SE 172nd Avenue (mile point 0.52), being a total of approximately 2,690 feet long, 60 feet wide. Containing 165,050 square feet, more or less.

SE Sunnyside Road

All of that portion of SE Sunnyside Road, County Road No. 1040, Department of Transportation and Development maintenance No. 12154; Situated in the northeast 1/4 of Section 6, T. 2S., R. 3E., W.M., as depicted on Exhibit F, attached hereto, lying east of and between the easterly right of way line of SE 172nd Avenue (mile point 4.75) and adjacent to the southwest corner of Tax lot 23E06DB 01000 (mile point 4.92), being approximately 910 feet long, varying in width. Containing 71,400 square feet, more or less.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 18, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with
University of Oregon for an AmeriCorps Member**

Purpose/ Outcomes	Embedding an AmeriCorps member from the University of Oregon's "Resource Assistance for Rural Environments" program with Clackamas County.
Dollar Amount and Fiscal Impact	\$23,500
Funding Source	Sustainability & Solid Waste program revenue. No General Fund Resources.
Duration	Effective September 5, 2018 and terminates on July 31, 2019
Previous Board Action	None.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities. 2. Honor, utilize, promote, and invest in natural resources.
Contact Person	Eben Polk, Supervisor, DTD-Sustainability & Solid Waste - 742-4470
Contract No.	RARE SERVICES AGREEMENT No. 26666

This Intergovernmental Agreement with the University of Oregon's Resource Assistance for Rural Environments (RARE) program enables Clackamas County to host an AmeriCorps member during Fiscal Year 18-19. The AmeriCorps member will support work in three areas: (1) establishing a greenhouse gas inventory for County operations, a necessary baseline for any effort to develop a strategy or plan to reduce our carbon footprint; (2) assessing the 2008 Action Plan for a Sustainable Clackamas County as we identify approaches to update or replace it; and (3) researching and engaging stakeholders in rural areas on opportunities for community-based, cooperative forms of solar energy projects.

The IGA is effective September 5, 2018 through July 31, 2019. It is submitted for approval after the effective date because the County did not receive the draft IGA until after the effective date. County Counsel reviewed and approved this contract on September 13, 2018, requesting a minor change that is now reflected in the attached IGA.

RECOMMENDATION:

Staff recommends the Board approve this agreement with the University of Oregon and authorize Dan Johnson, DTD Director, to sign on behalf of Clackamas County.

Respectfully submitted,

Eben Polk, Supervisor
Transportation & Development – Sustainability & Solid Waste Program



RARE 2018-2019 SERVICES AGREEMENT No. 26666



This agreement ("AGREEMENT") is by and between the Clackamas County, hereafter known as the "CLIENT", and the University of Oregon, hereafter known as "UNIVERSITY".

The parties wish to enter into this AGREEMENT for the purpose of mutual benefit to the CLIENT and the selected student participant, herein referred to as "PARTICIPANT".

1. STATEMENT OF SERVICE

The UNIVERSITY expects to receive funding from the Corporation for National and Community Service through the State of Oregon Housing and Community Services Department to support the program entitled "Resource Assistance for Rural Environments" ("RARE") which provides cooperative planning and resource assistance to participating rural communities.

The cooperative services requested by the CLIENT and provided by the PARTICIPANT are under the management and with the guidance of the UNIVERSITY. College-level participants will assist residents of resource-dependent rural communities/counties to evaluate their community's future, find answers to community questions and assist in the development and implementation of strategies to improve economic and environmental conditions for the community and/or the watershed in which it is located. A PARTICIPANT will be assigned to the CLIENT to help implement a specified work plan. The general cooperative services to be provided to the CLIENT by the PARTICIPANT are identified in the Scope of Work section in Attachment A, Proposal, of this AGREEMENT.

2. PERIOD OF AGREEMENT

This AGREEMENT shall be effective on September 5, 2018 and shall terminate on, July 31, 2019, unless otherwise amended. The CLIENT and the PARTICIPANT, with the help of the UNIVERSITY, shall develop the community service program of the PARTICIPANT. Periodic adjustments to this program may be made throughout the project period as deemed necessary by the CLIENT and with agreement of the UNIVERSITY and PARTICIPANT.

3. AMERICORPS REQUIREMENTS

As required by the Corporation for National and Community Service, the CLIENT agrees to:

- a. Provide a safety orientation to their PARTICIPANT within two weeks of their arrival;
- b. Not hire the PARTICIPANT as an employee for other work during the term of service;
- c. Ensure that national service opportunities related to this AGREEMENT are in compliance with applicable federal disability laws;
- d. Ensure PARTICIPANT is accompanied by someone with background check clearance while serving with a vulnerable population until the PARTICIPANT is cleared through either the state repository (ies) or the FBI fingerprint check;
- e. Ensure the PARTICIPANT does not engage in prohibited activities as described in the RARE Program's Supervisor Handbook; and
- f. Ensure PARTICIPANT follows all RARE Program policies as described in the Program Handbook.

4. CONSIDERATION

The CLIENT agrees to pay the UNIVERSITY the fixed price sum of \$23,500, to fund CLIENT'S participation in the services described in section 1 above. This project is funded in part with funds from the Corporation for National and Community Service through the Oregon Commission for Voluntary Action and Service and the University of Oregon. The UNIVERSITY will invoice the CLIENT for 25% of the fixed price sum listed above upon execution of this AGREEMENT. UNIVERSITY will invoice subsequent quarterly billings of 25% to the CLIENT on December 1, 2018, March 1, 2019, and June 1, 2019. All billings are payable within 30 days of receipt of invoice. Submit payments referencing the University Index 3759H0 on the face of the check to:

University of Oregon
c/o Cashiers
P.O. Box 3237
University of Oregon
Eugene, OR 97403-0327

The PARTICIPANT is not an employee of the CLIENT or the UNIVERSITY, but is provided employment benefits such as Workers' Compensation and Social Security through the UNIVERSITY's payroll system. Therefore, the CLIENT is not responsible for any payroll costs over and above the total amount specified in this AGREEMENT. The CLIENT agrees to cover the cost of office and administrative expenses related to the PARTICIPANT'S work duties as well as travel expenses incurred in the execution of these duties. The CLIENT will provide liability insurance or equivalent self-insurance for the PARTICIPANT per the volunteer liability insurance of the CLIENT organization. The CLIENT will identify an individual to serve as the local supervisor and mentor of the PARTICIPANT in compliance with program requirements, subject to the approval of the UNIVERSITY.

5. FUNDS AVAILABLE AND AUTHORIZED

The CLIENT certifies at the time of signing this AGREEMENT that sufficient funds are committed and authorized for expenditure to finance costs of this AGREEMENT within its current appropriation or limitation.

If the CLIENT is not allotted the funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source available to it for such purposes to continue this AGREEMENT, this AGREEMENT shall automatically terminate at the end of the current fiscal period for which funds have been allocated.

Such termination shall not constitute an event of default under any other provisions of this AGREEMENT, but the CLIENT shall be obligated to pay its share of all charges incurred through the end of such fiscal period.

The CLIENT shall give the UNIVERSITY written notice of such non-availability of funds within thirty (30) calendar days after it receives notice of such non-availability.

6. AMENDMENTS

This AGREEMENT shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing and signed by both parties to this AGREEMENT.

7. TERMINATION

This AGREEMENT may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

The UNIVERSITY may terminate this AGREEMENT effective upon delivery of written notice to the CLIENT, or at such date as may be established by the UNIVERSITY, under any of the following conditions:

- a) If UNIVERSITY funding from federal, state, or other source is not obtained and continued at levels sufficient to allow for the purchase of the specified services. When possible, and when agreed upon, the AGREEMENT may be modified to accommodate a reduction in funds.
- b) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate under this AGREEMENT or are no longer eligible for the funding proposed for payments authorized by this AGREEMENT.
- c) If the work program or work conditions of the PARTICIPANT as defined by the CLIENT is an inappropriate use of program funds.

8. ACCESS TO RECORDS

The UNIVERSITY, and the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CLIENT which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcripts.

9. OWNERSHIP OF THE WORK PRODUCT

All work produced by UNIVERSITY under this AGREEMENT shall be the property of UNIVERSITY. UNIVERSITY grants to CLIENT and PARTICIPANT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work produced by CLIENT under this AGREEMENT shall be the property of CLIENT. CLIENT grants to UNIVERSITY and PARTICIPANT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work produced by PARTICIPANT under this AGREEMENT shall be the property of PARTICIPANT. PARTICIPANT grants to UNIVERSITY and CLIENT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

For work product produced jointly under this AGREEMENT, CLIENT, UNIVERSITY, and PARTICIPANT shall be owners and all parties shall be entitled to reproduce, publish or otherwise use, and to authorize others to use, such work product.

10. NON-DISCRIMINATION

The CLIENT and UNIVERSITY agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. INSURANCE

The parties affirm that each maintains adequate and appropriate insurance coverage or an equivalent self-insurance program.

12. WAIVER

The failure of the UNIVERSITY to enforce any provision of this AGREEMENT shall not constitute a waiver by the UNIVERSITY of that or any other provision of this AGREEMENT.

13. KEY PERSONNEL/NOTICES

Communications concerning the work to be performed under this AGREEMENT shall be addressed to:

RARE CONTACT (Technical)
Megan Smith, Program Director
1209 University of Oregon
Eugene, OR 97403-1209
Phone: (541) 346-3881
smith@uoregon.edu

CLIENT CONTACT (Technical)
Eben Polk
150 Beaver Creek Road
Oregon City, OR 97267
Phone: (503) 742-4470
epolk@clackamas.us

All notices under this AGREEMENT given by either party to the other shall be in writing and submitted to the following individuals, and shall become effective on delivery to the addressee, unless otherwise indicated. Amendments or other changes to this AGREEMENT will not be effective unless signed by the UNIVERSITY and CLIENT Contracting Officers or an authorized representative.

UNIVERSITY CONTACT (Administrative)
Post Award Team C
Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
Phone: (541) 346-5131
Fax: (541) 346-5138
sponsoredprojects@uoregon.edu

CLIENT CONTACT (Administrative)
Same as Technical

14. SEVERABILITY

The parties agree that if any term or provision of this AGREEMENT is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this AGREEMENT did not contain the particular term or provision held to be invalid.

15. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by strikes, fire, riots, acts of god, terrorist acts or other acts of sabotage, war, inability to obtain labor or materials or reasonable substitutes therefore, government restrictions, regulations, controls or any other causes obligated to perform where such cause was beyond the party's reasonable control. However, the party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this AGREEMENT.

16. EXECUTION AND COUNTERPARTS

This AGREEMENT may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. ASSIGNMENT

Neither party shall assign or transfer this AGREEMENT or the rights granted under it in whole or in part, whether voluntarily or involuntarily, by operation of law or otherwise, without the express written consent of the other party, not to be unreasonably withheld.

18. THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT gives, or is intended to give or shall be construed to give any benefit or right to any third parties.

19. MERGER CLAUSE

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have duly executed this agreement effective as of the effective date above.

CLIENT

UNIVERSITY

Signature _____

Signature _____

Printed Name _____

Printed Name Analinda Camacho

Title _____

Title: Director, Sponsored Projects Services

Date _____

Date _____

Tax I.D. 46-4727800



Attachment A



RARE AmeriCorps Program

2018-2019 Community Position Description

1209 University of Oregon

Eugene, OR 97403-1209

P: 541-346-2879

INSTRUCTIONS

Please complete the following narrative. You will need to complete all sections.

- Section 1 — Community Form
- Section 2 — Placement Narrative
- Section 3 — Project Summary Table
- Section 4 — Essential Functions and Skills

A PDF of all four sections including signature must be received by e-mail no later than 5:00 pm on **June 22, 2018**. Note this is a week earlier than initially planned. If this is problematic, please let us know. Feel free to embed website addresses in the narrative. **Please e-mail application materials to: rare@uoregon.edu**

You may provide electronic copies of any pertinent documents relating to the scope of work. If they are lengthy documents, you need only send the summary or the important sections. This could include plans, assessments, etc.

This program is available to all without regard to race, color, national origin, disability, age, sex, political affiliation or in most instances, religion.

Programs and activities must be accessible to persons with disabilities, and the host site must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified RARE AmeriCorps participants, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

SECTION I: RARE AmeriCorps 2018-2019 ORGANIZATION INFORMATION

Organization (the organization that is officially submitting this narrative)

Contact First and Last Name **Eben Polk**

Title **Supervisor**

Organization **Clackamas County Resource Conservation & Solid Waste Program**

Street Address **150 Beavercreek Road**

City, State, Zip **Oregon City, OR 97045**

Office Phone **503-742-4470** Cell **503-422-1520** Fax **503-742-4453**

E-mail **epolk@clackamas.us**

Website **www.clackamas.us/recycling or www.clackamas.us/sustainability**

RARE AmeriCorps Supervisor (if different than above)*

Contact First and Last Name _____

Title _____

Organization _____

Street Address _____

City, State, Zip _____

Office Phone _____ Cell _____ Fax _____

E-mail _____

Website _____

Individual Responsible for Signing Legal Contracts

Contact First and Last Name **Dan Johnson**

Title **Director**

Organization **Clackamas County Department of Transportation and Development**

Street Address **150 Beavercreek Road**

City, State, Zip **Oregon City, OR 97045**

Office Phone **503-742-4325** Cell _____ Fax _____

E-mail **danjoh@clackamas.us**

Website **www.clackamas.us/transportation**

*If the RARE supervisor changes at any time during the RARE placement process, the RARE program must be notified immediately.

SECTION I: RARE AmeriCorps 2018-2019 ORGANIZATION INFORMATION

Funding Sources

All funds must be confirmed by June 30, 2018

Please list your funding sources for the \$23,500 cash match, including dates they were or will be confirmed.

Source	Clackamas County – Resource Conservation & Solid Waste	Date Confirmed	June 28, 2018
Source	_____	Date Confirmed	_____
Source	_____	Date Confirmed	_____

Authorization

Must be signed by an individual with authority to commit funds for the organization

To the best of my knowledge, the governing body of the organization has duly authorized this narrative and has committed funds for this project.

Eben Polk

Sustainability Supervisor

Print Name

Title



7/2/18

Signature

Date

SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

Placement Type

Check the placement type(s) that best describe this position. Please check all that apply, but be as specific as possible as this information will be used to guide the placement process.

- Economic Development
- Natural Resource Planning
- Land Use Planning
- Outreach and Engagement
- Community/Social Services
- Food Systems Development
- Small City/Government Mgmt.
- Rural/Regional Tourism
- Geographic Information Systems
- Main St./Downtown Development
- Renewable Energy
- Other:

Placement Information

Clackamas County – Resource Conservation & Solid Waste Program
 Organization
Rural Energy & Climate Specialist
 RARE Position Title
 County (where RARE AmeriCorps participant’s office will be) **Clackamas County**
 Counties to be served (if different than above)
 Area to be served **Rural Clackamas County** Population **400,000 total, 100,000 rural**
 City, county, region, watershed

Community Information

	\$1,556 (Zillow Rent Index)	\$2,100 (Zillow single family rent list price)
	\$1,320 (Zillow rent list price)	\$1710 (Zillow Rent Index)
	\$1021 (Sperling’s Best Places)	\$1208 (Sperling’s Best Places)
Median Rental Costs	\$ <u>\$1,013 (Rentcafe.com Oregon City)</u> 1 bdrm. Apartment	\$ <u>\$1208 (Sperling’s Best Places)</u> 2 bdrm. House
	18 – Lewis (R)	9 – Girod (R)
	26 – Vial (R)	13 – Thatcher (R)
	37 – Parrish (R)	19 – Wagner (D)
	38 – Salinas (D)	20 – Olsen (R)
	39 – Kennemer (R)	21 – Taylor (D)
	40 – Meek (D)	24 – Monroe (D)
	41 – Power (D)	26 – Thomsen (R)
	48 – Reardon (D)	
	3 – Blumenauer (D)	
	51 – Bynum (D)	
Legislative District	<u>5 – Schrader (D)</u> Federal House	<u>52 – Helfrich (R)</u> State House
		<u>26 – Thomsen (R)</u> State Senate

SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

Performance Measures

As an AmeriCorps Program, RARE reports quarterly on how it is meeting certain pre-determined performance measures. How do your projects meet RARE's performance measures? Please check all that apply, but a minimum of two. In addition, explain how each performance measure checked will be met by your projects.

Increase the number of actively engaged volunteers How?

Increase community resources How? The assessment of community solar potential and work with partners
Includes but is not limited to outreach materials, assessments, maps, databases, programs, and/or studies. such as the Energy Trust will result in resources such as a written assessment, map, and relevant outreach materials, pertaining to community solar projects.

Create finalized plans that can be implemented during or after the RARE term of service. How? One goal will be to create a finalized plan for a demonstration community solar project available to rural residents. Ideally the RARE member may begin implementation of this plan. A second goal will be to complete a status review / update on the unstaffed 2008 sustainability action plan, which may lead to a revised plan for climate strategy.

Provide public speaking opportunities to the RARE AmeriCorps participant. How? A goal of this project will be to provide at least five speaking opportunities for outreach on community solar and energy efficiency.

Create or provide teaching opportunities on the topics of business plan development, marketing and/or fiscal management. How?

Transfer skills to community participants. (This can be informal or formal transfer of skills.) How? Participating in and shadowing with our community's weatherization program will create opportunities to engage with residents on energy-saving skills and strategies.

SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

Part B: Placement Description

Please describe the placement by answering the questions below.

1. Describe the specific needs in your community that the project(s) will address.

Rural communities in Oregon often face greater challenges accessing programs and services, compared to urban areas such as the Portland Metro region. In severe weather events or other disasters, rural areas of Clackamas County are often more vulnerable to loss of power and are more isolated, with a less resilient transportation system and power system. Rural areas may also face challenges with air quality due to reliance on wood for heat. Investing in community-scale or household-scale solar and energy efficiency projects can help address multiple challenges, improving community resilience and preparedness, reducing costs for power, and reducing carbon emissions through clean power. Through planning, research, community engagement and education, this project will help identify the potential for and build capacity for more solar and energy efficiency.

Our community also lacks the baseline information and framework needed to be more strategic about our role in reversing global warming. A parallel project will be to develop a greenhouse gas inventory, starting with county operations, and build on that by assessing previous plans' strengths and weaknesses and developing a framework for a new climate strategy.

Because there are many viable potential approaches and partners, we have some flexibility to tailor the community-engagement aspects of our RARE projects towards the strengths and career interests of our RARE member.

2. Provide evidence that the resident population, organization staff and/or board are supportive of the projects proposed. This may include a description of the community/organization strategic plan or a description of the events or change in policy that has led your community to seek assistance from the RARE program.

In 2017 our Board of Commissioners adopted a resolution supporting action on climate change and affirming past action plans to reduce our carbon emissions. They recently approved naming our program 'Sustainability and Solid Waste'. Our commissioners strongly support rural economic development and promoting clean energy. Among the key goals in the Board's strategic plan are to 'honor, utilize, promote and invest in our natural resources, grow a vibrant economy, and ensure safe, healthy, secure communities.' This project is a response to those priorities and actions. A nationwide poll of county-level opinions on climate issues in 2016 conducted by Yale University estimated that in Clackamas County, 83% of residents support research into renewable energy sources. Yet action on this issue has not been well resourced yet. This project will help build a new framework and momentum.

3. List any community-based organizations with which the RARE AmeriCorps participant will work in completing the project.

Confirmed partners working in the community include Sustainable Northwest; Clackamas County Weatherization Program; Energy Trust of Oregon; CERTs (Community Emergency Response Teams) and the Disaster Management Department. Our RARE participant may also connect with or work with 350 Clackamas County; the Mount Hood Green Scene; Friends of Family Farmers; OSU Extension Service, and one or more community planning organizations or hamlet/village organizations, which are Clackamas County's closest equivalent to neighborhood associations.

SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

4. Describe the readiness of the project(s) (e.g., a plan has been completed and needs to be implemented or the council has adopted the scope of work based on a community outreach process).

For the project to build capacity for new community solar projects in rural Clackamas County, a preliminary scope will be completed before the RARE term begins, but will be left somewhat flexible, allowing our RARE member to adapt and finalize the plan with support from County staff, Sustainable Northwest, and other potential community partners. The preliminary scope will address the following focal areas: landscape and grid suitability analysis; community engagement, education, and partner recruitment; and land use policy analysis. Early in the project, Sustainable Northwest and County staff will provide an in-depth orientation on the state of solar in rural Oregon and case studies of similar projects.

We will couple energy efficiency awareness and education with the above project. Our community weatherization program is ready to bring our RARE member aboard for shadowing in energy education classes and in-home consultations, which will then lead to opportunities to deliver similar education to non-qualifying residents and community groups.

For the project developing a greenhouse gas emissions inventory and conducting a gap analysis / assessment of prior efforts and plans on sustainability issues, a framework for analysis is ready, the tools and support will be provided to conduct the inventory, and the connections will be made on behalf of the RARE member to assemble the necessary data.

5. Describe the professional development, learning opportunities and training for the RARE AmeriCorps participant who would serve in the position. Please be as specific as possible.

A number of opportunities will be incorporated or encouraged. These include:

- Learning the principles and elements of greenhouse gas emissions inventory, and developing a finished product to include in a professional portfolio of work
- Shadowing educators and service providers in our community weatherization program to understand energy efficiency education and home performance
- Participating in the county's new interdepartmental climate exchange which brings together staff from several departments to discuss climate issues
- Understanding sustainability management systems and the development of a framework to create and implement a climate plan
- Connecting with other professionals in land use planning, disaster preparedness, renewable energy, and non-profits
- Building effective relationships with stakeholder climate action advocates
- Connecting with other RARE members particularly anyone working on other rural energy initiatives
- Learning how to assess a historic plan
- When feasible, our member will have the opportunity to connect with and/or shadow staff providing technical assistance to schools, businesses, or multifamily communities in waste reduction and sustainability
- Leadership and Relationship building. For someone who is interested in understanding and connecting with the type of organizations, community members, and relationships that help make a place like Clackamas County a great place to live, this placement will be a good fit. It will offer exposure to a

SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

variety of non-profits, NGOs, community groups, and larger organizations with shared interest in the County's livability, long-term resilience, and environmental health.

- Project management and reporting. This placement will offer a member an opportunity to develop an organized plan for at least two projects, characterize desired outcomes and deliverables, and then either report on outcomes, or in the case of community solar and our greenhouse gas inventory, develop a report on our emissions and their sources, and on prospects for community solar projects in Clackamas County.

6. Describe the skills that you would need in a RARE AmeriCorps participant that would serve in the position. These are required skills. Please also describe any desired skills.

- Strong Microsoft Office skills, particularly Excel and Word
- Ability to understand and manage data in spreadsheets or to analyze data for inclusion in an inventory
- Effective verbal and written communication skills
- Experience with quantitative analysis and the summarization and presentation of data in charts, tables, and graphs
- Familiarity with and interest in climate issues, sustainability, and/or renewable energy
- Experience with one or more independent and/or team projects
- Ability to establish new relationships with stakeholders
- Interest in energy education and speaking before groups on energy topics
- Familiarity with GIS and graphics software (e.g. InDesign) also a plus
- Driving is required for County business on a regular basis or to accomplish work. A County vehicle will be available at any time driving is necessary. Applicants must possess a valid driver's license, and possess and maintain an acceptable driving record throughout the course of employment. Specific information on the County's driving policy can be found at [Driving and Vehicle Policy \(EPP 52\)](#)

7. Please describe any diversity, equity and inclusion efforts that are part of your organization and, in particular, part of the RARE projects. Please include any professional development opportunities for the RARE AmeriCorps participant related to diversity, equity and inclusion.

Our RARE AmeriCorps will have several development opportunities in this area that connect to existing efforts. Clackamas County has an Equity, Diversity, and Inclusion (EDI) Committee that creates learning opportunities and facilitates our ongoing efforts to promote equity, diversity and inclusion. We will invite our AmeriCorps member to shadow these committee meetings. Once a year Clackamas County staff may also have an opportunity to attend a regional conference on equity and diversity, and if our AmeriCorps member is eligible to attend, we will offer that opportunity. In addition, if our program participates in a training on diversity, welcoming environments, diverse recruiting, or dismantling racism, we would include our AmeriCorps member.

SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

8. Please provide a one paragraph position summary (no more than 300 words).

Clackamas County, OR is seeking an energy and climate specialist to make a significant difference in our community, advancing multiple projects that will result in tangible results for rural communities and our operations as an organization. The specialist will be project-focused. The community solar project will develop an assessment of opportunities, barriers, and potential for community solar initiatives while coordinating public engagement and outreach with a goal of identifying partners and participants for a community solar installation. The member will connect with local stakeholders, neighborhood groups, and emergency preparedness groups as part of this effort. The climate strategy and groundwork project will inventory greenhouse gas emissions in county operations, conduct an assessment of the county's prior sustainability action plan, and develop a framework for climate strategy. Finally, we anticipate coupling outreach around rural renewable energy with energy efficiency education, connecting our member with the County's weatherization team to learn and potentially replicate energy education efforts with partner organizations.

Part C: Organization Narrative

Describe the organization where the RARE AmeriCorps participant will be working with for the next year.

1. Describe the sponsoring organization with which the RARE AmeriCorps participant will be working.

The Sustainability and Solid Waste program has approximately 12 staff dedicated to helping Clackamas County, as a community and as an organization, become more resilient and sustainable. We provide education and technical assistance each year to over 1,000 businesses, 130 schools, 120 multifamily communities, and thousands of community members, equipping people to reduce waste, recycle better, reuse and repair, and increasingly, to adopt other sustainable practices. With our support more schools in Clackamas County are certified as Oregon Green Schools than any other County. We also have certified 40+ businesses representing thousands of employees as Leaders in Sustainability. We coordinate repair fairs that allow community members to fix things and learn new skills. We also oversee and regulate the companies that provide garbage and recycling collection service in unincorporated areas of the County. And, we have a great time.

More broadly, Clackamas County employs over 2,000 people providing service to the community in departments such as Health Housing and Human Services; Transportation and Development; Water Environment Services; Parks and Forests; Sheriff; and several others. Clackamas County is a place where people care about each other

SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

and share a passion for public service. The County is like a microcosm of Oregon: part of the Portland Metro area, but with most of its space in rural communities and public lands.

2. Provide a brief background of the community supervisor (the person who will be responsible for coordinating the day-to-day oversight of the RARE AmeriCorps participant). Describe the organizational role of the community supervisor and any special circumstances (e.g., the supervisor is a volunteer board member or the supervisor works in a different location or works less than full time).

Eben Polk, Sustainability Supervisor, will provide ongoing and overarching supervision and mentoring for the AmeriCorps member. He has been at Clackamas County since 2008. He has completed masters degrees in Public Policy and Environmental Management, and professional experience in materials management, energy, and ecology. More recently he has served as a Clackamas County Leadership Academy advisor and mentor.

3. Describe the office where the RARE AmeriCorps participant will be located. Please include the following information:
 - a. If other staff members work in the office, please indicate who they are (not by name but by number and role).
 - 1 Senior Analyst: overseeing garbage / recycling collection companies; administering collection system
 - 1 Senior Analyst, 2 Analysts: coordinating and delivering outreach and technical assistance with businesses
 - 1 Analyst: commercial food waste reduction and donation (vacant position)
 - 1 Analyst: schools program
 - 1 Analyst: multifamily program
 - 1 Analyst: community and residential program
 - 1 Administrative Specialist
 - 1 Seasonal: event recycling

- b. Please indicate if the office has a 'public' interface (i.e., do clients or residents regularly come in for services?)

Clients occasionally visit but more often call or email with requests, and our staff spend significant time in the field with customers (e.g. schools, businesses, community members)

- c. Please describe how safety training will be provided to the RARE AmeriCorps participant.

Safety training is an integral part of our on-boarding process for new staff. We have a checklist that includes numerous safety elements and procedures. For any staff using a County vehicle, we have a safe driving checklist and brief orientation too.

- d. Describe expectations in terms of the RARE AmeriCorps participant's specific office hours (e.g., regular 8am-5pm Monday through Friday; 7am-6pm Monday through Thursday; 40 hours a week with flexible hours to accommodate evening meetings and field work, etc.)?

A typical week would be 32 to 40 hours; the AmeriCorps member may choose between four 10-hour days and five 8-hour days; regular hours for a five day week would be approximately 8:00 am to 5:00 pm; occasional flexibility to accommodate evening or weekend meetings or events will be important.

SECTION II: RARE AmeriCorps 2018-2019 PLACEMENT NARRATIVE

4. Please describe the community in which the person will be working and likely living.

Clackamas County is a unique mix of urban, suburban, and rural areas, with several small cities—some urban and some rural. Most of our 400,000 residents live in the urbanized northwest part of the County, within the Portland Metro boundary. Many others, however, live in areas of forest and farm, or on the shoulders of Mount Hood, or in small rural towns and neighborhoods. Clackamas County has abundant outdoors opportunities: fishing, kayaking, rafting, hiking, and biking. We have several excellent farmers markets. On weekends, you can be at the coast in a couple hours, or on Mt. Hood or lost in the Cascades in less. More about visiting Clackamas County can be found at www.mounthoodterritory.com. Our AmeriCorps member could choose to live in Oregon City if it is important to minimize their commute, or, if it suits them, may live elsewhere. Some staff in our program live in Portland, others live in West Linn, Milwaukie, Oregon City, Gladstone, or Oak Grove. Clackamas County employees also live in rural communities such as Estacada, Molalla, Beavercreek, or Canby. Some of our cities have small but attractive downtowns (Oregon City, Sandy, Lake Oswego, Milwaukie). Our primary campus in Oregon City is served by Trimet's 33 bus line with frequent service between Milwaukie and Oregon City.

5. Provide additional information that you believe may be important for someone who is new to your community and/or the state of Oregon that may be important for a potential RARE AmeriCorps participant.

Oregon is a beautiful state with a multitude of places, and career paths, to explore. It is also a place where the mission to create sustainable communities is alive. It is a great place to live and work. There are numerous informal networking groups dedicated to sustainability issues where people can make connections and navigate career options, particularly in nearby Portland. Oregon has a history of doing its own thing to protect the resources we value, from the 1970s era 'Bottle Bill' that pioneered recycling for bottles and cans, to the strength of state land use law to protect farmland, promote smart growth and local land use planning. But it is by no means perfect. Here the exploitation and the celebration and protection of our abundant forests and wildlands have co-existed, sometimes uneasily, with their economic use. Many communities in Oregon, including some in Clackamas County, have a history of depending on the once-significant timber economy. The growth areas in our economy are in services, tourism, and tech.

Before choosing a place to live, our member may want to speak to staff here or with previous AmeriCorps members who can describe the tradeoffs involved between commute and community choice.

There is a thing called Oregon nice. People here are welcoming, courteous, and generous.

SECTION III: RARE AmeriCorps 2018-2019 SCOPE OF WORK

Please summarize the information in Section III using the following table. You may expand the size of existing rows or add additional rows as needed for projects, by unlocking the document. The purpose of this table is to give RARE AmeriCorps participants an overview of the placement description. This table will be attached to your community contract (signed at the beginning of the RARE AmeriCorps participant's term of service). Please use sufficient detail to explain your projects (i.e., if a RARE AmeriCorps participant were solely looking at this table, they would understand the scope of work for this placement).

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time
<p>This project will incorporate outreach, education, and technical assessment with the goal of identifying one to three sites in rural Clackamas County that may be suitable for community solar projects. The outreach and education element will include the planning and delivery of three to five workshops that introduce the option of community solar projects in rural Clackamas County with a variety of audiences including residents, farmers, equine facilities, CERTs (Community Emergency Response Teams), farmers markets, and/or churches. Workshops and/or presentations will be developed with input from the Energy Trust and Sustainable Northwest. Pending additional planning, undergraduate students at the Oregon Institute of Technology, Wilsonville campus, may assist in technical analysis. The Energy Trust's expertise and educational and technical resources will be extremely helpful in developing the outreach and educational elements of this project.</p>	<p>Building resilience, preparedness, and clean energy resources in rural Clackamas County.</p>	<p>Research and summarize the opportunity for community solar in rural Clackamas County; network, with assistance, to reach out to these audiences through existing channels (such as reaching CERTs through our city and county emergency managers) coordinate and co-deliver workshops; screen potential properties both remotely and onsite including assessment of interconnection needs, and using mapping tools/GIS data. In addition to key community partners below, we will connect with OSU Extension's vibrant network in the County, rural Community Planning Organizations (CPOs), and may also be able to work with Friends of Family Farmers and OIT.</p>	<p>Strong analytical, writing, and relationship building skills. Familiarity with or interest in clean energy and community / stakeholder engagement.</p>	<p>Deliverables will include a workshop plan and presentation; assessment report; and a summary of how the county's zoning and development ordinance will treat community solar proposals.</p>	<p>50</p>

SECTION III: RARE AmeriCorps 2018-2019 SCOPE OF WORK

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time
<p>Clackamas County is creating an interdepartmental group to serve as a platform for deeper discussions and support for county decision makers (our Board of Commissioners) on climate issues. This group may also help develop an operations strategy to keep reducing our carbon footprint. A key baseline need we can address with help from our member is establishing a greenhouse gas inventory.</p>	<p>Our commissioners have called for renewed efforts on climate change issues, but baseline data and a strategic evaluation of past work and potential frameworks are needed to lay the groundwork.</p>	<p>Conduct the inventory and produce a report on the County's direct GHG emissions (Scope I and II including natural gas, electricity, and transportation fuels) and if possible indirect emissions (Scope III indirect emissions from purchasing goods and services). The report will also illustrate emissions on a per employee basis, and for different buildings and/or departments. It will also characterize emissions trends from prior years. Help staff two or three meetings of this interdepartmental group. Help evaluate our 2008 Action Plan for Sustainable Clackamas County to identify needs for a future climate strategy. Develop potential elements of a scope for a county community climate strategy.</p>	<p>Strong analytical skills; ability to write and develop a report. Familiarity with data and statistical analysis; interest in addressing climate strategy.</p>	<p>Final report and inventory of emissions; a written assessment of the 2008 sustainability action plan; a framework for climate strategy for the next 10 years including potentially the future development of a new climate plan.</p>	<p>35</p>

SECTION III: RARE AmeriCorps 2018-2019 SCOPE OF WORK

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time
<p>Is climate change a preparedness issue? What are the top 5 things people can do to address their carbon footprint? How can people make their homes more comfortable and yet also more efficient and resilient? Has Clackamas County done a good job of leveraging its limited resources to encourage better stewardship of our energy and climate? Many of us are already switching to efficient LED lights—this is just one of a number of strategies we need to ramp up to reduce our carbon footprint, and our community needs to know more.</p>	<p>To broaden and deepen awareness about the most beneficial ways for us to tackle our carbon footprint, and the importance of climate issues for rural Clackamas County.</p>	<p>Coordinate and offer informational presentations or workshops in rural communities, and similar lunch-n-learns to County employees on energy efficiency and climate change. Similar to Project 1, connect with CERTs and similar partners in this effort to link the topic to resiliency and preparedness. Conduct a focus group and interviews with participants from the County’s former ‘Energy Stewards’ programs in 2011; engage with others doing environmental education in rural Clackamas County to inventory climate-related educational efforts and identify opportunities for better community engagement. In addition to key partners listed below we anticipate connecting with OSU Extension and the Soil and Water Conservation District.</p>	<p>Interest in energy efficiency and aptitude for giving presentations and educating others;</p>	<p>Home consultations, workshops, and presentations on energy efficiency within rural areas of our county.</p>	<p>15</p>

SECTION III: RARE AmeriCorps 2018-2019 SCOPE OF WORK

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time

SECTION IV: RARE AmeriCorps 2018-2019 ESSENTIAL FUNCTIONS

We have listed the essential functions of a RARE AmeriCorps participant in general. Please list any essential functions of your placement, not listed below. This may include skills as well as requirements such as passing a drug test, owning their own car, etc. This should include any required skills you listed in Section II.B.6.

Essential Functions

The RARE AmeriCorps participant must be able to fulfill the following essential functions:

- Complete a minimum of 1700 of service within 11 months;
 - Represent the RARE program, their community organizations and themselves well by behaving professionally and following the dress code and standards of conduct of their sponsoring organization;
 - Travel to and participate in required RARE trainings, including Orientation, Fall training, and the End of the Year Event;
 - Create and submit a work plan, with the support and approval of the community supervisor, that accurately reflects the RARE AmeriCorps participant's on-site duties and deliverables;
 - Complete monthly service reports and quarterly assessments in a timely manner;
 - Seek technical assistance and support whenever needed, from community resources, RARE/IPRE staff, or from the University outlined both the in the scope of work and in the RARE AmeriCorps participant work plan;
 - Complete specified work products as described in scope of work and work plan.
-
- Produce documents, reports and analyses with strong Microsoft Office skills, particularly Excel and Word
 - Understand and manage data in spreadsheets or to analyze data for inclusion in an inventory
 - Effective verbal and written communication skills
 - Experience with quantitative analysis and the summarization and presentation of data in charts, tables, and graphs
 - Familiarity with and interest in climate issues, sustainability, and/or renewable energy
 - Experience with one or more independent and/or team projects
 - Ability to establish new relationships with stakeholders
 - Interest in energy education and speaking before groups on energy topics
 - Familiarity with GIS and graphics software (e.g. InDesign) also a plus
 - Driving is required for County business on a regular basis or to accomplish work. A County vehicle will be available at any time driving is necessary. Applicants must possess a valid driver's license, and possess and maintain an acceptable driving record throughout the course of employment. Specific information on the County's driving policy can be found at [Driving and Vehicle Policy \(EPP 52\)](#)
 - Owning a car is not necessary to reach work in Oregon City, if the RARE member selects housing that allows a convenient commute by bus or bike; however it would be helpful and provide flexibility to explore Portland, the region, and the outdoors if the member owns a vehicle.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contracts for
On-call Interpreter Services for Clackamas County Departments

Purpose/Outcomes	To provide On-call Interpreter Services for Clackamas County
Funding Source	Various depending on Department Request for Services
Duration	Through June 30, 2023
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Contact Person	Abigail Churchill, Procurement; 503-742-5449

Contractor	Fiscal Dollar Amount
Cyramcom International DBA Voiance Language Services	\$1,500,000.00
Evergreen Interpreting & Translating Services	\$1,500,000.00
Oregon Certified Interpreter's Network, Inc.	\$1,500,000.00
Purple Communications, Inc.	\$1,500,000.00
The Immigrant and Refugee Community Organization	\$1,500,000.00
Heidi Astrid Schmaltz	\$ 250,000.00

BACKGROUND:

On April 24, 2018 a Strategic Procurement was published RFP #2017-87 for On-call Interpreter Services. The RFP received nine responsive and responsible bidders and all nine Contractors were awarded contracts to provide On-call Interpreter Services for Clackamas County as needed. Scope of Work to be determined at time of Service and mutually agreed upon by County and Contractor.

This request has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County approve these six Contractors for On-call Interpreter Services for Clackamas County. The remaining three vendors will be submitted at a later date.

Respectfully submitted,

Abigail Churchill
Procurement and Contract Analyst

Placed on the _____ Agenda by the Purchasing Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Cyracom International, Inc. DBA Voiance Language Services ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Cyracom International, Inc. DBA Voiance Language Services

Address: 5780 N. Swan Rd., Tucson, AZ 85718

Contractor Contract Administrator: Vicky Tantlinger

Phone No.: 520-745-9447

Email: vtantlinger@voiance.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** 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 by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** 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. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in 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: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) 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 performance. 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.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) 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; (C) 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 (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

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

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

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

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

[Signature Page Follows]

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

Cyacom International, Inc.
DBA Voiance Language Services
5780 N. Swan Road
Tucson, AZ 85718

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Entity Type / State of Formation

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

CONSIDERATION

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
RFP #2017-87 Interpreter Services



REQUEST FOR PROPOSALS #2017-87

FOR

Interpreter Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Abigail Churchill
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 16, 2018

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....April 24, 2018

Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, Churchill@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

3.3. SCOPE OF WORK

3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

Certifications:

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

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

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Section 6 Rate Schedule

Name of Firm/Individual: _____

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: _____

Are you willing to accept long term assignments? _____

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language				
Acholi – <i>Uganda, Sudan</i>				
Afrikaans – <i>South Africa, Namibia</i>				
Akan – <i>Ghana, Ivory Coast</i>				
Akateko – <i>Guatemala</i>				
Albanian – <i>Albania</i>				
Algerian Arabic – <i>Algeria</i>				
Amharic – <i>Ethiopia</i>				
Arabic – <i>Widely Distributed</i>				
Armenian – <i>Armenia</i>				
Ashanti (Asante Twi) – <i>Ghana</i>				
Assyrian – <i>Iraq</i>				
Azerbaijani – <i>Azerbaijan</i>				
Azorean Portuguese – <i>Azores Islands</i>				
Bahnar – <i>Vietnam</i>				
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>				
Bambara – <i>Mali</i>				
Belarusan – <i>Belarus</i>				
Bengali – <i>Bangladesh, India</i>				
Bosnian – <i>Bosnia & Herzegovina</i>				
Brazilian Portuguese – <i>Brazil</i>				
Bulgarian – <i>Bulgaria</i>				
Burmese – <i>Myanmar (former Burma)</i>				
Cambodian (Khmer) – <i>Cambodia</i>				
Cantonese – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>				
Catalan – <i>Andorra, Spain</i>				
Cebuano – <i>Philippines</i>				
Chaldean – <i>Iraq</i>				
Chamorro – <i>Guam</i>				
Chaozhou (Teochew) – <i>China</i>				
Chin – <i>Myanmar (former Burma)</i>				
Chinese (var. languages/dialects) – <i>China</i>				
Chuukese (Trukese) – <i>Micronesia</i>				
Croatian – <i>Croatia</i>				
Czech – <i>Czech Republic</i>				
Danish – <i>Denmark</i>				
Dari (Afgan Farsi) – <i>Afghanistan</i>				
Dene – <i>Canada</i>				
Dewoin – <i>Liberia</i>				
Dinka – <i>Sudan</i>				
Duala – <i>Cameroon</i>				
Dutch – <i>Netherlands</i>				
Egyptian Arabic – <i>Egypt</i>				
Estonian – <i>Estonia</i>				
Filipino (Tagalog) – <i>Philippines</i>				
Finnish – <i>Finland</i>				
Flemish – <i>Belgium</i>				
French – <i>Africa, Canada, France, Tunisia, et al.</i>				
French Creole – <i>Caribbean</i>				
Fukienese – <i>China</i>				
Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>				
Fuzhou – <i>China</i>				
Ga – <i>Ghana</i>				
Gen (Mina) – <i>Togo, Benin</i>				
German – <i>Germany</i>				
Gokana (Khana) – <i>Nigeria</i>				
Greek – <i>Greece</i>				
Gujarati – <i>India</i>				
Haitian Creole – <i>Haiti</i>				
Haka Burmese – <i>Myanmar (former Burma)</i>				
Hmong – <i>China, Vietnam, Laos</i>				
Hungarian – <i>Hungary</i>				
Hakka – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>				
Ibo (Igbo) – <i>Nigeria</i>				
Ilocano – <i>Philippines</i>				
Hebrew – <i>Israel</i>				
Hindi – <i>India</i>				
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>				
Iraqi Arabic – <i>Iraq</i>				
Italian – <i>Italy</i>				
Japanese – <i>Japan</i>				
Jarai – <i>Vietnam</i>				
Javanese – <i>Indonesia</i>				
Jordanian Arabic – <i>Jordan</i>				
Juba Arabic – <i>Sudan</i>				
Kanjobal (Q’anjob’al) – <i>Guatemala</i>				
Kannada – <i>India</i>				
Kapampangan – <i>Philippines</i>				
Karen (Pa’o, S’gaw) – <i>Myanmar (former Burma)</i>				
Kayah – <i>Myanmar (former Burma)</i>				
Khmer (Cambodian) – <i>Cambodia</i>				
Kinyarwanda – <i>Rwanda</i>				
Kirundi – <i>Burundi</i>				
Koho – <i>Vietnam</i>				
Korean – <i>Korea</i>				
Kpele – <i>Guinea, Liberia</i>				
Kurmanji (Northern Kurdish) – <i>Turkey</i>				
Kuwaiti Arabic – <i>Kuwait</i>				
Lao – <i>Laos</i>				
Latvian – <i>Latvia</i>				
Lebanese Arabic – <i>Lebanon</i>				
Lingala – <i>Congo, Republic of the</i>				
Lithuanian – <i>Lithuania</i>				
Luganda – <i>Uganda</i>				
Luo – <i>Kenya</i>				
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>				
Macedonian – <i>Macedonia</i>				
Malay – <i>Malaysia</i>				
Malayalam – <i>India</i>				
Malinke – <i>Senegal</i>				
Mam – <i>Guatemala</i>				
Mandarin – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – <i>Senegal</i>				
Marathi – <i>India</i>				
Marshallese – <i>Marshall Islands</i>				
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>				
Mien – <i>China, Laos, Thailand</i>				
Mina (Gen) – <i>Togo, Benin</i>				
Minangkabau – <i>Indonesia</i>				
Mixteco Alto – <i>Mexico</i>				
Mixteco Bajo – <i>Mexico</i>				
Mnong – <i>Vietnam</i>				
Mongolian – <i>Mongolia</i>				
Moroccan Arabic – <i>Morocco</i>				
Nahuatl – <i>Mexico</i>				
Navajo – <i>U.S.A.(Southwest)</i>				
Nepalese – <i>Nepal, India</i>				
Nuer – <i>Sudan</i>				
Oromo – <i>Ethiopia</i>				
Palestinian Arabic – <i>Israel, Jordan</i>				
Pangasinan – <i>Philippines</i>				
Papiamentu – <i>Netherlands Antilles</i>				
Pashto (Pusho) – <i>Pakistan, Afghanistan</i>				
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>				
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
Russian – <i>Russia</i>				
Samoan – <i>Samoa</i>				
Polish – <i>Poland</i>				
Portuguese – <i>Portugal, Brazil, et al.</i>				
San Miguel – <i>Mexico</i>				
Santa Eulalia – <i>Guatemala</i>				
Saraiki – <i>Pakistan, India</i>				
Serbian – <i>Serbia, Montenegro</i>				
Serbo-Croatian – <i>Balkans</i>				
Shanghainese – <i>China</i>				
Sichuan (Szechuan) – <i>China</i>				
Sinhalese – <i>Sri Lanka</i>				
Slovak – <i>Slovakia</i>				
Somali – <i>Somalia</i>				
Soninke (Serahule) – <i>Mali</i>				
Sorani (Central Kurdish) – <i>Iraq</i>				
Spanish – <i>Spain, Latin America, et al.</i>				

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>				
Susu – <i>Guinea</i>				
Swahili – <i>Kenya, Somalia, Tanzania,</i>				
Swedish – <i>Sweden</i>				
Syrian Arabic – <i>Syria</i>				
Tagalog (Filippino) – <i>Philippines</i>				
Tai Dam – <i>Vietnam</i>				
Taiwanese – <i>Taiwan</i>				
Tamil – <i>India</i>				
Telugu – <i>India</i>				
Teochew (Chaozhou) – <i>China</i>				
Thai – <i>Thailand</i>				
Tibetan – <i>China</i>				
Tigrigna (Tigrinya) – <i>Ethiopia,</i>				
<i>Eritrea</i>				
Toishanese – <i>China</i>				
Tongan – <i>Tonga</i>				
Trukese (Chuukese) – <i>Micronesia</i>				
Tunisian Arabic – <i>Tunisia</i>				
Turkish – <i>Turkey</i>				
Twi – <i>Ghana</i>				
Tzotzil – <i>Mexico</i>				
Ukrainian – <i>Ukraine</i>				
Urdu – <i>Pakistan, India</i>				
Vietnamese – <i>Vietnam</i>				
Wolof – <i>Senegal</i>				
Xhosa – <i>South Africa</i>				
Yemeni Arabic – <i>Yemen</i>				



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #1
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

End of Addendum #1



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #2
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

Scope of Work

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

End of Addendum #2



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #3
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

End of Addendum #3

**EXHIBIT B
CONTRACTORS RESPONSE**



VOIANCE[®]
Language Services

A division of CyraCom International, Inc

Clackamas County

ATTN: George Marlton

2051 Kaen Road
Oregon City, OR 97045

Interpreter Services RFP #2017-87

May 16, 2018

2:00 pm PDT

RFP Team
(866) 742-9080 ext. 1700
rfp@voiance.com

Voiance Language Services, LLC
5780 N. Swan Rd.
Tucson, AZ 85718
www.voiance.com



*Operating the most extensive
network of large-scale
interpreter contact centers.*

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Operating the most extensive network of large-scale interpreter contact centers.



Clackamas County
George Marlton, Director Procurement Division
Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045
RFP # 2017-87 Interpreter Services

May 16, 2018

Dear Mr. Marlton,

Voiance Language Services, LLC (Voiance), a division of CyraCom International, Inc., welcomes the opportunity to respond to Clackamas County's (The County's) Interpreter Services RFP. Voiance will continue to further The County's vision and mission by providing reliable, high-quality interpretation services to help progress the quality of communication between Clackamas County's employees and clients.

With fast connection times across all languages for telephonic interpretation, Voiance's interpretation solutions will continue to help enable quick, clear communication between The County's limited English proficiency (LEP) customers and Clackamas County. Our interpretation solutions are exclusively endorsed by the American Hospital Association (AHA) and the American Dental Association (ADA). Our interpreters are fully HIPAA compliant; we hold three (3) International Organization for Standardization (ISO) certificates: 9001:2008-Certification of Quality Management, 13611:2014-Certification of Interpreting:Guidelines for Community Interpreting, and 17100:2015-Certification of Translation; Payment Card Industry (PCI) certification; and have received numerous awards for our services.

Trained and Certified Interpreters in Large-Scale Contact Centers

We operate the most extensive network of secure, large-scale interpreter contact centers, all located within the U.S. These large-scale contact centers – and the extensive processes that take place within them – will help Clackamas County to achieve the average speed of answer and quality of service it requires. We provide 120 hours of standardized, in-person interpreter training within our contact centers. This rigorous training course instructs our employee interpreters how to handle 9-1-1, 2-1-1, 3-1-1 calls and emergency scenarios, while remaining poised in stressful situations, as well as vocabulary and interpretation dynamics.

All of our American Sign Language (ASL) Video Remote Interpreters (VRIs) are certified through the Registry of Interpreters for the Deaf (RID), work inside of our secure contact centers, and have more than five (5) years of interpreting experience.

Responsive, Client-Focused On-Site Interpretation Services

Voiance's consultative approach will help The County plan and budget efficiently. We will continue to work with Clackamas County to analyze and determine language needs, appointment type, and frequency of use. Voiance will staff according to The County's needs to ensure timely and accurate delivery of service.

Secure, Fast, Accurate Translation Solutions

Clackamas County will continue to have access to our secure translation portal for easy project quoting and submission. Voiance ensures its translators possess at least five (5) years of experience in 9-1-1, 2-1-1, and 3-1-1 related translation and are professionally fluent in English and the target language. We pride ourselves with on-time delivery of accurate translations.

We look forward to continuing our partnership with Clackamas County. We remain committed to continuing our legacy of delivering quality Interpreter Services excellence to you and your clients.

Sincerely,

J. Austin Wade
Senior Vice President



Contraction Modifications

Voiance requests inclusion of the below language in the Company's contract with Clackamas County per Voiance's Equal Employment Opportunity (EEO) Compliance:

In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), CyraCom International, Inc., prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. CyraCom International, Inc., takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Additionally, Voiance requests removal of the following verbiage from The County's Proposal Services Contract, on page 10:

"The billings shall also include the total amount billed to date by Contractor prior to the current invoice."



Highly-Effective Multilingual Support for a Fortune 100 Health Insurer



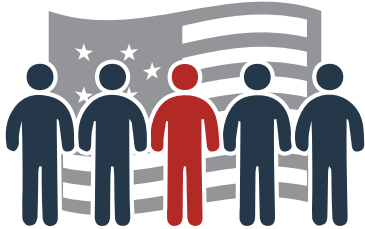
Case Study at a Glance

Changes in US demographics led a top-five Health Insurer to evaluate how limited-English members experienced its mission and values. As a result, the Insurer developed an award-winning Multilingual Support Program across voice, print, and digital channels, which included a partnership with Voiance for phone interpretation.

With its Multilingual Support Program, the Insurer established itself as a customer experience thought leader in the industry. The program helped the Insurer tailor its member experience, engage with employees, and appeal to new audiences.

Why Multilingual Support?

The Insurer's mission is to provide access to high-quality, affordable care for consumers across the country, which include different populations with limited English fluency. Award-winning multilingual support helps the Insurer move closer to making this goal a reality.



More than 20% of US residents speak a language other than English at home, and many bring different cultural and linguistic backgrounds to their

healthcare experience. The Insurer's Multilingual Support Program enables these individuals to satisfy their needs by engaging with the Insurer's representatives and self-service options in hundreds of languages.

From a strategic perspective, the business case for multilingual support is not difficult to make. As the Program's Supervisor notes, "We've come to view multilingual support as a strategic imperative – not just a convenience."



The Challenge: Deeper Experiences and New Audiences

To narrow the gap in healthcare equity, the Insurer identified the need to better connect with its limited-English communities. But creating meaningful experiences for multicultural members is not an easy task. As the Multilingual Support Program’s Supervisor notes, “Healthcare is one of the most intimate areas of people’s lives. Our company makes a promise to understand our communities, and support them when they need us.”

When language barriers keep members from understanding their plans or accessing the healthcare system, they may receive a lower quality of care. “As companies consider their customer experience, incorporating diversity is sometimes an afterthought,” says the Supervisor. “Our purpose is to create a healthier world for everyone – it’s a philosophy. When improving global health underpins everything you do, looking at consumer perspectives through the lens of language and culture is not optional.”

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“When language barriers keep members from understanding their plans or accessing the healthcare system, they may receive a lower quality of care.”

Multilingual Support and the Affordable Care Act

The Multilingual Support Program needed to highlight the Insurer’s commitment to healthcare for limited-English individuals, not just comply with regulations. “The Affordable Care Act brought many new consumers into the healthcare market, and we wanted to make a positive first impression,” says the Supervisor.

Company Mission and Values: The Secret to Award-Winning Multilingual Support

Together with a dedicated team, the Supervisor revisited the Insurer’s core mission to guide development of the Multilingual Support Program.

The team explored how limited-English audiences experienced the Insurer’s values of excellence, caring, and inspiration. They traced each consumer contact point with culture and language in mind, confirming that increased language capabilities could create a deeper and richer experience.

To ensure the success of their multilingual support, the team implemented a new, company-wide communication strategy. “Our revamped communication practices raised awareness of multicultural audiences and their language needs,” recalls the Supervisor.

Celebration of Diversity

Dedication to great multilingual support stems from the Insurer’s celebration of diversity. It hosts hundreds of multicultural initiatives annually and often ranks in DiversityInc’s top Fifty Companies for Diversity. “Our experiences, backgrounds, perceptions and beliefs are all the things that make us unique,” says the Supervisor. “Celebrating them creates better outcomes for everyone and provides us with a competitive advantage.”



Elements of the Multilingual Support Program

The Insurer's Multilingual Support Program today spans hundreds of languages and covers voice, print, and digital channels. Language support has helped the Insurer meet growth objectives by expanding its membership potential among limited-English communities.

In addition to customer-facing support, the Insurer also provides each employee with cultural competence training. "We want our employees to learn about different cultures and how cultural understanding can help create a consistent member experience," says the Supervisor.

**Hundreds
of languages**
over voice, print &
digital channels

Phone Interpretation

Non-English calls to Voiance route to the most extensive network of large-scale US interpreter contact centers. Phone interpretation increased the Insurer's language capability to hundreds of languages.

Spanish, Mandarin, Arabic, Cantonese, and Vietnamese represent the Program's most popular languages. The Insurer also complements its service from Voiance by supporting some of its Spanish and Mandarin calls in-house.

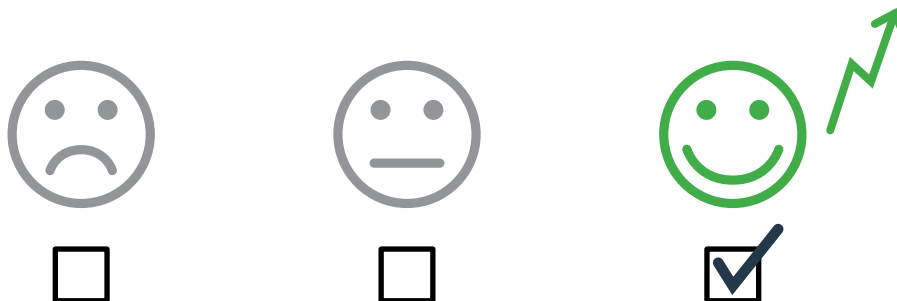
Print and Digital

Limited-English members also require written language access for documents and self-service. In 2015, the Insurer's team managed nearly 6,000 translation projects.

Multilingual Support Boosts Customer and Employee Satisfaction

Across voice, print, and digital channels, multilingual support helped grow membership in limited-English communities. Reaching members on their own terms better engages them with the Insurer's products and services, helping them to lead healthier lives.

The Multilingual Support Program has also benefited internal stakeholders. According to the Supervisor, "It positively affected our work culture." Together with service from Voiance, the Insurer boosted employee engagement and support for its mission of a healthier future. "Our employees know that working here helps make a difference in their communities."



Switching to Voiance and Implementing Service

Comparing Strategies

As the Insurer developed its award-winning multilingual support, it first explored the feasibility of in-house service. Planning, staffing, training, and the right environment for quality assurance all proved too cost-prohibitive for the Insurer's call volume.

Choosing Voiance

In choosing a new language service provider, the Insurer's team identified innovation, partnership, and responsiveness as top qualities. "We wanted a company that didn't just provide a service, but one that also shared our values. I think we have that with Voiance – it's a true partnership," says the Supervisor.

Voiance provides call efficiency and expands language capacity without impacting in-house resources. "It also differentiates us in the marketplace."

“We wanted a company that didn't just provide a service but one that also shared our values. I think we have that with Voiance – It's a true partnership.”

Implementation

Agents' first encounter with Voiance needed to be positive, ensuring that they would continue to use the service without hesitation. "Voiance's implementation team facilitated a very smooth transition," says the Supervisor.

Because they had used phone interpretation from a previous provider, the Insurer's staff didn't need training on how to use the service. Instead, the team needed to help staff understand the importance of when to use language support capabilities. The Supervisor recalls that, "Once we shifted employees' mindset, language capabilities became part of the natural course of business, not something that was interruptive."

Satisfaction with Voiance's Reporting, Quality, Price, and Security

The Program Supervisor values Voiance's account management. Using the integrated reporting and billing system, account users can quickly access granular account information. "We are able to drill down and find any detailed call information that we want," the Supervisor notes.

Some organizations introduce multilingual support without monitoring it, but the Insurer considers quality essential for a consistent and positive member experience. Voiance monitors interpreters for quality 12 times per month, with supervisors offering real-time coaching to their close-knit, 18-interpreter teams.

The Supervisor finds the pricing for Voiance's service competitive. "Their value is very compelling for the features of the service and the price they charge—it was another factor that influenced our switch to Voiance." The Insurer only pays for the minutes it uses, with no extra charges for account management or monthly minimums.

The Insurer also needed to know that members' personally-identifiable information (PII) and protected health information (PHI) remained secure. Voiance calls are serviced in the most extensive network of large-scale US interpreter contact centers, which enable compliance with security and confidentiality protocols.

Continued Success and Future Opportunities

The Insurer will continue its policy of providing limited-English members with timely and quality access to its programs, services, and activities. As US demographics continue to shift, the Supervisor expects that more companies will take a closer look at meeting the language needs of the limited-English populations.

The Supervisor considers multilingual support an ongoing priority and journey—not a box to be checked and forgotten. His team evaluates the program’s success by how effectively it engages constituents in a healthcare market that remains in flux. The team meets regularly to monitor the program’s performance and implement change if necessary.

With award-winning multilingual support in place, the team works to identify new opportunities. “Language and culture will always play a part in our experience. We want to continue serving our communities and connect them with quality health services.”





5.2 Proposer's General Background and Qualifications:

- **Description of the firm.**

Voiance Language Services, LLC (Voiance), is a division of CyraCom International, Inc. All operations are handled at the parent-company level. CyraCom International, a leader and innovator in language services, has been in business over twenty (20) years. The organization began in 1995 when we patented the dual-handset telephone. The single-line dual-handset phone was later designed for natural face-to-face communication to provide the best possible care for Limited English Proficiency (LEP) individuals.

Voiance is a principal provider of language interpreting services to government across the U.S. The Company currently services Clackamas County and other government agencies including Prince William County and Fairfax County, Virginia emergency service and PSAP systems. We will continue to provide The County with convenient and reliable language services, particularly Public Safety, E-911, 2-1-1, 3-1-1 to facilitate communication with Clackamas County's employees and clients.

Voiance provides multilingual services to more than **450** Public Safety, E-911 providers and their Social Services clientele across the country, including The County. The Company will achieve your desired metrics by utilizing automatic account authentication, customized language selection, and fast connection to trained and certified 9-1-1 interpreters. Voiance will support your Public Safety, E-911, 2-1-1, 3-1-1, legal, health, and other component units through the Company's interpreter contact centers located in six (6) cities across the country.

Attached please find a multilingual case study referencing Voiances' qualifications in the languages services sector.



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

Voiance meets the criteria for all standards as outlined in Exhibit C of the Professional Services Contract for the state of Oregon. Additionally, the Company holds the following International Organization for Standardization (ISO) certifications:

VOIANCE HOLDS THE FOLLOWING ISO CERTIFICATIONS	
ISO NUMBER	CERTIFICATION NAME
9001:2008	Certification of Quality Management
13611:2014	Certification of Interpreting - Guidelines for Community Interpreting
17100:2015	Certification of Translation

Voiance is also PCI compliant.





Other Certifications and Awards:

- GSA-approved vendor for the federal government.
- Exclusive endorsements from the American Hospital Association (AHA) and American Dental Association (ADA) for interpretation and translation services.
- We were named to the Inc. 5000 list of fastest-growing private companies in the U.S. for the ninth (9th) year in a row and eleventh (11) time overall in 2017.
- Over the past five (5) years, we have received multiple Gold American Business Awards, including Fastest Growing Company and Company of the Year in the Business Services category. Our Chairman and Chief Executive Officer Jeremy Woan was also named Gold Executive of the Year in the Business Services category in 2015.

Key Personnel

Bill Martin will continue to serve as your Account Manager and primary contact. Mr. Martin will be responsible for Clackamas County's overall satisfaction with Voiance's services. He will also proactively recommend improvements to The County's language programs to add value and ensure efficient use of services.



Bill Martin
Account Manger
Phone: (520) 745-9447 x1708
Email: bmartin@voiance.com

Bill Martin joined Voiance in 2013. In his role as the National 9-1-1 Account Manager, Mr. Martin is responsible for implementation of all new city, county, and state government accounts, including Clackamas County. He is also responsible for business growth within each of the relationships he manages. Mr. Martin provides support and solutions to all accounts and proactively monitors all account activity. He has attended more than half a dozen 9-1-1 conferences and will continue to attend such conferences nationwide.

Before Mr. Martin joined Voiance, he was a Gas Turbine/Propulsion Engineer in the Navy for four and a half (4 1/2) years. Mr. Martin then worked for Wells Fargo for many years as a Business Sales Consultant before moving on to Business Sales at TransFirst Merchant Services. His extensive ten (10) years of experience in Business Sales has made him an excellent candidate to continue as the Account Manager for The County.



- **Description of providing similar services to public entities of similar size within the past five (5) years.**

Voiance partners with government agencies that desire convenient, reliable, and secure multilingual services. The Company believes in providing high-quality language services with a focus on interpreter training and management. These competencies enable us to provide leading language solutions for the Limited English Proficiency (LEP) population in the Public Safety and E-911 sectors across the country.

Voiance has been delivering quality language services to the public sector for years. The Company serves hundreds of municipalities, cities, counties, states, and federal agencies. Voiance's major metropolitan-area clients include Miami-Dade County, Florida (Fire and Rescue, Police); Salt Lake City 9-1-1; Orange County, California; Maricopa County, Arizona; California Department of Corrections; New York City; and many more. We support hundreds of large clients with very diverse populations, providing interpretation services to a wide variety of agencies across government, business, finance, and insurance verticals. Voiance has years of providing the specific services that Clackamas County is requesting: 9-1-1 services, 3-1-1 services, 2-1-1 services, legal and healthcare services, and more.

Voiance's operating model ensures quality and security for its clients by providing the most extensive network of secure, large-scale interpreter contact centers in the industry. The Company also provides a secure translation portal that ensures data security and confidentiality. To review Voiance's secure model, view this video: <http://start.voiance.com/experience>

9-1-1 Clients in the past five (5) Five Years

The County of Prince George

The County of Prince George 9-1-1 department has been a client since before 2010 and uses over 130,000 minutes of telephonic emergency interpretation annually. The County of Prince George is perennially pleased with Voiance's services including our business conduct, responsiveness to client needs, and communications services. They have expressed their pleasure with the Company's services by offering to do a commercial for Voiance.

Nashville Metro 9-1-1

The Nashville Metro 9-1-1 department came to Voiance in 2015 after experiencing a level of service that did not meet the department's expectations with another vendor. In addition to their 9-1-1 department, the Company services various Metro Nashville law enforcement agencies and Health and Human Service departments. They were very excited to become a Voiance client and feel that the Company has met and exceeded their expectations. Nashville Metro is utilizing over 46,000 minutes of emergency telephonic interpretation annually.



- **Description of the firm's ability to meet the requirements in Section 3.**

Voiance has been providing reliable, high-quality language services to Clackamas County in the state of Oregon for over three (3) years. We will continue to leverage our audited processes, highly-experienced staff, and emergency and PSAP expertise to deliver comprehensive multilingual services to all The County's departments.

Services to be provided:

- **Telephonic and Video interpretation:** Callers can connect to interpreters in a matter of seconds, any time of day or night, with 24/7/365 client services assistance available.
- **On-Site interpretation:** Clackamas can schedule on-site interpreters 24/7/365 through Voiance's client services.
- **Translation and Localization:** Translation projects can be scheduled and monitored 24/7/365 through our secure translation portal.

Telephonic Interpretation

Voiance is a leading provider of phone interpretation services for emergency service and PSAP providers across the nation. Clackamas County will continue to achieve their desired call metrics by utilizing the Company's automatic account authentication, customized language selection, and fast connection to trained and certified 9-1-1 interpreters. Voiance will support The County's emergency calls through our contact centers across the country. The Company's infrastructure features extensive system redundancy and the technology to ensure 99.999% system availability.

Video Interpretation

Voiance provides both an application for mobile devices to connect with live video and telephonic interpreters and access to video interpretation through any computer that meets our system requirements. The County will continue to log into our online portal through any web browser.

On-Site Interpretation

Voiance partners with governments all over the country, including Clackamas County, to provide robust on-site interpreting programs. The Company will continue to offer our efficient solutions for The County. Your Account Manager, Bill Martin will continue to accommodate Clackamas County's requests by providing convenient and reliable on-site interpretation.

Translation and Localization

Voiance offers secure translation and localization services that include translation, proofreading, editing, desktop publishing, braille, audio transcription, voice-over, subtitling, and much more. These services are available through the Company's secure, online translation portal available 24/7/365. The portal ensures that Clackamas County's data remains secure and confidential. Voiance currently supports more than one hundred (100) languages for its translation services.

Attached please find Voiance's Language Lists.

Language List & Alternate Names and Spellings

Our language list contains those coded into our call platform. It also contains Voiance’s best attempt to capture the relevant alternative names and spellings of those supported languages, using resources available to Voiance.

The availability of interpreters for some less-frequently-used languages may vary, and increased requests for languages help us gauge demand and may influence interpreter staffing changes. If an interpreter for the language you are looking for is not currently available, your call will route to Client Services for further assistance.

Given that there are roughly 6,500 spoken languages in the world, we can and do regularly add support for new languages based on need. Our goal is not to have a static list of languages but rather to provide dynamic support to meet growing and changing language needs of our clients across the United States.

A

Acholi (Sudan-Uganda)

- Acoli
- Acooli
- Akoli
- Atscholi
- Dok Acoli
- Gang
- Lebacoli
- Log Acoli
- Lwo
- Lwoo
- Shuli

Afghan

- Dari

Afrikaans

Akan

- Fanti
- Ghana
- Twi

Akateko

- Acatec
- Acateco
- Conob
- Kanobal
- K'anjob'al
- Q'anob'al
- San Miguel Acatan Kanjobal
- Western Kanjobal
- Western Q'anjob'al

Aklan

- Inakeanon
- Aklano
- Aklanon
- Aklanon-Bisayan
- Panay

Albanian

Amharic (Ethiopia)

- Abyssinian
- Amargina
- Amarinya
- Amhara
- Beta Israel
- Ethiopian

Apache

- Coyotero

Arabic

- Al-Arabiyya
- Al-Fusha
- Literary Arabic

Armenian

- Armenian, Eastern
- Armenian, Western
- Armjanski Yazyk
- Ena
- Ermeni Dili
- Ermenice
- Haieren
- Somkhuri

Ashanti

- Akan

Assyrian

- Assyrian Neo-Aramaic
- Aisorski
- Assyrianci
- Assyriski
- Lishana Aturaya
- Neo-Syriac
- Sooreth
- Suret
- Sureth
- Suryaya Swadaya

Azerbaijani

B

Bahasa/Brunei

- Brunei-Kadaian
- Orang Bukit

Baluchi

Bambara

- Bamanakan
- Bamanankan

Banda

Bangi

- Bobangi
- Bubangi
- Dzamba
- Lobobangi
- Rebu
- Zamba

Bao-an

- Bonan
- Baonan
- Boan
- Manikacha
- Paoan
- Paongan

Basque

- Euska
- Euskara
- Euskera
- Euskerie

Bassa

Belorussian

- Belarusan
- Belarusian
- Bielorussian
- Byelorussian

- White Russian
- White Ruthenian

Bemba (Zambia)

- Chibemba
- Chiwemba
- Cibemba
- Ichibemba
- Icibemba
- Wemba

Bengali

- Bangala
- Bangla
- Bangla-Bhasa

Berber

- Tamazight ,Central Atlas
- Central Shilha
- Middle Atlas Berber
- Moroccan Amazigh
- Shilha
- Tachelhit

Bhojpuri

- Bajpuri
- Bhojapuri
- Bhozpuri
- Bihari
- Deswali
- Khotla
- Piscimas

Bhutanese

- Bhotia of Bhutan
- Bhotia of Dukpa
- Dzongkha
- Drukha
- Drukke
- Dukpa
- Jonkha
- Rdzongha

- Zongkhar

Bicol

- Bikol

Bosnian

Brazil-Portuguese

- Portuguese
- Portugues

Bulgarian

- Balgarski

Burmese

- Bama
- Bamachaka
- Myanmar
- Myen

C

Cakchiquel

- Kaqchikel
- Kaqchiquel

Cambodian

- Khmer

Cantonese

- Chinese, Yue
- Gwong Dung Waa
- Toisan
- Toishanese
- Yue
- Yueh
- Yuet Yue
- Yueyu

Cape Verdean

- Portuguese (macro)

Catalan

- Catala
- Catalan
- Catalan-Valencian-Balear
- Catalonian
- Valencian

Cebuano

- Binisaya
- Bisayan
- Sebuano
- Segbuanon
- Sugbuhanon
- Visayan

Chaldean

- Chaldean Neo-Aramaic
- Fallani
- Fellihi
- Kaldaya
- Kildani
- Lishana Kaldaya
- Modern Chaldean

- Neo-Chaldean

- Soorath

- Soorith

- Suras

- Sureth

Chamorro

- Chamorru
- Tjamoro

Chavacano

- Chabacano
- Chabakano
- Zamboangueno

Cherokee

- Tsalagi
- Tsalgi

Chichewa

Chin

Chin (Falam)

- Falam
- Fallam
- Halam
- Hallam Chin

Chin (Hakha)

- Baungshe
- Haka
- Haka Chin
- Hakha
- Lai
- Lai Chin

Chin (Matu)

- Nge La

Chin (Tedim)

- Hai-Dim
- Tedim
- Tiddim
- Zomi

Chin (Zanniat)

- Chin, Falam
- Falam
- Fallam
- Halam
- Hallam
- Chin

Chin (Zophei)

- Chin, Zyphe
- Zo-pe
- Zoptei
- Zyphe

Chinese

Chuj

- Chuh
- Chuhe
- Chu de San Mateo Ixtatan
- Chue

- Koti

Chungshan

Chuukese

- Chuuk
- Lagoon Chuukese
- Ruk
- Truk
- Trukese

Cree

Creek

- Muskogee

Crioulo

Guinea-Bissau Creole

- Guinea-Bissau Kriyol
- Kriulo
- Kriyol
- Portuguese Creole

Croatian

- Hrvatski

Czech

- Bohemian
- Cesky jazyk
- Cestina

D

Dakota

- Sioux

Danish

- Dansk
- Rigsdansk

Dari (Afghanistan)

- Afghan Persian
- Eastern Farsi
- Farsi
- Parsi
- Persian
- Tajik
- Tajiki

Dinka (Sudan)

Dutch

- Hollands
- Nederlands

Ebon

- Edo
- Marshallse

Egyptian Arabic

- Lower Egypt Arabic
- Masri
- Massry
- Normal Egyptian Arabic

Eritrean

Eskimo

- Inupiatun, Northwest Alaska

- Inupiatun

- Northwest Alaska Inupiat

Esperanto

- Eo
- La Lingvo Internacia

Estonian

Ethiopian

- Amharic
- Abyssinian
- Amarigna
- Amarinya
- Amhara
- Beta Israel

Ewe

- Ebwe
- Efe
- Eibe
- Eue
- Eve
- Gbe
- Krepe
- Krepi
- Popo
- Vhe

F

Fang

- Pahouin
- Pamue
- Pangwe

Fanti

- Akan

Farsi

- Persian, Iranian
- New Persian
- Parsi
- Persian
- West Persian
- Western Farsi

Fijian Polynesian

- Fijian
- Boumaa Fijian
- Eastern Fijian
- Fiji
- Nadroga
- Standard Fijian

Filipino

Finnish

- Suomi

Flemish

- Vlaams

Fon

- Dahomeen

- Fongbe

French

- Français

French Cajun

- Acadian
- Cadien
- Cajan
- Cajun
- Louisiana French

French Canadian

French Creole

Frisian

- Fries
- Frysk

Fukienese

- Chao Chow
- Chui Chow
- Fujianese
- Hokkien
- Taechew
- Chinese, Min Nan
- Minnan
- Southern Min
- Taiwanese

Fulani

- Fulah

Fuzhou

- Chinese, Min Dong
- Eastern Min
- Foochow

G

Ga

- Accra
- Acra
- Amina
- Gain
- Gamei

Gaddang

- Cagayan

Gaelic

- Scottish Gaelic
- Albannach Gaidhlig
- Gaidhlig
- Gaidhlig na h-Alba
- Scots Gaelic

Galician

- Galego
- Gallego

Gallinya

- Borana
- Oromo, Borana-Arsi-Guji

- Afan Oromo
- Galla
- Galligna
- Southern Oromo

Gana

- Ganaq
- Ganna
- Keningau Dusun
- Minansut

Ganda (Uganda)

- Luganda

Garri

- Ghari

Georgian

- Common Kartvelian
- Gruzinski
- Kartuli

German

- Deutsch
- Tedesco

Grebo

Greek

- Ellinika
- Graecae
- Grec
- Greco
- Neo-Hellenic
- Romaic

Guamanian

- Chamorro
- Chamorrru

Guarani

Gujarati

- Gujerathi
- Gujerati
- Gujrathi

Gulf Arabic

- 'Arabi
- Khaliji

Gwa

H

Haitian Creole

- Hakka
- Aiysyen
- Creole
- Haitian
- Kreyol
- Kreyol ayisyen
- Western Caribbean Creole

Hamer-Banna

- Amar

- Amarcocche
- Amer
- Ammar
- Bana
- Banna
- Beshada
- Cocche
- Hamar
- Hamar-Koke
- Hamer
- Hammer
- Hammercoche
- Kara Kerre

Hausa

Hawaii Creole

- Hawaii Pidgin
- Hawaii Creole English
- HCE, Pidgin

Hebrew

- Israeli
- Ivrit

Hindi

- Khadi Boli
- Khari Boli

Hindko

- Hindko, Northern
- Hazara Hindko
- Hindki
- Kagani
- Kaghani
- Hindko, Southern

Hindustani

- Hindustani, Sarnami
- Caribbean Hindustani

Hmong

Hopi

Huibe

- Hubei

Huizhou

- Hui
- Huizhou

Hunanese

- Chinese, Xiang
- Hsiang
- Hunan
- Xiang

Hungarian

- Magyar

I

Ibanag

- Ybanag

Ibo

- Igbo

Icelandic

- Islenska

Ilocano

- Ilokano
- Iloko

Ilonggo

- Hiligaynon
- Hiligainon
- Ilogo

Indonesian

- Bahasa Indonesia

Inupiaq

- North Alaskan Inupiatun
- Northwest Alaska Inupiatun

Iraqi Arabic

- Arabi
- Iraqi Judeo-Arabic
- Jewish Iraqi-Baghdadi Arabic
- Yahudic

Italian

- Italiano

J

Jakartanese

Japanese

Jarai

- Chor
- Cho-Rai
- Chrai
- Djarai
- Gia-Rai
- Gio-Rai
- Jorai
- Mthur

Javanese

- Djawa
- Jawa

Jingpho

- Aphu
- Chingpaw
- Chingp'o
- Jinghpaw
- Jinghpo
- Jingphaw
- Kachin
- Phu

Jula

- Dioula
- Diula

- Djula
- Dyoula
- Dyula
- Jula Kong
- Kong Jula
- Tagboussikan

K

Kachchi

- Cuchi
- Cutch
- Kachchhi
- Kachi
- Katch
- Katchi
- Kautchy
- Kutchchi
- Kutchie

Kamba

- Akamba
- Kekamba
- Kikamba

Kanjobal

- Q'anjob'al
- Conob
- Eastern Kanjobal
- Eastern Qanjobal
- Kanjobal
- Qanjobal
- Santa Eulalia Kanjobal

Kannada

- Banglari
- Canarese
- Havyaka
- Kanarese
- Madrassi

Karen

- Pwo

Karenni

- Kayah, Eastern
- Kayah
- Karennyi
- Kayah Li
- Kayay
- Kayeh
- Red Karen

Kashmiri

- Cashmeeree
- Cashmiri
- Kacmiri
- Kaschemiri
- Keshur
- Koshur

Kazakh

- Kaisak
- Kazak
- Kosach
- Qazag

Khamu

- Kamhmu
- Kammu
- Kamu
- Khamuk
- Khmu'
- Khomu
- Kmhmu
- Lao Terng
- Mou
- Pouteng
- Pu Thenh
- Tenh
- Theng

Khmer

- Cambodian
- Khmer

Kikuyu

- Gikuyu
- Gekoyo
- Gigikuyu

Kinya/Rwanda

- Kinyarwanda
- Hima
- Ikinyarwanda
- Orunyarwanda
- Ruanda
- Rwanda
- Rwandan
- Urunyarwanda

Kirghiz

- Kyrgyz
- Kara-Kirgiz
- Kirgiz

Kirundi

- Rundi
- Hima
- Urundi

Kizigua

- Zigula
- Chizigula
- Kizigula
- Msegua
- Seguha
- Wayombo
- Wazegua
- Zeguha
- Zegura
- Zigoua

- Zigua
- Zigwa

Kongo

Korean

- Hanguk Mal
- Hanguk Uh

Krahn

- Krahn, Western
- Krahn
- Kran
- Northern Krahn
- Western Kran
- Krahn, Eastern
- Eastern Kran
- Kran

Krio

- Creole
- Patois

Kru/Krumen

- Krumen, Tepo
- Kroumen
- Southern Krumen
- Southwestern Kroumen

Kunama

- Baada
- Baaden
- Baaza
- Baazayn
- Baazen
- Bada
- Baden
- Baza
- Bazen
- Cunama
- Diila

Kurdish

Kurdish (Badini)

- Kermanci
- Kirmanci
- Kurdi
- Kurmanci
- Kurmanji

Kurdish (Kurmanji)

- Behdini

Kurdish (Sorani)

- Kurdish, Central
- Kurdi

L

Lahu

- Kaixien
- Kucong
- Kutsong

- Lahuna
- Laki
- Lohei
- Moso
- Muhso
- Mussar
- Musso
- Mussuh
- Namen

Lakota

- Lakhota
- Lakotiyapi
- Teton

Lanzhou

Lao

- Eastern Thai
- Lao Kao
- Lao Wiang
- Lao-Lum
- Lao-Noi
- Laotion
- Laotian Tai
- Lum Lao
- Phou Lao
- Rong Kong
- Tai Lao

Latvian

Levantine Arabic

- Arabic, Northern Levantine Spoken
- Lebanese-Syrian Arabic
- North Levantine Arabic
- Syro-Lebanese Arabic

Lingala

- Ngala

Lithuanian

- Lietuviskai
- Lietuviu
- Litauische
- Litewski
- Litovskiy

Loma

- Bouze
- Busy
- Buzi
- Loghoma
- Logoma
- Looma
- Lorma
- Toa

Luganda

- Ganda

Luo

- Kavirondo Luo

- Luo
- Nilotic Kavirondo

Luxembourgeois

- Frankish
- Letzburgerisch
- Letzebuergesch
- Luxemburgian
- Luxemburgish
- Moselle Franconian

M

Maay Somali

- Af-Maay
- Af-Maay Tiri
- Af-May
- Af-Maymay
- Rahanween
- Rahanweyn

Macedonian

- Macedonian Slavic
- Makedonski
- Slavic

Magahi

- Bihari
- Magadhi
- Magaya
- Maghai
- Maghaya
- Maghori
- Magi
- Magodhi
- Megahi

Maithili

- Apabhramsa
- Bihari
- Matili
- Methli
- Tirahutia
- Tirhuti
- Tirhutia

Malagasy

Malay

- Bahasa Malayu
- Colloquial Malay
- Informal Malay
- Local Malay
- Malayu
- Melayu

Malayalam

- Alealum
- Malayalani
- Malayali

- Malean
- Maliyad
- Mallealle
- Mopia

Malinke

- Malinka
- Maninga

Maltese

- Malti

Mam

- B'anax Mam
- Huehuetenango Mam
- Qyool

Mandarin

- Beifang Fangyan
- Guanhua
- Guoyu
- Hanyo
- Huayu
- Mandarin
- Northern Chinese
- Putonghua
- Standard Chinese
- Zhongguohua
- Zhongwen

Mandingo

- Eastern Maninkakan
- Kita Maninkakan
- Konyanka Maninka
- Mandinka
- Sankaran Maninka
- Western Maninkakan

Mandinka

- Mande
- Manding
- Mandingo
- Mandingue
- Mandinque
- Soce

Mankon

- Ngemba
- Megimba
- Mogimba
- Mundum
- Ngomba
- Nguemba

Marathi

- Maharashtra
- Maharathi
- Malhatee
- Marthi
- Muruthu

Marshallese

- Ebon

Maya

- Maya, Yucatec
- Maaya
- Maaya t'aan
- Maayaa
- Peninsular Maya
- Yucatan Maya

Mende

- Boumpe
- Hulo
- Kossa
- Kosso

Mien

- Iu Mien
- Ban Yao
- Highland Yao
- Man
- Mian
- Mjen
- Myen
- Pan Yao
- Yao
- Yiu Mien
- Youmian

Mina

- Besleri
- Hina

Mixteco

- Mixtec

Mixteco Alto

- Mixtec

Mixteco Bajo

- Mixtec

Mizo

- Duhlian Twang
- Dulien
- Hualngo
- Lukhai
- Lusago
- Lusai
- Lusei
- Lushai
- Lushai-Mizo
- Lushei
- Sailau
- Whelngo

Mola

Moldovan

- Romanian
- Daco-Rumanian
- Rumanian

Mongolian

Montagnard Dega/Mon-Khmer Montenegrin

- Serbian

Moroccan Arabic

- Colloquial Arabic
- Darija
- Maghrebi Arabic
- Maghribi
- Moroccan Arabic
- Moroccan Colloquial Arabic
- Moroccan Dareja
- Moroccan Darija
- Moroccan Dereja

Mossi

- Moore
- Mole
- Moose
- More
- Moshi

N

Nahuatl

Nanjing

- Chinese, Mandarin
- Beifang Fangyan
- Guanhua
- Guoyu
- Hanyu
- Huayu
- Mandarin

Northern Chinese

Putonghua

Standard Chinese

Zhongguohua

Zhongwen

Navajo

- Dine
- Navaho

Ndebele

- Isinde'bele
- Ndebele of Zimbabwe
- Northern Ndebele
- Sindebele
- Tabele
- Tebele

Neapolitan

- Napoletano-Calabrese
- Neapolitan-Calabrese

Nepali

Norwegian

- Norsk

Nuer (Sudan)

- Naadh
- Naath

O

Oromo (Ethiopia) **Ouatchi**

- Gbe, Waci
- Wachi
- Waci
- Waci-Gbe
- Watyi

P

Paluan

Pampango

- Pampangan
- Kapampangan
- Pampangueno

Pangasinan

Papiamento

- Papiamentu
- Curacoleno
- Curassese
- Papiamen
- Papiamentoe

Pashto (Afghanistan)

- Pashto, Southern
- Kandahar Pashto
- Qandahar Pashto
- Southwestern Pashto

Pennsylvania Dutch

- German, Pennsylvania
- Pennsylvania Deitsh
- Pennsylvanish

Persian

Pohnpeian

- Ponapean

Polish

- Polnisch
- Polski

Polynesian

Portuguese

- Azorean Portuguese
- Portugues

Portuguese Creole

- Crioula, Upper Guinea
- Guinea-Bissau Creole
- Guinea-Bissau Kriyol
- Kriulo

- Kriyol

Pothohari

- Mirpuri
- Pahari-Potwari
- Chibhali
- Dhundi-Kairali
- Potohari
- Potwari

Pulaar

- Peul
- Peulh
- Pulaar Fulfulde

Punjabi

- Punjabi, Western
- Lahanda
- Lahnda
- Lahndi
- Panajabi
- Panabi Proper
- Punjabi
- Punjapi
- Shahmukhi
- Punjabi, Eastern
- Eastern Panjabi
- Gurmukhi
- Gurmukhi

Purepecha/Tarasco

- Eastern Lake Purepecha
- P'orhe
- P'orhepecha
- P'urhe
- P'urhepecha
- Phorhepecha
- Porhe
- P'orhepecha
- Purepecha de la Zona Lacustre
- P'urhepecha
- Tarascan
- Tarasco

Q

Quechua

Quiche

- K'iche'
- Central K'iche'
- Central Quiche
- Chiquel
- Qach'abel

R

Rohingya

- Rohinja
- Ruwainggya

Romani

Romanian

- Daco-Rumanian
- Moldavian
- Rumanian

Russian

- Russki

S

Samoan

- Gagana Samoa

Saraiki

- Bahawalpuri
- Seraiki
- Siraiki

Saudi Arabic

- Arabic, Najdi Spoken

Senegalese

- Wolof, Gambian

Serbian

- Montenegrin

Serbo-Croatian

Shanghainese

- Chinese, Wu
- Jiangnan hua
- Jiangsu-Zhujiang hua
- Jiangzhe hua
- Wu
- Wuyue

Sichuan/Szechuan

Sicilian

- Calabro-Sicilian
- Sicilanu
- Siculo

Sierra Leone Creole

- Krio
- Creole
- Patois

Sindi

- Sindhi

Sinhala

- Cingalese
- Singhala
- Singhalese
- Sinhalese

Slovak

- Slovakian

- Slovincina
- Slovensky Jazyk

Slovenian

- Slovene
- Slovincina

Somali

Soninke

- Sonike (Maraka)
- Soninke (Sarakole)
- Soninke (Sarahuleh)
- Aswanek
- Aswanik
- Azer

- Ceddo

- Cheddo

- Gangara

- Genger

- Kwara

- Maraka

- Marka

- Markaajo

- Markakan

- Sarakole

- Sarakolle

- Sarakule

- Sarakulle

- Sarangkole

- Sarangkolle

- Saraxuli

- Sebbe

- Serahule

- Serecole

- Sooninkanxanne

- Sooninke

- Wakkore

- Wankara

Spanish

- Castellano

- Castilian

- Espanol

Suchown

Sudanese Arabic

- Arabic, Sudanese Spoken
- Khartoum Arabic

Susu/Soso

- Sose

- Soso

- Soussou

- Susoo

Swahili

- Swahili (Kibajuni)

- Kiswahili

- Bajun

- Kisuaheli



Swedish

- Ruotsi
- Svenska

Sylheti

- Sileti
- Siloti
- Srihattia
- Sylhetti
- Sylhetti Bangla
- Syloti
- Syloty

T
Tadzhik

- Tajiki
- Galcha
- Tajik
- Tajiki Persian
- Tojiki

Tagalog
Tamil

- Damulian
- Tamal
- Tamalsan
- Tambul
- Tamili

Telugu

- Andhra
- Gentoo
- Tailangi
- Telangire
- Telegu
- Telgi
- Tengu
- Terangi
- Tolangan

Temne

- Themne
- Temen
- Timene
- Timmannee
- Timne

Thai

- Bangkok Thai
- Central Thai
- Siamese
- Standard Thai
- Thai Klang
- Thaiklang

Tibetan

- Tibetan, Central
- Bhotia

- Dbus
- Dbusgsang
- Phoke
- U
- Wei
- Weizang
- Zang

Tigrigna (Eritrea)

- Beta Israel
- Tigray
- Tigrinya

Tohono O'Odham

- Nebome
- Nevome
- O'odham
- O'othham
- Papago-Pima
- Tohono O'otham
- Upper Piman

Tongan

- Faka Tonga

Triqui

- Trique

Tshiluba

- Luba-Kasai
- Bena-Lulua
- Ciluba
- Luba-Lulua
- Luva
- Western Luba

Turkish

- Anatolian
- Turkce
- Turkisch

Twi

- Akan

U
Ukrainian
Urdu

- Pakistani

Uyghur

- Uighuir
- Uighur
- Uiguir
- Uygur
- Weiwu'er
- Wiga

Uzbek
V
Vietnamese

- Annamese
- Ching
- Gin
- Jing
- Kinh
- Viet

W
Waray-Waray

- Binisaya
- Samaran
- Samareno
- Samarenyo
- Samar-Leyte
- Waray

Welsh
Wolof
Wuxinese
X
Xhosa

- Cauzuh
- Isixhosa
- Koosa
- Xosa

Y
Yapese
Yemeni Arabic

- Judeo-Yemeni
- Yemenite Judeo-Arabic

Yiddish
Yoruba

- Yariba
- Yooba

Yucateco

- Yucatec

Yugoslavian
Yupik

- Yupik, Central Siberian
- Bering Strait Yupik
- Saint Lawrence Island Eskimo
- Yupik, Naukan
- Naukan

- Naukanski
- Nevuqaq
- Yupik, Central
- Central Alaskan Yupik
- Yupik, Sirenik
- Old Sirenik
- Sirenik
- Sirenikski
- Vuteen

Z
Zambal

- Sambali

Zande

- Asande
- Azande
- Badjande
- Bazenda
- Pazande
- Sande
- Zandi

Zapoteco
Zarma

- Adzerma
- Djerma
- Dyabarma
- Dyarma
- Dyerma
- Zabarma
- Zarbarma
- Zarmaci

Zomi

- Zo
- Jou
- Yo
- Yos
- Zoham
- Zome
- Zou
- Zou Chin

Zulu

- Isizulu
- Zunda

Video Interpretation Languages

The following sample availability selection of Video Interpretation languages are serviced from our large-scale US interpreter contact centers.

- Albanian
- American Sign Language
- Amharic
- Arabic
- Armenian
- Bengali
- Brazilian Portuguese
- Burmese
- Cambodian
- Cantonese
- Farsi
- French
- French Creole
- Haitian Creole
- Hindi
- Italian
- Japanese
- Karen
- Kinyarwanda
- Korean
- Mandarin
- Nepali
- Polish
- Punjabi
- Russian
- Somali
- Spanish
- Swahili
- Tagalog/ Filipino
- Tigrigna
- Urdu
- Vietnamese

Last updated Feb 22, 2018

With hundreds of languages more available over the phone.



Video Interpretation

Translation & Localization Language List

Our language list is extensive but not exhaustive. Frequently requested languages are represented; however, we regularly accommodate additional languages as needed.

Afrikaans	Flemish	Latin	Slovak
Albanian	French	Latvian	Slovene
Amharic	French Canadian	Lithuanian	Somali
Arabic	Gaelic	Macedonian	Sotho
Armenian	Georgian	Malay	Spanish
Azerbaijani	German	Marathi	Swahili
Azeri	Greek	Moldavian	Swedish
Belarusian	Gujarati	Nepali	Tagalog
Bengali	Haitian Creole	Norwegian	Tajik
Bosnian	Hebrew	Nyanja	Tamil
Bulgarian	Hindi	Pangasinan	Telugu
Burmese	Hmong	Panjabi	Thai
Cambodian (Khmer)	Hungarian	Pashto	Tigrinya
Catalan	Icelandic	Pohnpeian	Trukese
Chinese (Simplified)	Indonesian	Polish	Turkish
Chinese (Traditional)	Italian	Portuguese (Brazil)	Turkmen
Croatian	Japanese	Portuguese (Eur)	Ukrainian
Czech	Javanese	Punjabi	Urdu
Danish	Kannada	Romanian	Uzbek
Dari	Kazakh	Russian	Vietnamese
Dutch	Korean	Samoan	Welsh
Estonian	Kurdish	Serbian	Yao
Farsi	Kyrgyz	Serbo-Croatian	Yiddish
Finnish	Laotian	Sinhalese	Zulu



- **Description of what distinguishes the firm from other firms performing a similar service.**

Voiance's operating model will continue to ensure quality and security for Clackamas County by providing the most extensive network of secure interpreter contact centers in the industry. The Company offers premium service to emergency services and 9-1-1 agencies. This includes priority routing, where Voiance places emergency services/9-1-1 calls at the top of the queue ahead of standard calls. Across all languages and clients, we connect nearly 90% of 9-1-1 calls to an interpreter in ten (10) seconds or less. Voiance measures connection time as the time between language selection and the moment when an interpreter gets on the line.

The primary strengths that set Voiance apart from other providers are:

- The Company is PCI-compliant and audited under the ISO 9001:2008 standard
- We provide 24/7/365 interpretation services through our network of large-scale employee interpreter contact centers, all located within the U.S.
- Our employee interpreters are highly trained, certified, and continually monitored for quality
- The American Hospital Association (AHA) and the American Dental Association (ADA) exclusively endorse the Company's interpretation solutions
- Our employees are HIPAA compliant
- We currently support hundreds of languages for telephonic interpretation and continue to add more as needs arise
- Our client service representatives are available 24/7/365, via phone, email, online chat, or web form submission

We mitigate risk across our business structure through a robust methodology, including:

- An extensive disaster recovery strategy
- Secure language solutions
- Redundant infrastructure
- Highly secure facilities

Attached please find Voiance's 9-1-1- Information Sheet for more on what distinguishes the Company from other firms.

THE LEADING PROVIDER OF INTERPRETING SERVICES FOR PSAPS AND PUBLIC SAFETY

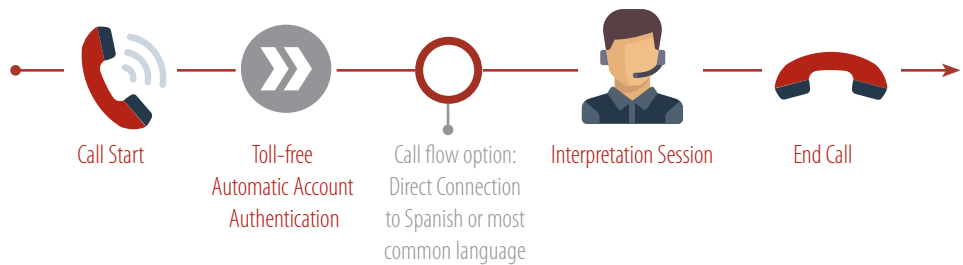
Voiance, a division of CyraCom, serves hundreds of PSAPs through the most extensive network of large-scale US interpreter contact centers. We operate 24/7/365 and support hundreds of languages.

We believe our centers - and the controlled processes that take place within them - best position Voiance to address critical PSAP priorities such as:

IMPROVED TIME TO DISPATCH VIA FAST INTERPRETER CONNECTIONS

Priority Connect – 9-1-1 Calls Take Priority

Your 9-1-1 calls will receive priority queuing, placing them at the front of the interpreter queue. In 2016, we connected emergency calls to interpreters in *under three seconds*, on average.



Fast Interpreter Connections with a Shortened Call-in Process

Your calls to Voiance reach our interpreters in fewer steps: Dial in, let our system auto-authenticate your account, and select your language. We can customize this process to meet your PSAP's particular needs.

Scheduled Employee Interpreters for Night and Weekend Coverage

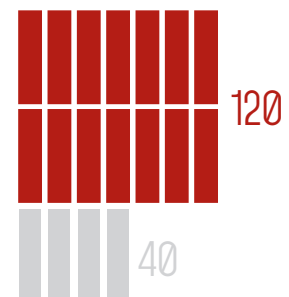
You need interpreters available when emergency call volume spikes – nights and weekends. We employ thousands of certified employee interpreters in large-scale US contact centers. Their employee status enables us to analyze trends and schedule interpreters to match your PSAP's needs. Competitors who rely primarily on at-home, independent contractor interpreters cannot lawfully require them to work particular hours, and this may leave gaps on nights and weekends.

FAST, ACCURATE CALL CLASSIFICATION AND LOCATION FROM 9-1-1 CERTIFIED INTERPRETERS

If your PSAP uses interpretation services, are their interpreters certified to handle 9-1-1 calls?

Employing interpreters in large-scale US contact centers enables us to train them. We provide 120 hours of on-site, in-person, interactive classroom training, ending in oral and written testing and certification. Our certified 9-1-1 interpreters deliver critical information quickly and accurately. Our dedicated 9-1-1 training module - completed by every employee interpreter - includes:

Our standardized, in-person training is three times longer than typical in the industry.



Quickly obtaining location and address of the emergency



Interpreting pre-arrival instructions, including CPR



Matching dispatcher's urgency and tone














Speaking with children

Interpreters also undergo training in anatomy and physiology, medical procedures, common medical conditions and medical terminology. After certification, they receive continuing education and regular quality monitoring for accuracy and professionalism.

DOES VOIANCE COMPARE TO YOUR CURRENT PHONE AND VIDEO INTERPRETATION PROVIDER?

Use this checklist to compare Voiance and our large-scale US interpreter contact center model for PSAPs and public safety to your current (or other potential) vendor:

Features	Voiance	Current Vendor
 Emergency services/9-1-1 client calls are given priority routing and placed ahead of standard calls in the queue.	✓	
 IT representative available to explain priority routing process in detail.	✓	
 Automated account authentication options available, avoiding time-consuming manual entry of data or codes, as well as potential errors.	✓	
 Emergency services/9-1-1 references available to discuss and confirm claimed connection times and general service.	✓	
 Dedicated workforce management team with ability to schedule employee interpreters to ensure speed of connection goals are met.	✓	
 Workforce management and employee interpreter operations (rather than independent contractors) are verifiable through site visits, video, or pictures.	✓	
 Employee interpreters work in large-scale, (more than 50 seats) contact centers in the United States.	✓	
 All calls are answered and interpreted in the United States. No calls are transferred off-shore.	✓	
 Service quality and consistency are independently verified by organizations such as ISO.	✓	
 Infrastructure is reliable, secure, and located in the US.	✓	
 Implementation support is available to ensure your PSAP transitions smoothly.	✓	
 Dedicated account management to answer questions, improve efficiency, and maximize value is included in the per-minute price.	✓	
 Online reporting empowers your PSAP to track utilization and ensure monthly billing is accurate.	✓	

Contact Voiance today to learn more out our phone and video interpretation solutions.

www.voiance.com | 866-742-9080, ext. 1 | getstarted@voiance.com



5.3 Scope of Work

- **Proposers are required to attach Exhibit D, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.**

Attached please find Exhibit D: Spreadsheet of Languages.

Section 6 Rate Schedule

Name of Firm/Individual: Voiance Language Services, LLC

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language	Available	N/A	Available	N/A
Acholi – <i>Uganda, Sudan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Afrikaans – <i>South Africa, Namibia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Akan – <i>Ghana, Ivory Coast</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Akateko – <i>Guatemala</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Albanian – <i>Albania</i>	Availability dependent upon interpreters within the	Available	Available	Available

	local region			
Algerian Arabic – <i>Algeria</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Amharic – <i>Ethiopia</i>	Availability dependent upon interpreters within the local region	Available	Available	N/A
Arabic – <i>Widely Distributed</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Armenian – <i>Armenia</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Ashanti (Asante Twi) – <i>Ghana</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Assyrian – <i>Iraq</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Azerbaijani – <i>Azerbaijan</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Azorean Portuguese – <i>Azores Islands</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Bahnar – <i>Vietnam</i>	Availability dependent	N/A	N/A	N/A

	upon interpreters within the local region			
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Bambara – <i>Mali</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Belarusan – <i>Belarus</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Bengali – <i>Bangladesh, India</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Bosnian – <i>Bosnia & Herzegovina</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Brazilian Portuguese – <i>Brazil</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Bulgarian – <i>Bulgaria</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Burmese – <i>Myanmar (former Burma)</i>	Availability dependent upon interpreters within the	Available	N/A	Available

	local region			
Cambodian (Khmer) – Cambodia	Availability dependent upon interpreters within the local region	Available	Available	Available
Cantonese – China	Availability dependent upon interpreters within the local region	Available	Available	N/A

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) –<i>Cape Verde</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Catalan – <i>Andorra, Spain</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Cebuano – <i>Philippines</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Chaldean – <i>Iraq</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Chamorro – <i>Guam</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Chaozhou (Teochew) – <i>China</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Chin – <i>Myanmar (former Burma)</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Chinese (var. languages/dialects) – <i>China</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available

Chuukese (Trukese) – Micronesia	Availability dependent upon interpreters within the local region	Available	N/A	Available
Croatian – Croatia	Availability dependent upon interpreters within the local region	Available	N/A	Available
Czech – Czech Republic	Availability dependent upon interpreters within the local region	Available	N/A	Available
Danish – Denmark	Availability dependent upon interpreters within the local region	Available	N/A	Available
Dari (Afgan Farsi) – Afghanistan	Availability dependent upon interpreters within the local region	Available	N/A	Available
Dene – Canada	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Dewoin – Liberia	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Dinka – Sudan	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Duala – Cameroon	Availability dependent upon	Available	N/A	N/A

	interpreters within the local region			
Dutch – <i>Netherlands</i>	Availability dependent upon interpreters within the local region	Available	N/A	\$ Available
Egyptian Arabic – <i>Egypt</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Estonian – <i>Estonia</i>	Availability dependent upon interpreters within the local region	Available	N/A	\$0.20 per word
Filipino (Tagalog) – <i>Philippines</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Finnish – <i>Finland</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Flemish – <i>Belgium</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
French – <i>Africa, Canada, France, Tunisia, et al.</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
French Creole – <i>Caribbean</i>	Availability dependent upon interpreters within the local region	Available	Available	Available

Fukienese – <i>China</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Fuzhou – <i>China</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Ga – <i>Ghana</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Gen (Mina) – <i>Togo, Benin</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
German – <i>Germany</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Gokana (Khana) – <i>Nigeria</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Greek – <i>Greece</i>	Availability dependent upon	Available	N/A	Available

	interpreters within the local region			
Gujarati – India	Availability dependent upon interpreters within the local region	Available	N/A	Available
Haitian Creole – Haiti	Availability dependent upon interpreters within the local region	Available	Available	Available
Haka Burmese – Myanmar (former Burma)	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Hmong – China, Vietnam, Laos	Availability dependent upon interpreters within the local region	Available	N/A	Available
Hungarian – Hungary	Availability dependent upon interpreters within the local region	Available	N/A	Available
Hakka – China	Availability dependent upon interpreters within the local region	N/A	N/A	N/A

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Ibo (Igbo) – <i>Nigeria</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Ilocano – <i>Philippines</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Hebrew – <i>Israel</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Hindi – <i>India</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Iraqi Arabic – <i>Iraq</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Italian – <i>Italy</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Japanese – <i>Japan</i>	Availability	Available	Available	Available

	dependent upon interpreters within the local region			
Jarai – Vietnam	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Javanese – Indonesia	Availability dependent upon interpreters within the local region	Available	N/A	Available
Jordanian Arabic – Jordan	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Juba Arabic – Sudan	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Kanjobal (Q’anjob’al) – Guatemala	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Kannada – India	Availability dependent upon interpreters within the local region	Available	N/A	Available
Kapampangan – Philippines	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Karen (Pa’o, S’gaw) – Myanmar (former Burma)	Availability dependent upon interpreters	Available	Available	N/A

	within the local region			
Kayah – <i>Myanmar (former Burma)</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Khmer (Cambodian) – <i>Cambodia</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Kinyarwanda – <i>Rwanda</i>	Availability dependent upon interpreters within the local region	Available	Available	N/A
Kirundi – <i>Burundi</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Koho – <i>Vietnam</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Korean – <i>Korea</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Kpele – <i>Guinea, Liberia</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Kurmanji (Northern Kurdish) – <i>Turkey</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Kuwaiti Arabic – <i>Kuwait</i>	Availability	N/A	N/A	N/A

	dependent upon interpreters within the local region			
Lao – Laos	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Latvian – Latvia	Availability dependent upon interpreters within the local region	Available	N/A	Available
Lebanese Arabic – Lebanon	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Lingala – Congo, Republic of the	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Lithuanian – Lithuania	Availability dependent upon interpreters within the local region	Available	N/A	\$0.18
Luganda – Uganda	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Luo – Kenya	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Maay (Af Maay, Rahanween, Bantu) –Somalia	Availability dependent upon interpreters	Available	N/A	N/A

	within the local region			
Macedonian – <i>Macedonia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Malay – <i>Malaysia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Malayalam – <i>India</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Malinke – <i>Senegal</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Mam – <i>Guatemala</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Mandarin – <i>China</i>	Availability dependent upon interpreters within the local region	Available	Available	N/A

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – <i>Senegal</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Marathi – <i>India</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Marshallese – <i>Marshall Islands</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Mien – <i>China, Laos, Thailand</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Mina (Gen) – <i>Togo, Benin</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Minangkabau – <i>Indonesia</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Mixteco Alto – <i>Mexico</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Mixteco Bajo – <i>Mexico</i>	Availability	Available	N/A	N/A

	dependent upon interpreters within the local region			
Mnong – <i>Vietnam</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Mongolian – <i>Mongolia</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Moroccan Arabic – <i>Morocco</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Nahuatl – <i>Mexico</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Navajo – <i>U.S.A.(Southwest)</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Nepalese – <i>Nepal, India</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Nuer – <i>Sudan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Oromo – <i>Ethiopia</i>	Availability dependent upon interpreters	Available	N/A	N/A

	within the local region			
Palestinian Arabic – <i>Israel, Jordan</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Pangasinan – <i>Philippines</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Papiamentu – <i>Netherlands Antilles</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Pashto (Pushto) – <i>Pakistan, Afghanistan</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Russian – <i>Russia</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Samoan – <i>Samoa</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Polish – <i>Poland</i>	Availability	Available	Available	N/A

	dependent upon interpreters within the local region			
Portuguese – <i>Portugal, Brazil, et al.</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
San Miguel – <i>Mexico</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Santa Eulalia – <i>Guatemala</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Saraiki – <i>Pakistan, India</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Serbian – <i>Serbia, Montenegro</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Serbo-Croatian – <i>Balkans</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Shanghainese – <i>China</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Sichuan (Szechuan) – <i>China</i>	Availability dependent upon interpreters	Available	N/A	N/A

	within the local region			
Sinhalese – <i>Sri Lanka</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Slovak – <i>Slovakia</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Somali – <i>Somalia</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Soninke (Serahule) – <i>Mali</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Sorani (Central Kurdish) – <i>Iraq</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Spanish – <i>Spain, Latin America, et al.</i>	Availability dependent upon interpreters within the local region	Available	Available	Available

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Susu – <i>Guinea</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Swahili – <i>Kenya, Somalia, Tanzania,</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Swedish – <i>Sweden</i>	Availability dependent upon interpreters within the local region	Available	N/A	Available
Syrian Arabic – <i>Syria</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Tagalog (Filipino) – <i>Philippines</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Tai Dam – <i>Vietnam</i>	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Taiwanese – <i>Taiwan</i>	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Tamil – <i>India</i>	Availability	Available	N/A	Available

	dependent upon interpreters within the local region			
Telugu – India	Availability dependent upon interpreters within the local region	Available	N/A	Available
Teochew (Chaozhou) – China	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Thai – Thailand	Availability dependent upon interpreters within the local region	Available	N/A	Available
Tibetan – China	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Tigrigna (Tigrinya) – Ethiopia,	Availability dependent upon interpreters within the local region	Available	Available	Available
<i>Eritrea</i>	Availability dependent upon interpreters within the local region	Available	Available	Available
Toishanese – China	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Tongan – Tonga	Availability dependent upon interpreters	Available	N/A	N/A

	within the local region			
Trukese (Chuukese) – Micronesia	Availability dependent upon interpreters within the local region	Available	N/A	Available
Tunisian Arabic – Tunisia	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Turkish – Turkey	Availability dependent upon interpreters within the local region	Available	N/A	\$0.20 per word
Twi – Ghana	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Tzotzil – Mexico	Availability dependent upon interpreters within the local region	N/A	N/A	N/A
Ukrainian – Ukraine	Availability dependent upon interpreters within the local region	Available	N/A	Available
Urdu – Pakistan, India	Availability dependent upon interpreters within the local region	Available	Available	Available
Vietnamese – Vietnam	Availability dependent upon interpreters within the local region	Available	Available	Available
Wolof – Senegal	Availability	Available	N/A	N/A

	dependent upon interpreters within the local region			
Xhosa – South Africa	Availability dependent upon interpreters within the local region	Available	N/A	N/A
Yemeni Arabic – Yemen	Availability dependent upon interpreters within the local region	Available	N/A	N/A



- **Provide detailed project approach to execute these services.**

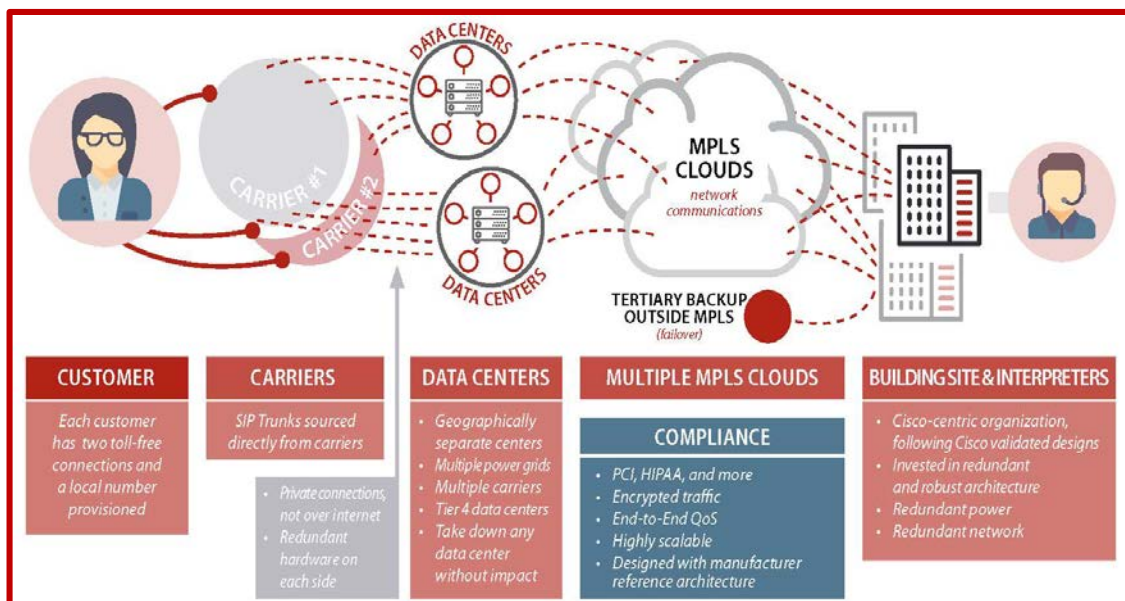
Below is our approach to delivering the services requested by Clackamas County:

Telephonic and Video Interpretation Approach

Voiance will continue to provide The County with highly trained and certified employee interpreters that work from within its network of secure, large-scale interpreter contact centers across the country. Interpreters will be available 24/7/365 and support hundreds of languages, including American Sign Language.

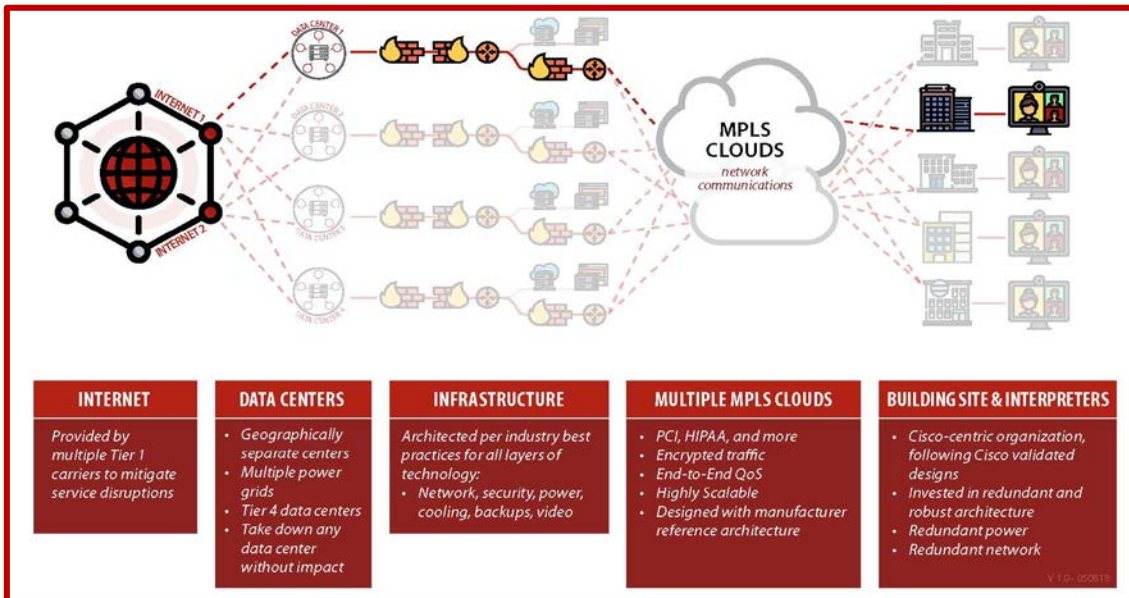
Please see the attached examples of Voiance’s telephonic and video interpretation processes.

Telephonic Interpretation Process





Remote Video Interpretation Process



On-Site Interpretation Approach

Clackamas County’s staff will continue to schedule on-site interpretation by contacting client services via phone or email 24/7/365. For on-site interpretation, Voiance’s consultative approach helps clients plan and budget efficiently. The Company will work with The County to analyze and determine language needs, appointment type, and frequency of use.

Please see the attached example of Voiance’s on-site interpretation process.

On-Site Interpretation Process





Translation and Localization Approach

Voiance will deliver secure, private, and expert translation services, in virtually any file format. Our ability to consistently and reliably handle turnaround volumes of 2,000 to 3,000 words per day if needed is renowned in the translation industry.

Please see the attached example of Voiance’s translation and localization process.

Translation and Localization Process

What Translation Steps Does Voiance Take?

In order to assure high-quality, turnkey deliverables, Voiance’s translation process involves several steps after initial submission of the project:



Step 1: Scoping

A highly-skilled project manager scopes the project and recommends the most efficient workflow, mentioning any potential linguistic or cultural concerns to the client.



Step 2: Translation, Editing, & Proofing

Separate, qualified linguists with requisite subject matter expertise translate, edit, and proofread throughout the project. Reviews from multiple linguists help ensure that translation projects meet high quality standards.

The project manager reviews the project according to the client’s style guide. This step is meant to ensure consistency and uniformity of voice before the project is sent for client review.



Step 3: Client Review

Voiance submits a final draft to clients for review, approval or providing any feedback before publication.



Step 4: Closure

If there is feedback, final edits are made and the final version of the document provided. All translations are stored in professional Translation Memory software to reduce costs and increase speed on future projects.





Training and Assessment Strategy/Methodology

Telephonic Interpretation

Voiance's 9-1-1 interpretation services feature highly-trained employee interpreters. After 120 hours of classroom training in large-scale interpreter contact centers, they receive certification for interpreting 9-1-1 calls. The Company's 9-1-1 interpreters receive training for specific skills, including the following:

- Quickly obtaining location and address of emergency
- Interpreting pre-arrival instructions, including CPR
- Matching dispatcher's urgency and tone
- Speaking with children

Topics emphasized in 9-1-1 training include:

- Medical emergencies and accidents
- Domestic violence and other violent crime
- Missing persons reports and identifying dead bodies
- Home invasion, burglary, reporting stolen goods

The training course includes forty (40) hours of supervised practicum. Throughout the practicum, each participant services live interpretation calls under the guidance and supervision of a trained interpretation coach.

Voiance offers tools designed to train and assess client staff in interpretation, including a language proficiency assessment and an interpreter skills development training course.

On-Site Interpretation

Voiance recruits and tests interpreters to ensure they are professionally fluent in both English and the target language. They must also clearly have the necessary abilities to interpret from one (1) language to the other.

The Company employee interpreter candidates are required to complete a 120-hour interpreter certification training course, which includes, but is not limited to, specific industry terminologies, insurance nomenclature, cultural brokering and sensitivity, and many more relevant topics. Upon completion of this course, each candidate is rigorously tested and must demonstrate a strong command of industry-recognized competencies that are necessary to perform interpretation accurately. Additionally, we require employee interpreters to take an average of four (4) continuing education modules each month that cover enhanced topics, including client-specific training.

Our quality monitoring team ensures high call quality by:

- Conforming to the International Organization for Standardization (ISO) 9001:2008 standard for Quality Management Systems
- Certifying under the ISO 13611:2014 Community Interpreting Guidelines
- Evaluating each employee interpreter, a minimum of twelve (12) times per month on a pass/fail basis



Translation and Localization

Voiance ensures that all of its translators possess at least five (5) years' experience in the requested field of translation. The company verifies this information during the vetting and onboarding process.

Voiance vets all translator candidates through the following process:

Phase 1 -- Initial Translator Qualification

Candidates must meet or exceed the following requirements:

- High proficiency in target language as a native speaker
- Minimum five (5) years' experience as a professional translator/reviewer
- Degree and/or certification for translation from a recognized authority (such as American Translators Association)
- Reference verification

Phase 2 -- Performance Evaluation

Translators receive an assessment, which is evaluated using a proprietary scoring matrix based on the Localization Industry Standards Association (LISA) scoring formula. On this assessment, they must demonstrate the following:

- Accuracy of translations
- Adherence to terminology
- Correct style
- Localization to the audience
- Consistency

Phase 3 -- Pilot Project Testing

Before translators can work on their first Company project, they must undergo a complete background check and sign a non-disclosure agreement and contract. Their pilot project is thoroughly reviewed to ensure the quality seen during the initial assessment carries over to live projects.

Phase 4 -- Ongoing Quality Monitoring

Regularly scheduled tracking, testing, and re-qualification of translators takes place under the Company's ISO 17100:2015 translation services certification. Any translator who does not meet re-qualification standards may face immediate removal from the Company's resource pool.

Voiance's four (4) phase translator qualification process was created to adhere to the leading industry standards for translation and localization, including ISO 9001:2008 and ISO 17100:2015 standards.

The Company provides language assessments and interpreter skills development courses formulated to educate client staff in interpretation.



- **Provide a timeline for your services**

Voiance values its relationship with Clackamas County and will continue to provide The County with the highest level of language services. Since Clackamas County is a current client, implementation of additional or enhanced services will be seamless. Setting up new services, such as translation, is as simple as acquiring log-in credentials and logging into Voiance's secure translation portal.

Clackamas County's staff can request an on-site interpreter or schedule training and assessment by calling Voiance's client services 24/7/365. Account Manager Bill Martin will continue to work directly with The County's staff to address your multilingual service needs.



5.4 Fees – Complete the attached Fee Schedule, Exhibit D

- **The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.**

Attached please find Exhibit D: Fee Schedule.

Section 6 Rate Schedule

Name of Firm/Individual: Voiance Language Services, LLC

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language	\$75.00/hr	N/A	\$0.95/m	N/A
Acholi – <i>Uganda, Sudan</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Afrikaans – <i>South Africa, Namibia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
Akan – <i>Ghana, Ivory Coast</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Akateko – <i>Guatemala</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Albanian – <i>Albania</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.17 per word
Algerian Arabic – <i>Algeria</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Amharic – <i>Ethiopia</i>	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
Arabic – <i>Widely Distributed</i>	65.00/hr	\$0.65/m	\$0.65/m	\$0.19 per word
Armenian – <i>Armenia</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.15 per word
Ashanti (Asante Twi) – <i>Ghana</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Assyrian – <i>Iraq</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Azerbaijani – <i>Azerbaijan</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
Azorean Portuguese – <i>Azores Islands</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Bahnar – <i>Vietnam</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Bambara – <i>Mali</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Belarusan – <i>Belarus</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Bengali – <i>Bangladesh, India</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.22 per word
Bosnian – <i>Bosnia & Herzegovina</i>	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
Brazilian Portuguese – <i>Brazil</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.17 per word
Bulgarian – <i>Bulgaria</i>	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
Burmese – <i>Myanmar (former Burma)</i>	\$70.00/hr	\$0.65/m	N/A	\$0.22 per word
Cambodian (Khmer) – <i>Cambodia</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.21 per word
Cantonese – <i>China</i>	65.00/hr	\$0.65/m	\$0.65/m	N/A

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) –Cape Verde	\$70.00/hr	\$0.65/m	N/A	N/A
Catalan – Andorra, Spain	\$70.00/hr	\$0.65/m	N/A	\$0.24 per word
Cebuano – Philippines	\$70.00/hr	\$0.65/m	N/A	N/A
Chaldean – Iraq	\$70.00/hr	\$0.65/m	N/A	N/A
Chamorro – Guam	\$70.00/hr	\$0.65/m	N/A	N/A
Chaozhou (Teochew) – China	\$70.00/hr	N/A	N/A	N/A
Chin – Myanmar (former Burma)	\$70.00/hr	\$0.65/m	N/A	N/A
Chinese (var. languages/dialects) – China	\$70.00/hr	\$0.65/m	N/A	\$0.17 per word
Chuukese (Trukese) – Micronesia	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
Croatian – Croatia	\$70.00/hr	\$0.65/m	N/A	\$0.19 per word
Czech – Czech Republic	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
Danish – Denmark	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
Dari (Afgan Farsi) – Afghanistan	\$70.00/hr	\$0.65/m	N/A	\$0.21 per word
Dene – Canada	\$70.00/hr	N/A	N/A	N/A
Dewoin – Liberia	\$70.00/hr	\$0.65/m	N/A	N/A
Dinka – Sudan	\$70.00/hr	\$0.65/m	N/A	N/A
Duala – Cameroon	\$70.00/hr	\$0.65/m	N/A	N/A
Dutch – Netherlands	\$70.00/hr	\$0.65/m	N/A	\$0.21 per word
Egyptian Arabic – Egypt	\$70.00/hr	N/A	N/A	N/A
Estonian – Estonia	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Filipino (Tagalog) – Philippines	\$70.00/hr	\$0.65/m	N/A	N/A
Finnish – Finland	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
Flemish – Belgium	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
French – Africa, Canada, France, Tunisia, et al.	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
French Creole – Caribbean	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
Fukienese – China	\$70.00/hr	\$0.65/m	N/A	N/A
Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
Fuzhou – China	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
Ga – Ghana	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
Gen (Mina) – Togo, Benin	\$70.00/hr	N/A	N/A	N/A
German – Germany	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
Gokana (Khana) – Nigeria	\$70.00/hr	N/A	N/A	N/A
Greek – Greece	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Gujarati – India	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Haitian Creole – Haiti	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.22 per word
Haka Burmese – Myanmar (former Burma)	\$70.00/hr	N/A	N/A	N/A
Hmong – China, Vietnam, Laos	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
Hungarian – Hungary	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
Hakka – China	\$70.00/hr	N/A	N/A	N/A

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Ibo (Igbo) – <i>Nigeria</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Ilocano – <i>Philippines</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Hebrew – <i>Israel</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Hindi – <i>India</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.20 per word
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
Iraqi Arabic – <i>Iraq</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Italian – <i>Italy</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.16 per word
Japanese – <i>Japan</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.20 per word
Jarai – <i>Vietnam</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Javanese – <i>Indonesia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
Jordanian Arabic – <i>Jordan</i>	\$70.00/hr	N/A	N/A	N/A
Juba Arabic – <i>Sudan</i>	\$70.00/hr	N/A	N/A	N/A
Kanjolal (Q'anjob'al) – <i>Guatemala</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Kannada – <i>India</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
Kapampangan – <i>Philippines</i>	\$70.00/hr	N/A	N/A	N/A
Karen (Pa'o, S'gaw) – <i>Myanmar (former Burma)</i>	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
Kayah – <i>Myanmar (former Burma)</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Khmer (Cambodian) – <i>Cambodia</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Kinyarwanda – <i>Rwanda</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Kirundi – <i>Burundi</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Koho – <i>Vietnam</i>	\$70.00/hr	N/A	\$0.65/m	N/A
Korean – <i>Korea</i>	\$65.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
Kpele – <i>Guinea, Liberia</i>	\$70.00/hr	N/A	N/A	N/A
Kurmanji (Northern Kurdish) – <i>Turkey</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Kuwaiti Arabic – <i>Kuwait</i>	\$70.00/hr	N/A	N/A	N/A
Lao – <i>Laos</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Latvian – <i>Latvia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Lebanese Arabic – <i>Lebanon</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Lingala – <i>Congo, Republic of the</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Lithuanian – <i>Lithuania</i>	\$70.00/hr	\$0.65/m	N/A	\$0.18
Luganda – <i>Uganda</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Luo – <i>Kenya</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Macedonian – <i>Macedonia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Malay – <i>Malaysia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
Malayalam – <i>India</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Malinke – <i>Senegal</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Mam – <i>Guatemala</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Mandarin – <i>China</i>	\$65.00/hr	\$0.65/m	\$0.65/m	N/A

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – Senegal	\$70.00/hr	N/A	N/A	N/A
Marathi – India	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Marshallese – Marshall Islands	\$70.00/hr	\$0.65/m	N/A	N/A
Mayan [Akateko, Kanjobal] – Guatemala, Mexico	\$70.00/hr	\$0.65/m	N/A	N/A
Mien – China, Laos, Thailand	\$70.00/hr	\$0.65/m	N/A	N/A
Mina (Gen) – Togo, Benin	\$70.00/hr	\$0.65/m	N/A	N/A
Minangkabau – Indonesia	\$70.00/hr	\$0.65/m	N/A	N/A
Mixteco Alto – Mexico	\$70.00/hr	\$0.65/m	N/A	N/A
Mixteco Bajo – Mexico	\$70.00/hr	\$0.65/m	N/A	N/A
Mnong – Vietnam	\$70.00/hr	N/A	N/A	N/A
Mongolian – Mongolia	\$70.00/hr	\$0.65/m	N/A	N/A
Moroccan Arabic – Morocco	\$70.00/hr	\$0.65/m	N/A	N/A
Nahuatl – Mexico	\$70.00/hr	\$0.65/m	N/A	N/A
Navajo – U.S.A.(Southwest)	\$70.00/hr	\$0.65/m	N/A	N/A
Nepalese – Nepal, India	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.25 per word
Nuer – Sudan	\$70.00/hr	\$0.65/m	N/A	N/A
Oromo – Ethiopia	\$70.00/hr	\$0.65/m	N/A	N/A
Palestinian Arabic – Israel, Jordan	\$70.00/hr	N/A	N/A	N/A
Pangasinan – Philippines	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
Papiamentu – Netherlands Antilles	\$70.00/hr	\$0.65/m	N/A	N/A
Pashto (Pusho) – Pakistan, Afghanistan	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
Portuguese Creole (Cape Verdean) – Cape Verde	\$65.00/hr	\$0.65/m	N/A	N/A
Persian (Farsi) – Afghanistan, Iran, Iraq, Pakistan	\$70.00/hr	\$0.65/m	N/A	N/A
Russian – Russia	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
Samoan – Samoa	\$70.00/hr	\$0.65/m	N/A	N/A
Polish – Poland	\$70.00/hr	\$0.65/m	\$0.65/m	N/A
Portuguese – Portugal, Brazil, et al.	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
San Miguel – Mexico	\$70.00/hr	N/A	N/A	N/A
Santa Eulalia – Guatemala	\$70.00/hr	N/A	N/A	N/A
Saraiki – Pakistan, India	\$70.00/hr	\$0.65/m	N/A	N/A
Serbian – Serbia, Montenegro	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
Serbo-Croatian – Balkans	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
Shanghainese – China	\$70.00/hr	\$0.65/m	N/A	N/A
Sichuan (Szechuan) – China	\$70.00/hr	\$0.65/m	N/A	N/A
Sinhalese – Sri Lanka	\$70.00/hr	\$0.65/m	N/A	\$0.27 per word
Slovak – Slovakia	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Somali – Somalia	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.21 per word
Soninke (Serahule) – Mali	\$70.00/hr	\$0.65/m	N/A	N/A
Sorani (Central Kurdish) – Iraq	\$70.00/hr	N/A	N/A	N/A
Spanish – Spain, Latin America, et al.	\$60.00/hr	\$0.59/m	\$0.59/m	\$0.13 per word

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Susu – <i>Guinea</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Swahili – <i>Kenya, Somalia, Tanzania,</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.22 per word
Swedish – <i>Sweden</i>	\$70.00/hr	\$0.65/m	N/A	\$0.23 per word
Syrian Arabic – <i>Syria</i>	\$70.00/hr	N/A	N/A	N/A
Tagalog (Filippino) – <i>Philippines</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.20 per word
Tai Dam – <i>Vietnam</i>	\$70.00/hr	N/A	N/A	N/A
Taiwanese – <i>Taiwan</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Tamil – <i>India</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Telugu – <i>India</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Teochew (Chaozhou) – <i>China</i>	\$70.00/hr	N/A	N/A	N/A
Thai – <i>Thailand</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Tibetan – <i>China</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Tigrigna (Tigrinya) – <i>Ethiopia,</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.25 per word
<i>Eritrea</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.25 per word
Toishanese – <i>China</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Tongan – <i>Tonga</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Trukese (Chuukese) – <i>Micronesia</i>	\$70.00/hr	\$0.65/m	N/A	\$0.25 per word
Tunisian Arabic – <i>Tunisia</i>	\$70.00/hr	N/A	N/A	N/A
Turkish – <i>Turkey</i>	\$70.00/hr	\$0.65/m	N/A	\$0.20 per word
Twi – <i>Ghana</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Tzotzil – <i>Mexico</i>	\$70.00/hr	N/A	N/A	N/A
Ukrainian – <i>Ukraine</i>	\$70.00/hr	\$0.65/m	N/A	\$0.18 per word
Urdu – <i>Pakistan, India</i>	\$70.00/hr	\$0.65/m	\$0.65/m	\$0.20 per word
Vietnamese – <i>Vietnam</i>	\$65.00/hr	\$0.65/m	\$0.65/m	\$0.18 per word
Wolof – <i>Senegal</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Xhosa – <i>South Africa</i>	\$70.00/hr	\$0.65/m	N/A	N/A
Yemeni Arabic – <i>Yemen</i>	\$70.00/hr	\$0.65/m	N/A	N/A



5.5 References

- **Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.**

Below please find the requested references.

9-1-1 King County Washington

Kayreen Lum

Program Manager III

20811 84th Ave S Ste. 105

Kent, WA 98032

Phone: (206) 477-4908

Email: kayreen.lum@kingcounty.gov

Start Date: March 2015

January 1, 2017 – December 31, 2017

7,992 calls

62,789 minutes

72 languages

ASA 5 seconds

Completed call rate 100%

9-1-1: Washington County (WCCCA)

Mark Chandler

Performance Manager / PIO

17911 NW Evergreen Pkwy.

Beaverton, OR 97006

Phone: (503) 690-4911 ext. 209

Email: mchandler@wccca.com

Start Date: February 2014

January 1, 2017 – December 31, 2017

1,734 Calls

11,300 minutes

27 languages

ASA 3 seconds

Completed call rate 100%



Seattle Police Department

Brian Smith

Communications Analyst

610 5th Ave PO Box 34986

Seattle, WA 34986

Phone: (206) 684-8858

Email: brian.smith@seattle.gov

Start Date: March 2015

January 1, 2017 – December 31, 2017

1,510 calls

17,605 minutes

44 languages

ASA 7 seconds

Completed call rate 100%

9-1-1 Prince George County

Charlynn Flaherty, ENP

Public Safety Communications

17321 Melford Boulevard

Bowie, MD 20715

Phone: (301) 352-1485 or 1488

Email: cflaherty@co.pg.md.us

Start Date: October 2010

January 1, 2017 – December 31, 2017

18,180 calls

123,580 minutes

92 languages

ASA 5 seconds

Completed call rate 100%



5.6 Completed Proposal Certification

- **Proposal Certification Form**

Attached please find the Proposal Certification Form.

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: Voiance Language Services, LLC an Arizona limited liability company
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

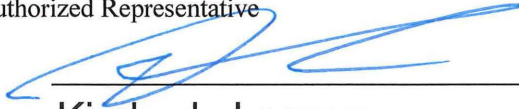
[] Resident Bidder, as defined in ORS 279A.120

[X] Non-Resident Proposer, Resident State Arizona

Oregon Business Registry Number 1041297-96

Contractor's Authorized Representative

Signature:



Date:

May 1, 2018

Name:

Kimberly Leeper

Title:

Secretary

Firm:

Voiance Language Services, LLC

Address:

5780 N. Swan Road

City/State/Zip:

Tucson, Arizona 85718

Phone:

(520) 745-9447

e-mail:

kleeper@voiance.com

Fax:

(520) 745-9022

Contract Manager:

Name

Vicky Tantlinger

Title:

Contract Manager

Phone number:

(520) 745-9447

Email Address:

vtantlinger@voiance.com



VOIANCE[®]
Language Services

A division of CyraCom International, Inc





CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Evergreen Interpreting & Translating Services ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Evergreen Interpreting & Translating Services

Address: 2220 NW Utah Court, Camas, WA 98607

Contractor Contract Administrator: Silvia Guirado

Phone No.: 360-954-5114

Email: evergreeninterpreting@comcast.net

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** 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 by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** 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. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in 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: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) 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 performance. 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.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) 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; (C) 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 (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

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

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

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

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

[Signature Page Follows]

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

Evergreen Interpreting & Translating Services
2220 NW Utah Court
Camas, WA 98607

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Entity Type / State of Formation

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

CONSIDERATION

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
RFP #2017-87 Interpreter Services



REQUEST FOR PROPOSALS #2017-87

FOR

Interpreter Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Abigail Churchill
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 16, 2018

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....April 24, 2018
Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, Churchill@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

3.3. SCOPE OF WORK

3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

Certifications:

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

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

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Section 6 Rate Schedule

Name of Firm/Individual: _____

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: _____

Are you willing to accept long term assignments? _____

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language				
Acholi – <i>Uganda, Sudan</i>				
Afrikaans – <i>South Africa, Namibia</i>				
Akan – <i>Ghana, Ivory Coast</i>				
Akateko – <i>Guatemala</i>				
Albanian – <i>Albania</i>				
Algerian Arabic – <i>Algeria</i>				
Amharic – <i>Ethiopia</i>				
Arabic – <i>Widely Distributed</i>				
Armenian – <i>Armenia</i>				
Ashanti (Asante Twi) – <i>Ghana</i>				
Assyrian – <i>Iraq</i>				
Azerbaijani – <i>Azerbaijan</i>				
Azorean Portuguese – <i>Azores Islands</i>				
Bahnar – <i>Vietnam</i>				
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>				
Bambara – <i>Mali</i>				
Belarusan – <i>Belarus</i>				
Bengali – <i>Bangladesh, India</i>				
Bosnian – <i>Bosnia & Herzegovina</i>				
Brazilian Portuguese – <i>Brazil</i>				
Bulgarian – <i>Bulgaria</i>				
Burmese – <i>Myanmar (former Burma)</i>				
Cambodian (Khmer) – <i>Cambodia</i>				
Cantonese – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) –Cape Verde				
Catalan – Andorra, Spain				
Cebuano – Philippines				
Chaldean – Iraq				
Chamorro – Guam				
Chaozhou (Teochew) – China				
Chin – Myanmar (former Burma)				
Chinese (var. languages/dialects) – China				
Chuukese (Trukese) – Micronesia				
Croatian – Croatia				
Czech – Czech Republic				
Danish – Denmark				
Dari (Afgan Farsi) – Afghanistan				
Dene – Canada				
Dewoin – Liberia				
Dinka – Sudan				
Duala – Cameroon				
Dutch – Netherlands				
Egyptian Arabic – Egypt				
Estonian – Estonia				
Filipino (Tagalog) – Philippines				
Finnish – Finland				
Flemish – Belgium				
French – Africa, Canada, France, Tunisia, et al.				
French Creole – Caribbean				
Fukienese – China				
Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal				
Fuzhou – China				
Ga – Ghana				
Gen (Mina) – Togo, Benin				
German – Germany				
Gokana (Khana) – Nigeria				
Greek – Greece				
Gujarati – India				
Haitian Creole – Haiti				
Haka Burmese – Myanmar (former Burma)				
Hmong – China, Vietnam, Laos				
Hungarian – Hungary				
Hakka – China				

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>				
Ibo (Igbo) – <i>Nigeria</i>				
Ilocano – <i>Philippines</i>				
Hebrew – <i>Israel</i>				
Hindi – <i>India</i>				
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>				
Iraqi Arabic – <i>Iraq</i>				
Italian – <i>Italy</i>				
Japanese – <i>Japan</i>				
Jarai – <i>Vietnam</i>				
Javanese – <i>Indonesia</i>				
Jordanian Arabic – <i>Jordan</i>				
Juba Arabic – <i>Sudan</i>				
Kanjool (Q'anjob'al) – <i>Guatemala</i>				
Kannada – <i>India</i>				
Kapampangan – <i>Philippines</i>				
Karen (Pa'o, S'gaw) – <i>Myanmar (former Burma)</i>				
Kayah – <i>Myanmar (former Burma)</i>				
Khmer (Cambodian) – <i>Cambodia</i>				
Kinyarwanda – <i>Rwanda</i>				
Kirundi – <i>Burundi</i>				
Koho – <i>Vietnam</i>				
Korean – <i>Korea</i>				
Kpele – <i>Guinea, Liberia</i>				
Kurmanji (Northern Kurdish) – <i>Turkey</i>				
Kuwaiti Arabic – <i>Kuwait</i>				
Lao – <i>Laos</i>				
Latvian – <i>Latvia</i>				
Lebanese Arabic – <i>Lebanon</i>				
Lingala – <i>Congo, Republic of the</i>				
Lithuanian – <i>Lithuania</i>				
Luganda – <i>Uganda</i>				
Luo – <i>Kenya</i>				
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>				
Macedonian – <i>Macedonia</i>				
Malay – <i>Malaysia</i>				
Malayalam – <i>India</i>				
Malinke – <i>Senegal</i>				
Mam – <i>Guatemala</i>				
Mandarin – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – <i>Senegal</i>				
Marathi – <i>India</i>				
Marshallese – <i>Marshall Islands</i>				
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>				
Mien – <i>China, Laos, Thailand</i>				
Mina (Gen) – <i>Togo, Benin</i>				
Minangkabau – <i>Indonesia</i>				
Mixteco Alto – <i>Mexico</i>				
Mixteco Bajo – <i>Mexico</i>				
Mnong – <i>Vietnam</i>				
Mongolian – <i>Mongolia</i>				
Moroccan Arabic – <i>Morocco</i>				
Nahuatl – <i>Mexico</i>				
Navajo – <i>U.S.A.(Southwest)</i>				
Nepalese – <i>Nepal, India</i>				
Nuer – <i>Sudan</i>				
Oromo – <i>Ethiopia</i>				
Palestinian Arabic – <i>Israel, Jordan</i>				
Pangasinan – <i>Philippines</i>				
Papiamentu – <i>Netherlands Antilles</i>				
Pashto (Pusho) – <i>Pakistan, Afghanistan</i>				
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>				
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
Russian – <i>Russia</i>				
Samoan – <i>Samoa</i>				
Polish – <i>Poland</i>				
Portuguese – <i>Portugal, Brazil, et al.</i>				
San Miguel – <i>Mexico</i>				
Santa Eulalia – <i>Guatemala</i>				
Saraiki – <i>Pakistan, India</i>				
Serbian – <i>Serbia, Montenegro</i>				
Serbo-Croatian – <i>Balkans</i>				
Shanghainese – <i>China</i>				
Sichuan (Szechuan) – <i>China</i>				
Sinhalese – <i>Sri Lanka</i>				
Slovak – <i>Slovakia</i>				
Somali – <i>Somalia</i>				
Soninke (Serahule) – <i>Mali</i>				
Sorani (Central Kurdish) – <i>Iraq</i>				
Spanish – <i>Spain, Latin America, et al.</i>				

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>				
Susu – <i>Guinea</i>				
Swahili – <i>Kenya, Somalia, Tanzania,</i>				
Swedish – <i>Sweden</i>				
Syrian Arabic – <i>Syria</i>				
Tagalog (Filippino) – <i>Philippines</i>				
Tai Dam – <i>Vietnam</i>				
Taiwanese – <i>Taiwan</i>				
Tamil – <i>India</i>				
Telugu – <i>India</i>				
Teochew (Chaozhou) – <i>China</i>				
Thai – <i>Thailand</i>				
Tibetan – <i>China</i>				
Tigrigna (Tigrinya) – <i>Ethiopia,</i> <i>Eritrea</i>				
Toishanese – <i>China</i>				
Tongan – <i>Tonga</i>				
Trukese (Chuukese) – <i>Micronesia</i>				
Tunisian Arabic – <i>Tunisia</i>				
Turkish – <i>Turkey</i>				
Twi – <i>Ghana</i>				
Tzotzil – <i>Mexico</i>				
Ukrainian – <i>Ukraine</i>				
Urdu – <i>Pakistan, India</i>				
Vietnamese – <i>Vietnam</i>				
Wolof – <i>Senegal</i>				
Xhosa – <i>South Africa</i>				
Yemeni Arabic – <i>Yemen</i>				



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #1
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

End of Addendum #1



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #2
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

Scope of Work

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

End of Addendum #2



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #3
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

End of Addendum #3

**EXHIBIT B
CONTRACTORS RESPONSE**



Proposal to:



REQUEST FOR PROPOSAL (RFP)

RFP # 2017-87

Interpreter Services

May 15th, 2018

Introduction

Evergreen Interpreting Services (EIS) is excited to have the possibility of working with Clackamas county. We pride ourselves in giving superior service that is highly competent, quickly responsive, and personal.

EIS has been operating in the Pacific Northwest since 1995. Over that time, we have developed a reputation among our requestors and clients as a reliable, professional and customer service-oriented business. Among interpreters our agency has a positive reputation for treating interpreters with respect and issuing prompt reimbursement for services. We are privileged to have had people at both the Human Services Council and the Office of Administrative Hearings state that we are their “favorite” and “preferred” interpreting service provider to work with. Knowing this is immensely satisfying to us and compels us to continually improve the way we serve our clients.

We have been operating under the same ownership and senior management throughout our years of operation. Our management is highly experienced in dealing with the intricacies of languages, linguistics, and cross-cultural communication. Our experience with similar or identical contractual requirements as this Clackamas county contract has taught us that straightforward procedures and single layer corporate structures ensure success. As such, we have a streamlined management structure able to respond quickly and effectively to all challenges

EIS is currently servicing numerous contracts throughout the region, providing in-person interpreter services through direct written subcontracts with DSHS authorized, certified and recognized spoken and RID certified sign language interpreters.

STATE OF WASHINGTON

DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)

Office of Language Interpreter Services & Translations

Professional Language Certificate

Ivan Guirado

in
Spanish

HAS SATISFIED DSHS LANGUAGE EXAMINATION REQUIREMENTS,
AND IS THEREBY DESIGNATED AS A CERTIFIED DSHS INTERPRETER



Issue Date: October 31, 1996


Certificate No: 962916

Philo A. Uprich
Director, Administrative Services

Alteration Renders This Certificate Null and Void

DSHS 16-156 (02/03)



Washington State
DEPARTMENT OF
SOCIAL & HEALTH
SERVICES

STATE OF WASHINGTON

DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)

Office of Language Interpreter Services & Translations

Professional Language Certificate

Ivan Guirado
in
Spanish

HAS SATISFIED DSHS LANGUAGE EXAMINATION REQUIREMENTS,
AND IS THEREBY DESIGNATED AS A CERTIFIED MEDICAL INTERPRETER

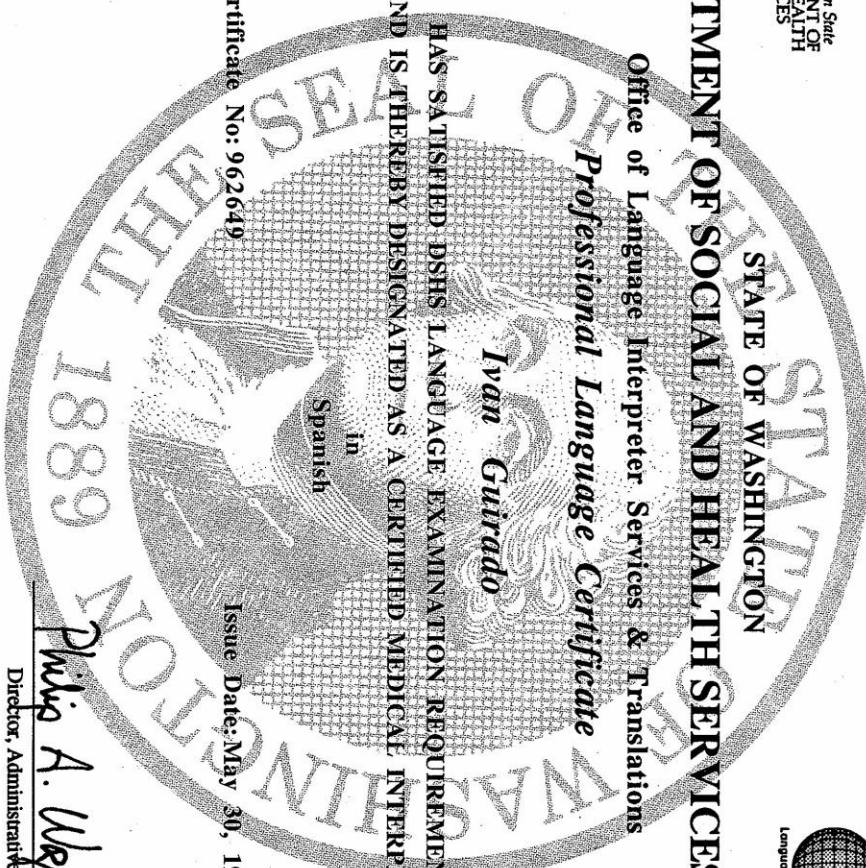
Certificate No: 962649

Issue Date: May 30, 1996


Philip A. Uprnich
Director, Administrative Services

Alteration Renders This Certificate Null and Void

DSHS 16-156 (02/03)



THE SEAL OF THE STATE OF WASHINGTON
1889



LIST
Language Interpreter Services & Translations



State of Washington Supreme Court

*In the Supreme Court of the State of Washington
Know all By These Presents: That*

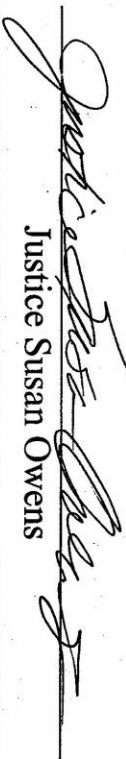
Ivan S. Guirado

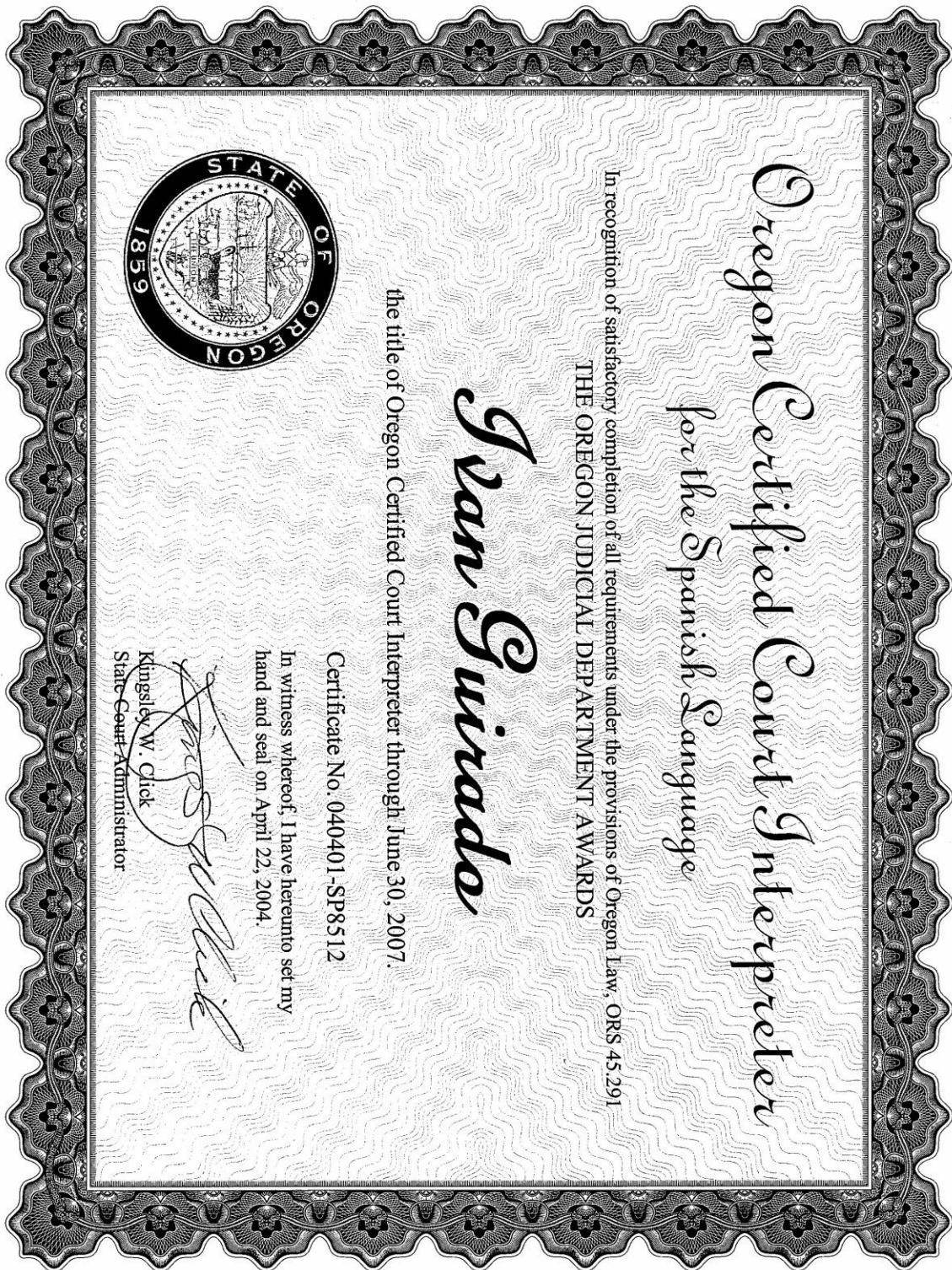
*having successfully completed the court interpreter examination of
the state of Washington, and having shown sufficient knowledge of the
Code of Conduct for Court Interpreters, has been designated by the Court as a*

COURT CERTIFIED INTERPRETER

effective the 15th day of January 2004.

In Testimony Whereof, I here unto set my hand and affix the seal of this court


Justice Susan Owens





STATE OF WASHINGTON
OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES
1110 Capitol Way South, Suite 150 • PO Box 41160 • Olympia, WA 98504-1160
(360) 664-9750 • Toll free 1-866-208-1064 • Fax (360) 586-7079

January 25, 2017

Ivan Guirado
Ivan Guirado
2220 NW Utah Court
Camas, WA 98607

Certification Number: M5M0021469

Dear Ivan Guirado,

Congratulations! The Washington State Office of Minority and Women's Business Enterprises (OMWBE) is pleased to recertify Ivan Guirado as a Minority Business Enterprise for the State program. The certification is based on the following:

Business Description:

Provides medical, social, vocational, and legal interpreting and written translations in over 100 languages including American sign languages and hard-to-find dialects.

North American Industry Classification System (NAICS) Codes:

541930 - Interpretation services, language

The state program requires the firm to be reviewed for recertification every three years from the anniversary date. Your certification anniversary date is May 26, 2019. OMWBE will email notice of the firm's recertification approximately seventy-five (75) days prior to anniversary date. The firm will remain certified pending completion of OMWBE's review. Failure to timely submit the forms may result in the firm being decertified.

The state program requires the firm to notify OMWBE in writing of any changes in its ownership, control, size or activities, and provide supporting documentation describing the change(s). This information must be submitted within thirty (30) days of the change(s) using the forms found on our website: <http://omwbe.wa.gov/certification/>.

If you have any questions or need assistance, please do not hesitate to contact me at (360) 664-9750.

Sincerely,

Ashley Bazarro
Certification Analyst

Mission Statement

As a bridge from one culture to another, we commit ourselves to the highest standards of performance, ethical behavior, and business practices. We safeguard the interests of our clients as our own and keep all client information confidential. We strive to build our solid reputation on the quality and professionalism we offer our clients.

How successful are we at achieving our mission? Judge for yourself. Here's what some of our health care and other clients say:

“Evergreen Interpreting Services is by far the most skilled interpreting agency we have ever worked with over many years in this business. We are always certain that our evaluations or treatment programs will be done professionally and with great accuracy.”

- Chuck Lindley (Administrator-Progressive Rehabilitation Associates)

“The Brain Injury Rehabilitation Center has utilized Evergreen Interpreting Services for the past 9 years almost exclusively. I have found Evergreen interpreters to be extremely professional and highly skilled in providing interpreter services for survivors of traumatic brain injury, an often difficult and sensitive task. The Evergreen interpreters are on time and well organized in managing their appointments and are unfailingly able to help the patients feel comfortable with their assistance. This is without question the best interpreting service I have ever worked with.”

- Dr. Andrew Ellis, Ph.D., Director, BIRC

“Finding a company to fit our needs has been difficult until several years ago when SAIF Corporation, a very large Workers' Compensation Company located in Oregon recommended Evergreen Interpreting Services to us. Our experience from day one has been positive. The Interpreters that have been dispatched to us have been flexible with schedules and have accommodated appointments easily. To us, it is also obvious that the level of expertise and interpretation is of a high and consistent caliber.”

- Vocational Counselor

“Evergreen Interpreting is very friendly and helpful. They go above & beyond to help patients & providers.”

- Hand Therapy Specialists

With Evergreen Interpreting Services there are no hassles; one call does it all. Evergreen Interpreting Services saves me time with my busy schedule by providing me interpreters at short notice.

- **Steven Vess, Attorney at Law**

EIS is committed to providing this same quality and speed of service to Clackamas county departments and special districts.

Letter of Submittal

Bidder Name: Evergreen Interpreter Services (EIS)

Address: 2220 NW Utah Court
Camas, WA 98607

Telephone number: (360) 954-5114

Fax number: (360) 844 6257

E-mail address: evergreeninterpreting@comcast.net

Principal Officer Name: Ivan Guirado

Address: 2220 NW Utah Court
Camas, WA 98607

Telephone number: 360-607-9687

Legal status of the Bidder: sole proprietorship

Year of Organization: 1995

Federal Tax ID/SSN: 87-0793938

Washington UBI number: 601-638-392

Section 5.2 Proposer's General background and qualifications

EIS has experienced staff that monitors our online/web-based system for scheduling needs Sunday through Saturday 24 hours/7 days a week. Once a requester puts in a request in our system our staff will process the request and get an interpreter assigned. We will also hire additional staff that will be trained to handle the volume of requests to provide the best service and coverage of assignments. EIS intends to expand Customer Service staffing if successful in winning this contract.

Our firm is known for being highly responsive (see introduction and references) to accommodate requests via email, telephone, fax and through our online secure scheduling portal 24/7 365 days.

Upon receipt of a Request from a Requestor. EIS will schedule Interpreter Services in conjunction with special requests for the appointment. EIS staff are accustomed to performing this service quickly and competently.

EIS is currently providing in-person interpreter services for Clackamas county and many government agencies , We use court certified interpreters , National medical certified interpreters and recognized spoken and RID certified sign language interpreters throughout the state of Washington and Oregon.

Evergreen Interpreting Services has experience working with Limited English Proficient (LEP) clients in other contracts such as the broker (Human Services Council) that used to administer the contract for medical & social services. EIS also has a current contract (WA DSHS Sign Language/ Transliterater Services # 1248-54877) to provide services for ASL clients.

The deaf/deaf blind communities have very specific needs. The processes that Evergreen Interpreting Services uses are organized to recognize and respond to the unique needs of each client. When determining ASL interpreters, EIS considers (1) the needs and preferences of the consumer; (2) the subject matter/format; and (3) specific knowledge or training of the interpreter. EIS uses best practices when looking at each of these areas to ensure that the most qualified interpreter available is assigned.

1. Needs and Preferences of the Consumer

Because ASL is a unique language, many consumers use specific styles and vocabulary. As a result, they may prefer specific interpreters and/or languages such as Signed Exact English (SEE) or Pidgeon. Some consumers require a certified interpreter while others are comfortable working with qualified interpreters.

2. Subject Matter/Format

Not all interpreters are created equal. Many have additional CEUs that make them well-positioned to interpret more complex subjects. This includes: legal appointments, medical appointments, and advanced academic and/or technical discussions. In some cases, an appointment may require that an interpreter have additional certification. In other situations, the interpreter will need to have prior experience interpreting in a particular area.

In addition to the subject matter being covered, it's also important to understand the **format** of the meeting and what is expected of the interpreter. Since ASL is not a verbal language, there are two forms of communication that may be needed: signing (providing information to the consumer via sign language) and voicing (communicating what is signed by the consumer to those that do not read ASL). Many interpreters are comfortable providing signing communication to a consumer, others are comfortable voicing on behalf of the consumer, and some are comfortable doing both. Similarly, only some interpreters are comfortable using tactile sign (for consumers that are deaf/blind).

3. Specific Knowledge or Training of the Interpreter

Having an in-depth understanding of the capabilities of our many interpreters is essential in matching them to each unique interpreting situation. We keep records of the credentials of our interpreters, and know them personally in order to find the best fit. We gaining a deep understanding of our interpreters by three methods:

- I. All new interpreters complete an assessment with a nationally certified interpreter who can ascertain their skill set and provide recommendations on their skill level and what types of appointments may be appropriate.
- II. EIS solicits feedback from interpreters after each appointment to learn if there were any issues or context that would be helpful when providing services for a consumer in the future.
- III. EIS works with their interpreters to ensure that they have accurate and up to date records of the interpreter's qualifications so that we can take this new information into account as new requests are made.

Evergreen's Matching Approach

To find the best consumer/interpreter match, Evergreen takes the following approach:

- I. EIS asks questions about consumer preferences and needs early in the process.
- II. EIS solicits feedback from consumers on their experiences so that we can provide constructive feedback to the interpreters and retain this information for reference when considering future assignments
- III. Many requesters don't have experience in sourcing ASL resources and may not understand the importance of gathering feedback from a consumer. EIS is in a unique position to educate agencies and their representatives on these issues and to provide advice when needed on how to best serve their Deaf/Deafblind clients.

By taking time to fully understand the needs of the consumers, the subject matter/format, and the skills of our interpreters, Evergreen delivers the level of service every consumer deserves. Our proposal is built on proven success in providing ASL Interpreting in-person. We provide the highest quality of professional and ethical sign language services according to the communication preferences of the Deaf/Deaf Blind
we serve

EIS will process all interpreter services request via our existing web-based/online portal. Email, telephone and faxed requests will be processed at the EIS call center and promptly entered into our online/web-based system.

i. Schedule:

The EIS online/web-based system is currently available to all requestors and has the capacity to allow requestors to input, edit and cancel appointments. The online/web-based system also allows requestors to copy and duplicate requests, select the language, select the type of interpretation needed and request a specific interpreter.

ii. Assign:

EIS will assign all interpreter services request via our existing web-based/online system. Assignments are currently handled by our call center staff. After verifying an appropriate interpreter is available for a request, call center staff manually assign the interpreter in our system. The existing EIS online/web-based system is currently available to all interpreters to allow them to manage and review their assigned appointments.

iii. Manage

EIS is currently managing appointments via direct personal contact with requestors and interpreters. Upon being awarded the contract EIS will supplement the current high level of personal customer service by expanding the existing online/web-based system to allow requestors to obtain and confirm appointment information in a daily summary format and allow requestors to pull real-time reports and data for all required appointment variables and demographic data.

Evergreen interpreting services provides secure access for requestors via our online portal written in the latest technology from Microsoft. Unique user access allows for requestors to create, update, and cancel appointments with ease from a well thought out user interface created for desktop or mobile viewing. Access to jobs is laid out with the ability to filter all requests by date, control number, language, status, and any search criteria you may need to quickly view the job you need. Using intuitive drop-down menus requestors can change the modality of interpretation quickly for each appointment. Requestors can integrate their own systems easily using standard JSON web services to aggregate all data on demand with any system platform they are currently using.

Upon appointment events including any change of status, push notifications can be sent to specific electrical mail correspondents, mobile SMS numbers, or integrated via the backend for on demand synchronization with the requestors systems. All appointment information changes are reflected appropriately on our web portal regarding the status in a simple to read list with easy access to accept or reject appointments. Notes regarding appointments can easily be added, propagating throughout the system for ease of communications within all parties involved. Date and time of appointment is clearly visible, with ability to request additional time in attempt to fill. Appointment information may be downloaded to your calendar application of choice for local viewing of appointment location, times, and clients. Print friendly viewing allows for pertinent information to be organized and printed off for requestors in need of a hard copy of their appointment data.

EIS Current Portal Screen Images

Evergreen Interpreting & Translating Services

Log In

- Sign in ▶ Customer Sign up
- Sign in ▶ Interpreter Sign up
- ▶ Management

To access the full capabilities of evergreeninterpreting.com you must be a registered user. Each authorized user chooses a unique user name and password. Upon log in, users can input, edit and cancel interpreting assignments directly into a secure, HIPAA-compliant data base, 24/7/365. When an appointment gets scheduled into our data base we receive a message identifying who scheduled the appointment and all pertinent appointment details. When the agency accepts and confirms coverage of the appointment, the individual who scheduled the service can verify, so they never have to wonder if the appointment is covered or not. We typically prefer appointments to be scheduled ahead of time but in most instances can accommodate last minute requests. The information you have provided us with will help us better serve your needs by providing you the customer with accurate tracking of services, increased efficiency and accuracy and integrated quality assurance.

Evergreen Interpreting Services
2220 NW Utah Court Camas, WA 98607
Telephone: 360-954-5114
Fax: 360-844-6257

Evergreen Interpreting & Translating Services

management

Username

Password

Log In

Account >> CUSTOMER Status **New** ▾

General Information

Company Name	Test Company	Department	CUSTOMER
First Name	name	Last Name	name
Address	CUSTOMER	Suite / Ap.#	Vancouver, Portland Oregon
City	CUSTOMER	State	CUSTOMER
Zip	98607	Country	CUSTOMER
Phone		Fax	3608446257
Cell Phone		Work Phone	3608446329
Gender	Female ▾	E-mail	Add Email
Date of Birth	4/11/1983	Skype Address	2220 NW Utah Court

Log In Information

Login	customer	Password	
Code word	CUSTOMER	Confirm Password	

Upload Photo: No file chosen

Appointment

Language Needs

Language: ***** Select ***** ▾ Priority: **Normal** ▾

Details (max 500 chars):

Appointment Information

Job Type: **Court** ▾

Client's Name		Client's Phone	
Location Name		DOB	
Address		Gender	Male ▾
City/State/Zip		Requestor's Phone	
Requestor			
Comments (max 500 chars)	<input type="text"/>		

Appointment Schedule

Date: Time Start: Time End: 1/2 hour lunch

Recurring schedule

Date: From: to: Time Start: Time End: 1/2 hour lunch

Mon Tue Wed Thur Fri Sat Sun

Billing Information

Insurance/Agency/Co	<input type="text"/>		
Address	<input type="text"/>		
Claim #	DOI	<input type="text"/>	
Claims Manager	Phone	<input type="text"/>	

Auth #	App Date	Start Time	End Time	Language	Client Name	Interpreter Name	Status	Requesting Agency
View EVRG-56746597893	7/09/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746597676	7/07/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746597455	7/05/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746597234	7/02/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746597015	6/30/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746596794	6/28/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746596574	6/25/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746596353	6/23/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746596125	6/21/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746595901	6/18/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746595679	6/16/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746595460	6/14/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746595240	6/11/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746595020	6/09/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746594802	6/07/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746594580	6/04/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746594358	6/02/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56746594135	5/31/2015	7:00 AM	5:00 PM	Cambodian	Date Range Test		Cancelled	asdf
View EVRG-56756267320	5/30/2015	1:00 PM	8:00 PM	ASL	asdf test 2		Cancelled	asdf
View EVRG-56756313270	5/28/2015	1:00 PM	8:00 PM	Cambodian	asdf		Cancelled	asdf

-
- EIS Private Voucher
 - WA Lnl Voucher
 - Clark Court Voucher
 - Out of Court Services
 - OAH-OR-VOUCHER
 - WCB form
 - DSHS ASL Voucher 17-123a
 - Battle Ground School District Voucher
 - Glossary 15 Construction EN SP
 - Glossary 16 buildings dwellings EN SP
 - Glossary EN SP House parts
 - Glossary 17 basic hand tools EN SP
 - Oregon Workers Compensation Glossary EN SP
 - Oregon Workers Compensation Glossary EN RU
 - Oregon Workers Compensation Glossary EN Vietnamese
 - Environmental quality Glossary EN SP
 - Legal glossary EN SP
 - Legal Glossary SP EN
 - Contacts Glossary SP EN
 - common Latin words Glossary
 - Immigration Glossary SP EN
 - Idioms EN SP
 - Mexicanisms EN SP
 - Glossary SP EN Driving
 - Glossary EN SP Automobile
 - Glossary EN SP feelings emotions
 - Describing features EN SP
 - Glossary EN SP flowers
 - Glossary EN SP texting
 - Useful acronyms EN SP
 - Glossary EN SP Cooking
 - False cognates EN SP

The screenshot shows a web application interface for Evergreen Interpreting & Translating Services. On the left is a navigation menu with options: CUSTOMERS, INTERPRETERS, BY LANGUAGE, LANGUAGE, SPECIALTY, JOB TYPE, PRIORITY, NEWS, RESOURCES, PASSWORD, and PICTURES. The main content area is titled 'INTERPRETERS' and contains a table with columns: Item, Name, Language, Cell Phone, Enabled, and Edit. The table lists 27 interpreters with their respective details.

Item	Name	Language	Cell Phone	Enabled	Edit
1	Abdi, Bule	Somali	503-922-9527	✓	ⓧ
2	ABDULKADIR, AYAN ABDULAH	Swahili	503-739-4603	✓	ⓧ
3	Aburto, Valeria	Spanish	360-608-2406	✓	ⓧ
4	Acostagratei, Courtney	Spanish	303-735-5476	✓	ⓧ
5	Aden, Mohamed	Somali	971-267-4821	✓	ⓧ
6	Afin, Salma	Bengali	971-344-8342	✓	ⓧ
7	Agapao, Jocelyn	Filipino	5039262891	✓	ⓧ
8	Aguirre, Jonathan	Spanish	612-386-6834	✓	ⓧ
9	Aguirre, Raul	Spanish	9158759361	✓	ⓧ
10	Ahmed, Bile	Somali	5036476900	✓	ⓧ
11	ajami, Masoumah	Farsi		✓	ⓧ
12	Al Musawi, Raghad	Arabic	503-803-0871	✓	ⓧ
13	aleksanyan, tamara	Armenian	3607718410	✓	ⓧ
14	Alexeev, Boris	Russian	503-200-4449	✓	ⓧ
15	Alcoa, Shannon	ASL	619-994-7792	✓	ⓧ
16	Alii, Lowell	Marshallese	(971) 719-7975	✓	ⓧ
17	Alsayadi, Juan	Arabic	515-7701557	✓	ⓧ
18	Alvarado, Angela	Spanish	360-286-7957	✓	ⓧ
19	Alvarez, Armuffo	Spanish	5037527604	✓	ⓧ
20	Andersin, Julia	Russian	360-772-5066	✓	ⓧ
21	Andrejev, Denis	Russian	360-521-0283	✓	ⓧ
22	Anklam, Minh	Vietnamese	360-719-9561	✓	ⓧ
23	Arevato, Isabella	Spanish	503-914-9440	✓	ⓧ
24	Armendarez, Haribel	Spanish	830-798-4098	✓	ⓧ
25	Arnaudou, Tanya	English	503-551-1191	✓	ⓧ
26	Arredondo, Jorge	Spanish	360-957-3682	✓	ⓧ
27	Arreola, Gabriela	Spanish	360-721-0727	✓	ⓧ

The screenshot shows the 'INFORMATION' section of the web application, specifically the 'Making a Request' page. It contains a list of instructions for customers on how to request services.

>> Making a Request

We want your experience to be as effortless and as seamless as possible. Prior to requesting services, please make sure you are familiar with our policies, current rates and cancellation information. To inquire about this information please call 360 954 5114. When requesting services please provide the following information:

- Time date and location of the assignment
- Client's name and phone number
- Nature of the assignment (Legal, Medical, Vocational, etc.)
- Name and address of the insurance/agency or person responsible for payment.
- Workers' Compensation appointment; Please include claim number and DOI (date of injury)
- We can bill insurance companies directly.
- After the initial request customers can expect to receive our rate sheet for their review before we can proceed. Also if you prefer we can call you on the phone and give you this information.
- All existing customer requests will be processed promptly and we will contact you if any additional information is needed.
- Once you place a request, here is what you can expect.
- Confirmation of receipt of request
- We'll begin working on your request right away
- Name of the interpreter
- Once logged in you can check the status of your service request, change it, or cancel the request.
- In order to best meet your interpreting services requirements, we recommend the request be submitted at least one day prior to the appointment. We will do our best to accommodate last minute requests.
- Please be assured that all information is kept strictly confidential and we will begin to process your request immediately.
- By submitting this request you are accepting the terms and conditions set forth in our policy.

List of Contracts:

- Washington State Department of Enterprise Services Contract # 03514
 - DCBS Department of consumer and business services
 - WA DSHS Sign Language/ Transliterater Services # 1248-54877
 - DHS Oregon Department of Human Services
 - Peace Health Medical Centers
 - Southwest Washington Regional Surgery Center
 - Sea Mar Clinics
 - AADSW Area Agency on Aging and Disability of SW WA
 - Vancouver Oral Surgery Group
 - Allergy & Asthma of SW Washington
 - Ankle and Foot Clinic
 - Hand and Microsurgery Associates
 - Hand Therapy Associates
 - Therapeutic Associates
 - ENT office.org
 - Kindered Home Health
 - Hudson's Bay Medical Group
 - NW Eye Care Associates
 - Medical Consultants Network
 - BIRC Brain Injury Rehabilitation Associates
 - Concentra Urgent Care Clinics
 - Rebound Orthopedics & Neurosurgery
 - PRA Progressive Rehabilitation Associates
 - Columbia River Mental Health
 - InAct Volunteers of America
 - Pro Active Physical Therapy
 - Michele Thompson MD Dermatologist
 - OSHA Oregon Occupational Safety and Health Division
 - HAP Housing Authority of Portland
 - Portland public schools
 - OAH WA Office of Administrative Hearing
 - Oregon Workers Compensation Board
-

- ABA American Bar Association
- Battle Ground School District
- Camas School District
- Clark County Public Health
- Clark County Courts
- Catholic community services of Western Washington
- Clackamas Justice Court
- Cowlitz County Superior Court
- Cowlitz County District court
- Cowlitz County Juvenile
- Cowlitz tribe vocational/rehabilitation program
- DOC Department of Corrections
- Great Northern and Strategic Consulting
- Rehab without walls
- Lutheran Immigration and Refugee services

Section 5.3 Response Timeframes

EIS is well known for its rapid response to all requests. We will accept last minute requests. The preferred method is to schedule appointments at least 1 day in advance,

See attached fee schedule for languages.

Section 5.4 Fees Schedule

We can provide all spoken languages on rate sheet for the amount listed (\$140.00) which is based on a 2-hour minimum (\$70/hour) for in person. Telephonic \$120.00 which is based on 2-hour minimum (\$60/hour). After 2 hours it is based at the hourly rate.

Written translations rate is \$0.20 per word with a \$50 minimum.

See Rate Sheets below:

Section 6

Name of Firm/Individual: Evergreen Interpreting Services

Certification(s): Medical Legal General American Sign Language

Hours of availability: 24/7 365 days

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Written Translation Transcription
American Sign Language <i>\$90/hr 2hr min</i>	\$180	\$160	\$180	
Acholi – Uganda, Sudan	\$140	\$120	\$120	\$0.20 per word <i>→ \$50 minimum</i>
Afrikaans – South Africa, Namibia				
Akan – Ghana, Ivory Coast				
Akateko – Guatemala				
Albanian – Albania				
Algerian Arabic – Algeria				
Amharic – Ethiopia				
Arabic – Widely Distributed				
Armenian – Armenia				
Ashanti (Asante Twi) – Ghana				
Assyrian – Iraq				
Azerbaijani – Azerbaijan				
Azorean Portuguese – Azores Islands				
Bahnar – Vietnam				
Bahasa Indonesia (Indonesian) – Indonesia				
Bambara – Mali				
Belarusan – Belarus				
Bengali – Bangladesh, India				
Bosnian – Bosnia & Herzegovina				
Brazilian Portuguese – Brazil				
Bulgarian – Bulgaria				
Burmese – Myanmar (former Burma)				
Cambodian (Khmer) – Cambodia				
Cantonese – China				
Cape Verdean (Portuguese Creole) – Cape Verde				
Catalan – Andorra, Spain				
Cebuano – Philippines				
Chaldean – Iraq				
Chamorro – Guam				
Chaozhou (Teochew) – China				

Rate Based on 2 hour minimum reflected in Quote.

Language	In person	Telephonic	Video	Written Transcription
Chin - Myanmar (former Burma)	\$140	\$120	\$120	\$0.20 per word
Chinese (var. languages/dialects) - China				
Chuukese (Trukese) - Micronesia				
Croatian - Croatia				
Czech - Czech Republic				
Danish - Denmark				
Dari (Afgan Farsi) - Afghanistan				
Dene - Canada				
Dewoin - Liberia				
Dinka - Sudan				
Duala - Cameroon				
Dutch - Netherlands				
Egyptian Arabic - Egypt				
Estonian - Estonia				
Filipino (Tagalog) - Philippines				
Finnish - Finland				
Flemish - Belgium				
French - Africa, Canada, France, Tunisia, et al.				
French Creole - Caribbean				
Fukienese - China				
Fulani (Fulfulde, Fula) - Cameroon, Niger, Nigeria, Senegal				
Fuzhou - China				
Ga - Ghana				
Gen (Mina) - Togo, Benin				
German - Germany				
Gokana (Khana) - Nigeria				
Greek - Greece				
Gujarati - India				
Haitian Creole - Haiti				
Haka Burmese - Myanmar (former Burma)				
Hmong - China, Vietnam, Laos				
Hungarian - Hungary				
Hakka - China				
Hausa - Niger, Nigeria				
Ibo (Igbo) - Nigeria				
Ilocano - Philippines				
Hebrew - Israel				
Hindi - India				
Indonesian (Bahasa Indonesia) - Indonesia				
Iraqi Arabic - Iraq				
Italian - Italy				
Japanese - Japan				
Jarai - Vietnam				

translation \$50 min.

Rate Based on 2 hour minimum Reflected in Quote

Language	In person	Telephonic	Video	Written Translation Transcription
Javanese – Indonesia	\$140	\$120	\$120	\$0.20 per word
Jordanian Arabic – Jordan				
Juba Arabic – Sudan				
Kanjobal (Q’anjob’al) – Guatemala				
Kannada – India				
Kapampangan – Philippines				
Karen (Pa’o, S’gaw) – Myanmar (former Burma)				
Kayah – Myanmar (former Burma)				
Khmer (Cambodian) – Cambodia				
Kinyarwanda – Rwanda				
Kirundi – Burundi				
Koho – Vietnam				
Korean – Korea				
Kpele – Guinea, Liberia				
Kurmanji (Northern Kurdish) – Turkey				
Kuawaiti Arabic – Kuwait				
Lao – Laos				
Latvian – Latvia				
Lebanese Arabic – Lebanon				
Lingala – Congo, Republic of the				
Lithuanian – Lithuania				
Luganda – Uganda				
Luo – Kenya				
Maay (Af Maay, Rahanween, Bantu) – Somalia				
Macedonian – Macedonia				
Malay – Malaysia				
Malayalam – India				
Malinke – Senegal				
Mam – Guatemala				
Mandarin – China				
Mandinka (Mandingo) – Senegal				
Marathi – India				
Marshallese – Marshall Islands				
Mayan [Akateko, Kanjobal] – Guatemala, Mexico				
Mien – China, Laos, Thailand				
Mina (Gen) – Togo, Benin				
Minangkabau – Indonesia				
Mixteco Alto – Mexico				
Mixteco Bajo – Mexico				
Mnong – Vietnam				
Mongolian – Mongolia				
Moroccan Arabic – Morocco				
Nahuatl – Mexico	✓	✓	✓	✓
Navajo – U.S.A. (Southwest)	✓	✓	✓	✓

Written Translation Transcription \$50 min.

Rate Based on 2 hour minimum reflected in Quote

Language	In person	Telephonic	Video	Written Translation Transcription
Nepalese – Nepal, India	\$140	\$120	\$120	\$0.20 per word
Nuer – Sudan				
Oromo – Ethiopia				
Palestinian Arabic – Israel, Jordan				
Pangasinan – Philippines				
Papiamento – Netherlands Antilles				
Pashto (Pushto) – Pakistan, Afghanistan				
Portuguese Creole (Cape Verdean) – Cape Verde				
Persian (Farsi) – Afghanistan, Iran, Iraq, Pakistan				
Russian – Russia				
Samoan – Samoa				
Polish – Poland				
Portuguese – Portugal, Brazil, et al.				
San Miguel – Mexico				
Santa Eulalia – Guatemala				
Saraiki – Pakistan, India				
Serbian – Serbia, Montenegro				
Serbo-Croatian – Balkans				
Shanghainese – China				
Sichuan (Szechuan) – China				
Sinhalese – Sri Lanka				
Slovak – Slovakia				
Somali – Somalia				
Soninke (Serahule) – Mali				
Sorani (Central Kurdish) – Iraq				
Spanish – Spain, Latin America, et al.				
Sudanese Arabic – Sudan				
Susu – Guinea				
Swahili – Kenya, Somalia, Tanzania,				
Swedish – Sweden				
Syrian Arabic – Syria				
Tagalog (Filippino) – Philippines				
Tai Dam – Vietnam				
Taiwanese – Taiwan				
Tamil – India				
Telugu – India				
Teochew (Chaozhou) – China				
Thai – Thailand				
Tibetan – China				
Tigrigna (Tigrinya) – Ethiopia,				
Eritrea				
Toishanese – China				
Tongan – Tonga				
Trukese (Chuukese) – Micronesia				

Written Translation
Transcription
\$50 min.

Rate Based on 2 hour minimum reflected in Quote

<i>Language</i>	<i>In person</i>	<i>Telephonic</i>	<i>Video</i>	<i>Written Transcription</i>	<i>translation</i>
Tunisian Arabic – Tunisia	\$140	\$120	\$120	\$0.20 per word	\$50 min.
Turkish – Turkey					
Twi – Ghana					
Tzotzil – Mexico					
Ukrainian – Ukraine					
Urdu – Pakistan, India					
Vietnamese – Vietnam					
Wolof – Senegal					
Xhosa – South Africa					
Yemeni Arabic – Yemen					

Rate Based on 2 hour minimum
Reflected in Quote

Section 5.5 References

Progressive Rehabilitation Associates (PRA)

Dr. Greg Smith Executive Director

1815 S.W. Marlow, Suite 110, Portland, Oregon 97225

406 SE 131st Avenue, Suite 303, Vancouver, Washington 98683

(800) 320-0681

(503) 292-5208 (fax)

greg@progrehab.com

Since 1995 EIS has been providing interpreting services in many languages including ASL for clients who suffer from chronic pain as well as clients who receive outpatient PT, OT, Biofeedback, counseling with psychologists and much more.

Washington OAH

Renee Harris Interpreter Coordinator

600 University Street Suite 1500

Seattle, WA 98101-3126

253 302 4661

206 587 5135 Fax

renee.harris@oah.wa.gov

To whom it may concern,

As an interpreter coordinator for The Office of Administrative Hearings, I have had the distinct pleasure of working with Evergreen Interpreting Services for the past eight (8) years. Monthly, I receive approximately one hundred (100) hearing request for non-English speaking clients. Some of the requested languages are very rare. None of our other vendors provide prompt and efficient services as Evergreen Interpreter Services. I have always been able to rely on Evergreen Interpreting Services for their performance, professional aptitude, and the utmost integrity.

Should you have any questions that I may can answer, please do not hesitate to contact me @ (253) 988-5173- if no answer, please leave a message.

Respectfully,
Renee Harris

Monte Constable Administrator

DSHS Columbia River CSO

800 NE 136th Ave # 110

Vancouver, WA 98684

360 397 0002

866 684 6635 Fax

Evergreen Interpreting Services has provided LEP and ASL social services interpreting for more than 15 years

Lead Staff References

Andrea Hiscocks WCB interpreters service coordinator
Workers' Compensation Board
2601 25th St Suite 150
Salem, OR 97302-1280
503 378 3308 / 1 877 311 8061 Fax
interpreterinfowcb@oregon.gov

Andrea can attest to the quality services provided for more than 18 years.

Dr. Andrew Ellis Director of Rehabilitation Services
Brain Injury Rehabilitation Clinic (BIRC)
1815 SW Marlow St. Suite 110
Portland, OR 97220
503 292 0765 / 503 292 5208 Fax

Providing interpreter services in many languages including ASL and hard to find dialects since 2005 for clients that have suffer a TBI (traumatic brain injury)

OMWBE Certification

Conclusion

Every leader and employee at Evergreen Interpreting Services is excited about the opportunity to partner with Clackamas county to provide improved services to the diverse multilingual population of our great state. We see a bright future of personal

service that is both prompt and competent. Our aim is to provide high value to the taxpayers while also giving high level service to the consumers of our services. With our long history of Washington clients who are delighted with the timely quality of our service, we feel we offer sufficient proof that selecting EIS will be a wise choice for Clackamas county. At some future date we are confident that you will be able to say, "We are so happy we selected Evergreen for this contract." Thank you for the opportunity.

Section 5.6 Completed Proposal Certifications (see below)

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

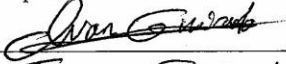
Submitted by: Evergreen Interpreting Services
 (Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State Washington
 Oregon Business Registry Number _____
WA UBI number 601 638-392 ETIN 87-0793438
 Contractor's Authorized Representative
 Signature:  Date: 05-15-18
 Name: Ivar Guizado Title: Owner
 Firm: Evergreen Interpreting Services
 Address: 2220 NW Utah Ct
 City/State/Zip: Camas, WA 98607 Phone: 360 954-5114
 e-mail: evergreeninterpreting@comcast.net Fax: 360 844-6257

Contract Manager:
 Name Silvia Guizado Title: Office Manager
 Phone number: 360 844-5329
 Email Address: evergreeninterpreting@comcast.net



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Oregon Certified Interpreter's Network, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Oregon Certified Interpreter's Network, Inc.
Address: 680 NW Altishin Place, Beaverton, OR 97006
Contractor Contract Administrator: Carlos Munoz
Phone No.: 503-840-7433
Email: carlos@oregoncertified.com
MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** 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 by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** 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. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in 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: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) 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 performance. 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.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) 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; (C) 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 (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

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

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

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

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

[Signature Page Follows]

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

Oregon Certified Interpreter's Network, Inc.
680 NW Altishin Place
Beaverton, OR 97006

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Entity Type / State of Formation

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

CONSIDERATION

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
RFP #2017-87 Interpreter Services



REQUEST FOR PROPOSALS #2017-87

FOR

Interpreter Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Abigail Churchill
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 16, 2018

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....April 24, 2018

Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, Churchill@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

3.3. SCOPE OF WORK

3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

Certifications:

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

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

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Section 6 Rate Schedule

Name of Firm/Individual: _____

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: _____

Are you willing to accept long term assignments? _____

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language				
Acholi – <i>Uganda, Sudan</i>				
Afrikaans – <i>South Africa, Namibia</i>				
Akan – <i>Ghana, Ivory Coast</i>				
Akateko – <i>Guatemala</i>				
Albanian – <i>Albania</i>				
Algerian Arabic – <i>Algeria</i>				
Amharic – <i>Ethiopia</i>				
Arabic – <i>Widely Distributed</i>				
Armenian – <i>Armenia</i>				
Ashanti (Asante Twi) – <i>Ghana</i>				
Assyrian – <i>Iraq</i>				
Azerbaijani – <i>Azerbaijan</i>				
Azorean Portuguese – <i>Azores Islands</i>				
Bahnar – <i>Vietnam</i>				
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>				
Bambara – <i>Mali</i>				
Belarusan – <i>Belarus</i>				
Bengali – <i>Bangladesh, India</i>				
Bosnian – <i>Bosnia & Herzegovina</i>				
Brazilian Portuguese – <i>Brazil</i>				
Bulgarian – <i>Bulgaria</i>				
Burmese – <i>Myanmar (former Burma)</i>				
Cambodian (Khmer) – <i>Cambodia</i>				
Cantonese – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) –Cape Verde				
Catalan – Andorra, Spain				
Cebuano – Philippines				
Chaldean – Iraq				
Chamorro – Guam				
Chaozhou (Teochew) – China				
Chin – Myanmar (former Burma)				
Chinese (var. languages/dialects) – China				
Chuukese (Trukese) – Micronesia				
Croatian – Croatia				
Czech – Czech Republic				
Danish – Denmark				
Dari (Afgan Farsi) – Afghanistan				
Dene – Canada				
Dewoin – Liberia				
Dinka – Sudan				
Duala – Cameroon				
Dutch – Netherlands				
Egyptian Arabic – Egypt				
Estonian – Estonia				
Filipino (Tagalog) – Philippines				
Finnish – Finland				
Flemish – Belgium				
French – Africa, Canada, France, Tunisia, et al.				
French Creole – Caribbean				
Fukienese – China				
Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal				
Fuzhou – China				
Ga – Ghana				
Gen (Mina) – Togo, Benin				
German – Germany				
Gokana (Khana) – Nigeria				
Greek – Greece				
Gujarati – India				
Haitian Creole – Haiti				
Haka Burmese – Myanmar (former Burma)				
Hmong – China, Vietnam, Laos				
Hungarian – Hungary				
Hakka – China				

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>				
Ibo (Igbo) – <i>Nigeria</i>				
Ilocano – <i>Philippines</i>				
Hebrew – <i>Israel</i>				
Hindi – <i>India</i>				
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>				
Iraqi Arabic – <i>Iraq</i>				
Italian – <i>Italy</i>				
Japanese – <i>Japan</i>				
Jarai – <i>Vietnam</i>				
Javanese – <i>Indonesia</i>				
Jordanian Arabic – <i>Jordan</i>				
Juba Arabic – <i>Sudan</i>				
Kanjool (Q'anjob'al) – <i>Guatemala</i>				
Kannada – <i>India</i>				
Kapampangan – <i>Philippines</i>				
Karen (Pa'o, S'gaw) – <i>Myanmar (former Burma)</i>				
Kayah – <i>Myanmar (former Burma)</i>				
Khmer (Cambodian) – <i>Cambodia</i>				
Kinyarwanda – <i>Rwanda</i>				
Kirundi – <i>Burundi</i>				
Koho – <i>Vietnam</i>				
Korean – <i>Korea</i>				
Kpele – <i>Guinea, Liberia</i>				
Kurmanji (Northern Kurdish) – <i>Turkey</i>				
Kuwaiti Arabic – <i>Kuwait</i>				
Lao – <i>Laos</i>				
Latvian – <i>Latvia</i>				
Lebanese Arabic – <i>Lebanon</i>				
Lingala – <i>Congo, Republic of the</i>				
Lithuanian – <i>Lithuania</i>				
Luganda – <i>Uganda</i>				
Luo – <i>Kenya</i>				
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>				
Macedonian – <i>Macedonia</i>				
Malay – <i>Malaysia</i>				
Malayalam – <i>India</i>				
Malinke – <i>Senegal</i>				
Mam – <i>Guatemala</i>				
Mandarin – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – <i>Senegal</i>				
Marathi – <i>India</i>				
Marshallese – <i>Marshall Islands</i>				
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>				
Mien – <i>China, Laos, Thailand</i>				
Mina (Gen) – <i>Togo, Benin</i>				
Minangkabau – <i>Indonesia</i>				
Mixteco Alto – <i>Mexico</i>				
Mixteco Bajo – <i>Mexico</i>				
Mnong – <i>Vietnam</i>				
Mongolian – <i>Mongolia</i>				
Moroccan Arabic – <i>Morocco</i>				
Nahuatl – <i>Mexico</i>				
Navajo – <i>U.S.A.(Southwest)</i>				
Nepalese – <i>Nepal, India</i>				
Nuer – <i>Sudan</i>				
Oromo – <i>Ethiopia</i>				
Palestinian Arabic – <i>Israel, Jordan</i>				
Pangasinan – <i>Philippines</i>				
Papiamentu – <i>Netherlands Antilles</i>				
Pashto (Pusho) – <i>Pakistan, Afghanistan</i>				
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>				
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
Russian – <i>Russia</i>				
Samoan – <i>Samoa</i>				
Polish – <i>Poland</i>				
Portuguese – <i>Portugal, Brazil, et al.</i>				
San Miguel – <i>Mexico</i>				
Santa Eulalia – <i>Guatemala</i>				
Saraiki – <i>Pakistan, India</i>				
Serbian – <i>Serbia, Montenegro</i>				
Serbo-Croatian – <i>Balkans</i>				
Shanghainese – <i>China</i>				
Sichuan (Szechuan) – <i>China</i>				
Sinhalese – <i>Sri Lanka</i>				
Slovak – <i>Slovakia</i>				
Somali – <i>Somalia</i>				
Soninke (Serahule) – <i>Mali</i>				
Sorani (Central Kurdish) – <i>Iraq</i>				
Spanish – <i>Spain, Latin America, et al.</i>				

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>				
Susu – <i>Guinea</i>				
Swahili – <i>Kenya, Somalia, Tanzania,</i>				
Swedish – <i>Sweden</i>				
Syrian Arabic – <i>Syria</i>				
Tagalog (Filippino) – <i>Philippines</i>				
Tai Dam – <i>Vietnam</i>				
Taiwanese – <i>Taiwan</i>				
Tamil – <i>India</i>				
Telugu – <i>India</i>				
Teochew (Chaozhou) – <i>China</i>				
Thai – <i>Thailand</i>				
Tibetan – <i>China</i>				
Tigrigna (Tigrinya) – <i>Ethiopia,</i>				
<i>Eritrea</i>				
Toishanese – <i>China</i>				
Tongan – <i>Tonga</i>				
Trukese (Chuukese) – <i>Micronesia</i>				
Tunisian Arabic – <i>Tunisia</i>				
Turkish – <i>Turkey</i>				
Twi – <i>Ghana</i>				
Tzotzil – <i>Mexico</i>				
Ukrainian – <i>Ukraine</i>				
Urdu – <i>Pakistan, India</i>				
Vietnamese – <i>Vietnam</i>				
Wolof – <i>Senegal</i>				
Xhosa – <i>South Africa</i>				
Yemeni Arabic – <i>Yemen</i>				



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #1
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

End of Addendum #1



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #2
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

Scope of Work

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

End of Addendum #2



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #3
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

End of Addendum #3

**EXHIBIT B
CONTRACTORS RESPONSE**

RFP #2017-87-Interpreter Services

Oregon Certified Interpreter's Network Inc.
680 NW Altishin Pl.
Beaverton OR 97006

Qualifications 2



OCIN

Proposed Key Staff and Staff Experience; Staff Capacity	3
Customer Service.....	4
Quality Control.....	6
Added Value.....	7
References.....	9

Qualifications

Oregon Certified Interpreter’s Network was established as its own entity in 2007 after encountering an immense need in providing professional Interpreter and Translation services



statewide in different venues requiring Court Certification, implemented in 1996. This was the only Certification available in Oregon for almost 14 years, until the Certification for Healthcare Interpreters gained popularity in Oregon in the past 4 years. OCIN has been Networking with the most experienced Court and Healthcare Certified and Qualified Interpreters and Translators in almost all available languages in Oregon statewide. Having said that, it is important to advise you that our Interpreters work in different venues, not only for the Courts or Healthcare related matters; they are experienced in every workable venue available.

OCIN Started operations in 2007 working with privately retained attorneys, Court Appointed attorneys as contractors (Public Defense Service Commission) in criminal Court and Juvenile Court and in the Healthcare field having performed in psychological evaluations, psycho-sexual Evaluations for independent medical providers (**Examworks, MCN, Impartial Medical Opinions**) and insurance companies (**Geico, Travelers, Farmers Insurance**). These venues have ultimately awarded OCIN and our interpreters with excellent hands on working experience, enabling us to work proficiently at the **Oregon State Hospital** from 2009 to today, in 2011 we had the pleasure of being granted a contract with **Willamette Education Service District** which has given us a unique experience in the educational field. In the same year OCIN started working with the **Office of Administrative Hearings**, being involve in cases that range from DMV issues, Child-support, OLCC to unemployment cases. OCIN has been contracted with SAIF since 2015. OCIN has been chosen as one of the contractors for **DCBS-OSHA-Occupational Safety** in 2015. The two most recent contracts acquired by OCIN have come from the **Marion County Health Department**, and from **the Department of Human Services**. This latest one, has increased OCIN's network and scope of work rapidly throughout the state.

Proposed Key Staff and Staff Experience; Staff Capacity

One of the key persons assigned to this project is Key to our service. OCIN's Coordinator and founder, Oscar Nunez, a Court Certified and Conference Interpreter, who possess a complete understanding of what the service requires in every sense. Over the past seven years OCIN has proven to have the leadership skills to run a successful company with low overhead costs and makes sure that individuals and their representatives have the best understanding possible through any proceedings.

We are dependable due to our customer friendly request systems, as well as requiring our interpreters to be on time, in the correct place, ready to interpret, and armed with more than sufficient skills for the task assigned. OCIN has been HIPAA compliant since 2007 when it was founded. Also as important is that we require our interpreters to abide by our Code of Ethics, the Code of Professional Responsibility for Interpreters in the Oregon Courts, and all of the regulations, laws, and established guidelines included (but not limited to) in Section 3.3 of this RFA.



Our supporting Key personnel is formed by an excellent team of 3 schedulers who themselves are experienced Interpreters with years of experience in the Interpreting world, this allows us to fully understand our clients' and our Interpreters' needs.

Our team is formed by Alejandra Johnson (Court Certified Interpreter), Carlos Nunez (Qualified Healthcare Interpreter), Ben Nunez (Qualified Healthcare Interpreter & ATA Translator).

Customer Service

With our already in place system, requests can be done online thru a secure website, which will send the assignment to our calendar, advise us via an email alert that a request has been sent, and finally the requestor will receive a confirmation email of their request. This has been helpful to our clients because it is customer friendly and every party involved will have a paper trail. The request method can be adjusted depending on the Requesting Agency's protocol and needs. Every request will be confirmed by email by OCIN's staff.

When this has been set, our Scheduling Team will locate the required Interpreter and schedule the interpreter for the specific assignment, additionally, the scheduling staff will be in contact with the Interpreter 7 days prior, 2 days prior, and 24 hours prior to the assignment as a precautionary reminder.

Over the past several years we have found that the reminder system gives OCIN enough time to find another interpreter in case that there was a reason the interpreter could not attend the assignment. The Interpreters within our network are Interpreters who have been in the Interpreting industry for a number of years and do not plan on leaving. Many Interpreters are recycled through the profession, but we have been able to network with the professionals who have been and will keep interpreting for years. This is beneficial to our clients because our Interpreters have vast experience in the field.

OCIN's online scheduling process allows the user to request an interpreter at any time. Our on-call Scheduling Staff is always linked to the system (which provides an alert) enabling our staff to be able to contact the required interpreter within the network. At present we have more than 150 working Interpreters in a database of 750 in almost every language spoken in Oregon. We also access Interpreters from other states when the situation dictates the need or the required language is not available in Oregon.

We always prefer as much advance notice as possible for requests, although the reality of our field is quite different. We are very used to last minute requests for difficult to find languages. Filling these requests is what makes us shine.

Locations and availability of the proposer's field staff



OCIN has been working with local Oregon Court Reporters since 2007. Thanks to OCIN's reputation, we have been awarded 2 contracts with National Court Reporting agencies. These Court Reporters schedule Interpreters through OCIN all throughout Oregon including, but not limited to Bend, Eugene, Medford, Portland, Pendleton, and Salem. In several occasions OCIN has scheduled Interpreters in Seattle and San Francisco.

OCIN's Network has benefited from working with the Oregon State Hospital for the past 6 years. The main hospitals are located in Salem and Junction City and up to this year a Portland facility was open as well. For these facilities OCIN has provided Interpreters in numerous languages to facilitate care. Interpreters attend to the patients' and staffs' needs daily, providing services in classes, medical, and psychological appointments as needed.

OCIN provides Interpreters for the Forensic Evaluations taking place at the facilities mentioned above as well as in Jails all across the State. For this type of evaluations the Interpreters need to be Court Certified or Court Qualified (for the non-certifiable languages), and preferably local. OCIN's network usually is already equipped to handle these requests. In case we don't already work with a certain language in a certain place, our schedulers are always able to secure new Interpreters for the situation.

OCIN has been working with the Office of Administrative Hearings since 2011. These hearings range from DMV issues, Child-support, OLCC, to unemployment cases. Most of the hearings are done over the phone with Certified Interpreters, but there is a large number of Onsite hearings taking place in Portland, Salem, Tillamook, Seaside, North Bend, Medford, Bend, Pendleton, The Dalles, and Coos Bay. Being able to provide Certified Interpreters & Qualified Interpreters has made OCIN able to distinguish itself from other providers. Once again providing Interpreters for these assignments on a regular basis has increased OCIN's service resources and network.

OCIN has worked closely with insurance companies such as Geico, StateFarm, SAIF, among others. OCIN's Interpreters are used to being part of an interview process between claim adjusters and claimants. As well having worked with ExamWorks since 2007 has given OCIN's Interpreters the expertise of a one on one interpretation in an interview setting. Their Oregon offices schedules exams for Portland, Salem, Eugene, Baker city, Corvallis, Medford, Bend, The Dalles, Pendleton, and Anchorage-Alaska.

Since the Healthcare Certification for Interpreters was introduced to Oregon, OCIN has built a relationship with every Certified and Qualified Interpreter. These Interpreters have been able to aide patients during medical appointments in different location including Providence clinics, Legacy, the Oregon Medical Group, Columbia Care, among others. OCIN's Network of Healthcare Certified Interpreters is growing rapidly from Clatsop County all the way across to Malheur County. OCIN is able to reach and secure these Interpreters to meet our clients' requests.

In order to keep costs down for our customers and our Interpreters we try to schedule local Interpreters for each assignment. This cuts down on the traveling expenses that a client may incur.



Only when it is unavoidable OCIN will have to request an Interpreter from out of town to travel to the appointment, with the client's previous authorization.

Fiscal Stability

In order to be fiscally responsible OCIN takes a very conservative approach on maintaining its working capital at appropriate levels. OCIN's policy has been to have sufficient working capital to avoid having to take short term debt for its operations and thus avoiding additional costs. Working capital is conservatively and carefully managed to maintain a balance between possible incomes from receivables.

OCIN looks at the liabilities that will arise from interpreter/translator services and then the forecast of cash influx from the accounts receivable, if there is a need from cash then partners deposit funds to ensure there is no negative cash flow.

Accounts receivable or invoicing process

OCIN uses different methods depending on our clients' needs. We have clients that require daily invoicing, others weekly or monthly. Each invoice is designed to fit our client's needs regarding the information from the assignment and any additional information they may require.

Quality Control

Process used to verify language proficiency skills for Conversational Interpreters;

Interpreters at this level are required to have a 2 years minimum work experience as currently working Interpreters (needing documentation to verify this experience). They are also required to undergo a conversational sit down with one of our Senior Interpreters (a Certified Interpreter if available, if not, a Court Qualified Interpreter) on the specific language. They are also required to be fully aware and abide to The Interpreter's Code of Ethics and other Ethics codes as mentioned above.

All interpreters are required to document at least 120 hrs. of qualifying work within one calendar year and provide on a yearly basis documentation of at least 14 hours of continuing education credits on Interpreting or language skills.

Procedure and process for monitoring interpreters' performance;



OCIN Staffs Senior Interpreters to oversee/supervise actual assignments. With our clients approval we have a Senior Interpreter attend an assigned session with our Working Interpreter to evaluate the interpreter's performance and to give feedback to the Working Interpreter to assure that everything in the interpreter's delivery is up to par. With years of experience there is rarely any problem at all with the interpretation. We simply strive to make our interpreters better themselves each day.

Process used to verify interpreters certifications and for ensuring certifications are maintained;

As soon as we have a new Certified, Registered, or Qualified Interpreter on board with us, we require them to send us a copy of their certification (which includes the expiration date of the certification), we file it and keep up with the expiration dates to ensure our colleges are up to date with their documentation. Also as a precaution once a year we revise our Roster and Database for State Certified, Registered, and Qualified Interpreters to assure no one has been deleted by the State of Oregon for any reason. The same practice is applied to revise the Health Care Certified and Qualified Interpreters' standing with the State.

Service level

The expectation to perform from our Interpreters is set as high as if they were interpreting at the Court, no matter what kind of appointment they are in. OCIN has chosen to partner up with these Interpreters, because they are able to exceed our client's expectations. Our Interpreters have proven to be more than qualified to provide this level of excellence in any setting.

Procedure for handling complaints, interpreter - translator performance, and corrective or disciplinary action.

When any comment or complaint is received, it is handled immediately by Oscar Nunez who will contact the parties involved to obtain the facts and if deemed necessary, the Interpreter will be suspended immediately until further action is taken. We look at some of these issues as learning experiences for us, the Interpreters, and our clients. We strive to educate everyone involved in these matters without divulging any confidential information.

Business litigation

By abiding to the Code of Ethics and making sure our interpreters abide to this Code of Ethics, OCIN has remained free from litigation since it was founded in 2007.

Added Value

Translations and Transcriptions



OCIN has been involved in Translation (to and from Spanish) assignments since 2007 through working with the Public Defense Commission and contract attorneys in different type of cases including Death Penalty cases, homicide cases, sex abuse cases, manslaughter, civil commitments and other serious cases that require ultimate diligence from us due to possibilities of long incarceration or death. Besides having knowledge of the language, our Interpreters have also cultural knowledge, which includes history, customs, traditions, and practices which allows OCIN interpreters to provide a high quality final product.

Recently the translation requests have increased from firms within and outside of the United States. OCIN is very selective about its translators and will only work with ATA certified translators.

Non-English Source document and verbal Interpretation

Our Interpreters/Translators are trained and experienced on what is technically called Sight Translation. In order to be Court Qualified an Interpreter must be able to perform Sight Translation, with this in mind all of our Interpreters would be able to accommodate the client's needs at said time.

Simultaneous Interpretations

All of OCIN's Interpreters are well versed in the less common Simultaneous Interpreting. OCIN's Interpreters have been working at state conferences (serving DAS), private conferences, nonprofit conferences and classes such as Kid's Turns, Trauma Nurses through Legacy, among others.

Telephonic Access

OCIN provides 24/7 telephonic access to Interpreters in over 200 languages. This has been solely aimed to help to our clients to set up appointments and confirm appointments with their clients, when an Onsite Interpreter will be available.

OCIN believes that a Telephonic Interpreter cannot achieve the same level of accuracy as an Onsite Interpreter, but OCIN understands that it is necessary in certain situations.

Minority Business

OCIN is registered with the state of Oregon as a minority business enterprise.

Organization: State of Oregon

Certificate Number: 8802

References



OCIN

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503-754-7834

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Oscar Nunez

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(503)840-7467 oscar@oregoncertified.com

Education

- 4 year Law School, Universidad IberoAmericana 1990
- Specialization in Corporate Law
- Interpreter/Translator, Berlitz Mexico 1998
- 2-year program
 - Learned the proper techniques for Conference Interpreting
 - Learned the proper techniques for document Translations
- Court Certified Spanish Interpreter 2006
- Working in the Circuit Courts throughout the State of Oregon

Work Experience

- Oregon Certified Interpreter's Network
CEO & Found 2007- Present
- Overseeing different areas of a mid-size business including administration, Human resources, and customer service
 - Day to day activities
 - Interpreting with different clients in various workable venues
- Oregon Courts
Spanish Certified Court Interpreter 2007- Present
- Spanish/English Interpreter
 - Interpreting for Administrative Hearings, Death Penalty Cases
 - Interpreted at several Forensic Evaluations conducted through the Oregon State Hospital
- Importaciones Dinamika 1991-2004
CEO & Founder
- Overseeing different areas of a mid-size business including administration, human resources, and customer service
 - Promoted services with International clients
 - Logistics analysts

Skills

- Enjoys Interpreting in over 200 wpm.
- Proficient with Microsoft Word, Excel, Quickbooks, and basic computer skills

Rates

Language	In person/hr Conversational Interpreter	In Person/hr Certified & Qualified Medical Interpreter	In Person/hr Court Certified, Registered, & Qualified	Telephonic /minute	Transcription & translation /word
Acholi – <i>Uganda, Sudan</i>		NA		\$1.24	0.25
Afrikaans – <i>South Africa, Namibia</i>		NA		\$1.24	0.25
Akan – <i>Ghana, Ivory Coast</i>		NA		\$1.24	0.25
Akateko – <i>Guatemala</i>		NA	75	\$1.24	0.25
Albanian – <i>Albania</i>		NA		\$1.24	0.25
Algerian Arabic – <i>Algeria</i>	45	NA		\$1.24	0.25
Amharic – <i>Ethiopia</i>	45	NA		\$1.24	0.25
Arabic – <i>Widely Distributed</i>		NA		\$1.24	0.25
Armenian – <i>Armenia</i>		NA		\$1.24	0.25
Ashanti (Asante Twi) – <i>Ghana</i>		NA		\$1.24	0.25
Assyrian – <i>Iraq</i>		NA		\$1.24	0.25
Azerbaijani – <i>Azerbaijan</i>		NA		\$1.24	0.25
Azorean Portuguese – <i>Azores Islands</i>	45	NA		\$1.24	0.25
Bahnar – <i>Vietnam</i>	45	NA		\$1.24	0.25
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>		NA		\$1.24	0.25
Bambara – <i>Mali</i>		NA		\$1.24	0.25
Belarusan – <i>Belarus</i>		NA		\$1.24	0.25
Bengali – <i>Bangladesh, India</i>		NA		\$1.24	0.25
Bosnian – <i>Bosnia & Herzegovina</i>	40	45	75	\$1.24	0.25
Brazilian Portuguese – <i>Brazil</i>	45	NA	75	\$1.24	0.25
Bulgarian – <i>Bulgaria</i>	45	NA	75	\$1.24	0.25
Burmese – <i>Myanmar (former Burma)</i>	45	50	75	\$1.24	0.25
Cambodian (Khmer) – <i>Cambodia</i>	45	75	75	\$1.24	0.25
Cantonese – <i>China</i>	45	45	75	\$1.24	0.20
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>		NA		\$1.24	0.25

Catalan – <i>Andorra, Spain</i>		NA		\$1.24	0.25
Cebuano – <i>Philippines</i>		NA		\$1.24	0.25
Chaldean – <i>Iraq</i>		NA		\$1.24	0.25
Chamorro – <i>Guam</i>		NA		\$1.24	0.25
Chaozhou (Teochew) – <i>China</i>		NA		\$1.24	0.25
Chin – <i>Myanmar (former Burma)</i>		NA		\$1.24	0.25
Chinese (var. languages/dialects) – <i>China</i>		NA		\$1.24	0.25
Chuukese (Trukese) – <i>Micronesia</i>		55	75	\$1.24	0.25
Croatian – <i>Croatia</i>	45	50	75	\$1.24	0.25
Czech – <i>Czech Republic</i>		NA		\$1.24	0.25
Danish – <i>Denmark</i>		NA		\$1.24	0.25
Dari (Afgan Farsi) – <i>Afghanistan</i>		NA	75	\$1.24	0.25
Dene – <i>Canada</i>		NA		\$1.24	0.25
Dewoin – <i>Liberia</i>		NA		\$1.24	0.25
Dinka – <i>Sudan</i>		NA	75	\$1.24	0.25
Duala – <i>Cameroon</i>		NA		\$1.24	0.25
Dutch – <i>Netherlands</i>		NA		\$1.24	0.25
Egyptian Arabic – <i>Egypt</i>	45	50	75	\$1.24	0.25
Estonian – <i>Estonia</i>		NA		\$1.24	0.25
Filipino (Tagalog) – <i>Philippines</i>	45	50	75	\$1.24	0.25
Finnish – <i>Finland</i>		NA		\$1.24	0.25
Flemish – <i>Belgium</i>		NA		\$1.24	0.25
French – <i>Africa, Canada, France, Tunisia, et al.</i>	45	50	75	\$1.24	0.25
French Creole – <i>Caribbean</i>	45	NA	75	\$1.24	0.25
Fukienese – <i>China</i>		NA		\$1.24	0.25
Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>		NA		\$1.24	0.25
Fuzhou – <i>China</i>		NA		\$1.24	0.25
Ga – <i>Ghana</i>		NA		\$1.24	0.25
Gen (Mina) – <i>Togo, Benin</i>		NA		\$1.24	0.25

German – <i>Germany</i>		NA		\$1.24	0.25
Gokana (Khana) – <i>Nigeria</i>		NA		\$1.24	0.25
Greek – <i>Greece</i>		NA		\$1.24	0.25
Gujarati – <i>India</i>		NA		\$1.24	0.25
Haitian Creole – <i>Haiti</i>		NA	75	\$1.24	0.25
Haka Burmese – <i>Myanmar (former Burma)</i>		NA		\$1.24	0.25
Hmong – <i>China, Vietnam, Laos</i>	NA	45	75	\$1.24	0.25
Hungarian – <i>Hungary</i>		NA		\$1.24	0.25
Hakka – <i>China</i>		NA		\$1.24	0.25
Hausa – <i>Niger, Nigeria</i>		NA		\$1.24	0.25
Ibo (Igbo) – <i>Nigeria</i>		NA		\$1.24	0.25
Ilocano – <i>Philippines</i>		NA		\$1.24	0.25
Hebrew – <i>Israel</i>		NA	75	\$1.24	0.25
Hindi – <i>India</i>		NA		\$1.24	0.25
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>		NA		\$1.24	0.25
Iraqi Arabic – <i>Iraq</i>	45	NA	75	\$1.24	0.25
Italian – <i>Italy</i>		NA	95	\$1.24	0.25
Japanese – <i>Japan</i>		NA		\$1.24	0.25
Jarai – <i>Vietnam</i>		NA		\$1.24	0.25
Javanese – <i>Indonesia</i>		NA		\$1.24	0.25
Jordanian Arabic – <i>Jordan</i>		NA	75	\$1.24	0.25
Juba Arabic – <i>Sudan</i>		NA		\$1.24	0.25
Kanjobal (Q'anjob'al) – <i>Guatemala</i>		NA	75	\$1.24	0.25
Kannada – <i>India</i>		NA		\$1.24	0.25
Kapampangan – <i>Philippines</i>		NA		\$1.24	0.25
Karen (Pa'o, S'gaw) – <i>Myanmar (former Burma)</i>	45	55		\$1.24	0.25
Kayah – <i>Myanmar (former Burma)</i>		NA		\$1.24	0.25
Khmer (Cambodian) – <i>Cambodia</i>	45	75	75	\$1.24	0.25
Kinyarwanda – <i>Rwanda</i>	45	NA		\$1.24	0.25
Kirundi – <i>Burundi</i>		NA		\$1.24	0.25

Koho – <i>Vietnam</i>		NA		\$1.24	0.25
Korean – <i>Korea</i>	40	45	75	\$1.24	0.20
Kpele – <i>Guinea, Liberia</i>		NA		\$1.24	0.25
Kurmanji (Northern Kurdish) – <i>Turkey</i>		NA		\$1.24	0.25
Kuawaiti Arabic – <i>Kuwait</i>		NA		\$1.24	0.25
Lao – <i>Laos</i>	40	45	75	\$1.24	0.25
Latvian – <i>Latvia</i>		NA		\$1.24	0.25
Lebanese Arabic – <i>Lebanon</i>		NA		\$1.24	0.25
Lingala – <i>Congo, Republic of the</i>		NA		\$1.24	0.25
Lithuanian – <i>Lithuania</i>		NA		\$1.24	0.25
Luganda – <i>Uganda</i>		NA		\$1.24	0.25
Luo – <i>Kenya</i>		NA		\$1.24	0.25
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>	40	45	75	\$1.24	0.25
Macedonian – <i>Macedonia</i>	40	NA		\$1.24	0.25
Malay – <i>Malaysia</i>		NA		\$1.24	0.25
Malayalam – <i>India</i>		NA		\$1.24	0.25
Malinke – <i>Senegal</i>		NA		\$1.24	0.25
Mam – <i>Guatemala</i>		NA		\$1.24	0.25
Mandarin – <i>China</i>	40	45	75	\$1.24	0.25
Mandinka (Mandingo) – <i>Senegal</i>		NA		\$1.24	0.25
Marathi – <i>India</i>		NA		\$1.24	0.25
Marshallese – <i>Marshall Islands</i>		NA	75	\$1.24	0.25
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>		NA	75	\$1.24	0.25
Mien – <i>China, Laos, Thailand</i>	45	NA	75	\$1.24	0.25
Mina (Gen) – <i>Togo, Benin</i>		NA		\$1.24	0.25
Minangkabau – <i>Indonesia</i>		NA		\$1.24	0.25
Mixteco Alto – <i>Mexico</i>		NA		\$1.24	0.25
Mixteco Bajo – <i>Mexico</i>		NA		\$1.24	0.25
Mnong – <i>Vietnam</i>		NA		\$1.24	0.25
Mongolian – <i>Mongolia</i>		NA		\$1.24	0.25
Moroccan Arabic – <i>Morocco</i>		NA		\$1.24	0.25

Nahuatl – Mexico		NA		\$1.24	0.25
Navajo – U.S.A.(Southwest)		NA		\$1.24	0.25
Nepalese – Nepal, India	45	50	75	\$1.24	0.25
Nuer – Sudan		NA		\$1.24	0.25
Oromo – Ethiopia		NA		\$1.24	0.25
Palestinian Arabic – Israel, Jordan		NA		\$1.24	0.25
Pangasinan – Philippines		NA		\$1.24	0.25
Papiamentu – Netherlands Antilles		NA		\$1.24	0.25
Pashto (Pushto) – Pakistan, Afghanistan		NA	75	\$1.24	0.25
Portuguese Creole (Cape Verdean) – Cape Verde		NA		\$1.24	0.25
Persian (Farsi) – Afghanistan, Iran, Iraq, Pakistan		NA		\$1.24	0.25
Russian – Russia	40	45	75	\$1.24	0.25
Samoan – Samoa	50	NA	75	\$1.24	0.25
Polish – Poland		NA		\$1.24	0.25
Portuguese – Portugal, Brazil, et al.		NA		\$1.24	0.25
San Miguel – Mexico		NA		\$1.24	0.25
Santa Eulalia – Guatemala		NA		\$1.24	0.25
Saraiki – Pakistan, India		NA		\$1.24	0.25
Serbian – Serbia, Montenegro	40	45	75	\$1.24	0.25
Serbo-Croatian – Balkans	40	45	75	\$1.24	0.25
Shanghainese – China		NA		\$1.24	0.25
Sichuan (Szechuan) – China		NA		\$1.24	0.25
Sinhalese – Sri Lanka		NA		\$1.24	0.25
Slovak – Slovakia		NA		\$1.24	0.25
Somali – Somalia	40	45	75	\$1.24	0.25
Soninke (Serahule) – Mali		NA		\$1.24	0.25
Sorani (Central Kurdish) – Iraq		NA	95	\$1.24	0.25
Spanish – Spain, Latin America, et al.	40	45	75	\$1.24	0.20
Sudanese Arabic – Sudan		NA		\$1.24	0.25
Susu – Guinea		NA		\$1.24	0.25
Swahili – Kenya, Somalia, Tanzania,	45	50	75	\$1.24	0.25

Swedish – Sweden				\$1.24	0.25
Syrian Arabic – Syria	45	50	75	\$1.24	0.25
Tagalog (Filippino) – Philippines	45	50	75	\$1.24	0.25
Tai Dam – Vietnam		NA		\$1.24	0.25
Taiwanese – Taiwan		NA	75	\$1.24	0.25
Tamil – India		NA		\$1.24	0.25
Telugu – India		NA	75	\$1.24	0.25
Teochew (Chaozhou) – China		NA		\$1.24	0.25
Thai – Thailand	40	45	75	\$1.24	0.25
Tibetan – China			75	\$1.24	0.25
Tigrigna (Tigrinya) – Ethiopia, Eritrea	40	NA	75	\$1.24	0.25
Toishanese – China		NA	75	\$1.24	0.25
Tongan – Tonga		NA	75	\$1.24	0.25
Trukese (Chuukese) – Micronesia		55	75	\$1.24	0.25
Tunisian Arabic – Tunisia		NA		\$1.24	0.25
Turkish – Turkey		NA	75	\$1.24	0.25
Twi – Ghana		NA		\$1.24	0.25
Tzotzil – Mexico		NA		\$1.24	0.25
Ukrainian – Ukraine	40	45	75	\$1.24	0.25
Urdu – Pakistan, India	40	45	75	\$1.24	0.25
Vietnamese – Vietnam	40	45	75	\$1.24	0.20
Wolof – Senegal		NA		\$1.24	0.25
Xhosa – South Africa		NA		\$1.24	0.25
Yemeni Arabic – Yemen		NA		\$1.24	0.25

**All conversation and medical interpreters
have a 1 hour minimum
All Court interpreters have a 2 hour
minimum**

All interpreters will bill for the scheduled length of the assignment or the actual length of the assignment, whichever one is longer

There is a 24 hour late cancellation policy in writing

NA represents that there are no Medical Qualified or Certified interpreters based on state requirements

More languages are available, but they would incur a mileage cost

Latin american dialects are available, but they would incur a mileage and travel time cost, at the state's rate

OCIN would be able to start providing services as soon as the county is ready

Requests can be made by email, or through our website

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: Oregon Certified Interpreter's Network, INC
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

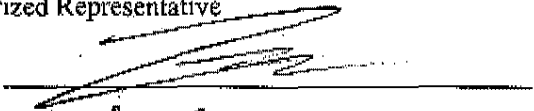
(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State

Oregon Business Registry Number 498291-95

Contractor's Authorized Representative

Signature: 

Date: 5-15-18

Name: Carlos Muñoz Quinard

Title: Sales Manager

Firm: OCIN

Address: 680 NW Alhishia pl

City/State/Zip: Beaverton, OR 97006

Phone: (503) 840-7433

e-mail: carlos@oregancertified.com

Fax: 503-649-5121

Contract Manager:

Name Carlos Muñoz Q

Title: Sales Manager

Phone number: 503-840-7433

Email Address: carlos@oregancertified.com



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Purple Communications, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Purple Communications, Inc.
Address: 595 Menlo Drive, Rocklin, CA 95765
Contractor Contract Administrator: Michael Amsterdam
Phone No.: 916-274-8449
Email: contracts@purple.us
MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** 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 by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** 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. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in 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: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) 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 performance. 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.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) 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; (C) 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 (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

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

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

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

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

[Signature Page Follows]

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

Purple Communications, Inc.
595 Menlo Drive
Rocklin, CA 95765

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Entity Type / State of Formation

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

CONSIDERATION

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
RFP #2017-87 Interpreter Services



REQUEST FOR PROPOSALS #2017-87

FOR

Interpreter Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Abigail Churchill
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 16, 2018

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....April 24, 2018

Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, Churchill@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

3.3. SCOPE OF WORK

3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

Certifications:

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

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

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Section 6 Rate Schedule

Name of Firm/Individual: _____

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: _____

Are you willing to accept long term assignments? _____

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language				
Acholi – <i>Uganda, Sudan</i>				
Afrikaans – <i>South Africa, Namibia</i>				
Akan – <i>Ghana, Ivory Coast</i>				
Akateko – <i>Guatemala</i>				
Albanian – <i>Albania</i>				
Algerian Arabic – <i>Algeria</i>				
Amharic – <i>Ethiopia</i>				
Arabic – <i>Widely Distributed</i>				
Armenian – <i>Armenia</i>				
Ashanti (Asante Twi) – <i>Ghana</i>				
Assyrian – <i>Iraq</i>				
Azerbaijani – <i>Azerbaijan</i>				
Azorean Portuguese – <i>Azores Islands</i>				
Bahnar – <i>Vietnam</i>				
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>				
Bambara – <i>Mali</i>				
Belarusan – <i>Belarus</i>				
Bengali – <i>Bangladesh, India</i>				
Bosnian – <i>Bosnia & Herzegovina</i>				
Brazilian Portuguese – <i>Brazil</i>				
Bulgarian – <i>Bulgaria</i>				
Burmese – <i>Myanmar (former Burma)</i>				
Cambodian (Khmer) – <i>Cambodia</i>				
Cantonese – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) –Cape Verde				
Catalan – Andorra, Spain				
Cebuano – Philippines				
Chaldean – Iraq				
Chamorro – Guam				
Chaozhou (Teochew) – China				
Chin – Myanmar (former Burma)				
Chinese (var. languages/dialects) – China				
Chuukese (Trukese) – Micronesia				
Croatian – Croatia				
Czech – Czech Republic				
Danish – Denmark				
Dari (Afgan Farsi) – Afghanistan				
Dene – Canada				
Dewoin – Liberia				
Dinka – Sudan				
Duala – Cameroon				
Dutch – Netherlands				
Egyptian Arabic – Egypt				
Estonian – Estonia				
Filipino (Tagalog) – Philippines				
Finnish – Finland				
Flemish – Belgium				
French – Africa, Canada, France, Tunisia, et al.				
French Creole – Caribbean				
Fukienese – China				
Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal				
Fuzhou – China				
Ga – Ghana				
Gen (Mina) – Togo, Benin				
German – Germany				
Gokana (Khana) – Nigeria				
Greek – Greece				
Gujarati – India				
Haitian Creole – Haiti				
Haka Burmese – Myanmar (former Burma)				
Hmong – China, Vietnam, Laos				
Hungarian – Hungary				
Hakka – China				

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>				
Ibo (Igbo) – <i>Nigeria</i>				
Ilocano – <i>Philippines</i>				
Hebrew – <i>Israel</i>				
Hindi – <i>India</i>				
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>				
Iraqi Arabic – <i>Iraq</i>				
Italian – <i>Italy</i>				
Japanese – <i>Japan</i>				
Jarai – <i>Vietnam</i>				
Javanese – <i>Indonesia</i>				
Jordanian Arabic – <i>Jordan</i>				
Juba Arabic – <i>Sudan</i>				
Kanjobal (Q’anjob’al) – <i>Guatemala</i>				
Kannada – <i>India</i>				
Kapampangan – <i>Philippines</i>				
Karen (Pa’o, S’gaw) – <i>Myanmar (former Burma)</i>				
Kayah – <i>Myanmar (former Burma)</i>				
Khmer (Cambodian) – <i>Cambodia</i>				
Kinyarwanda – <i>Rwanda</i>				
Kirundi – <i>Burundi</i>				
Koho – <i>Vietnam</i>				
Korean – <i>Korea</i>				
Kpele – <i>Guinea, Liberia</i>				
Kurmanji (Northern Kurdish) – <i>Turkey</i>				
Kuwaiti Arabic – <i>Kuwait</i>				
Lao – <i>Laos</i>				
Latvian – <i>Latvia</i>				
Lebanese Arabic – <i>Lebanon</i>				
Lingala – <i>Congo, Republic of the</i>				
Lithuanian – <i>Lithuania</i>				
Luganda – <i>Uganda</i>				
Luo – <i>Kenya</i>				
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>				
Macedonian – <i>Macedonia</i>				
Malay – <i>Malaysia</i>				
Malayalam – <i>India</i>				
Malinke – <i>Senegal</i>				
Mam – <i>Guatemala</i>				
Mandarin – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – <i>Senegal</i>				
Marathi – <i>India</i>				
Marshallese – <i>Marshall Islands</i>				
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>				
Mien – <i>China, Laos, Thailand</i>				
Mina (Gen) – <i>Togo, Benin</i>				
Minangkabau – <i>Indonesia</i>				
Mixteco Alto – <i>Mexico</i>				
Mixteco Bajo – <i>Mexico</i>				
Mnong – <i>Vietnam</i>				
Mongolian – <i>Mongolia</i>				
Moroccan Arabic – <i>Morocco</i>				
Nahuatl – <i>Mexico</i>				
Navajo – <i>U.S.A.(Southwest)</i>				
Nepalese – <i>Nepal, India</i>				
Nuer – <i>Sudan</i>				
Oromo – <i>Ethiopia</i>				
Palestinian Arabic – <i>Israel, Jordan</i>				
Pangasinan – <i>Philippines</i>				
Papiamentu – <i>Netherlands Antilles</i>				
Pashto (Pusho) – <i>Pakistan, Afghanistan</i>				
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>				
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
Russian – <i>Russia</i>				
Samoan – <i>Samoa</i>				
Polish – <i>Poland</i>				
Portuguese – <i>Portugal, Brazil, et al.</i>				
San Miguel – <i>Mexico</i>				
Santa Eulalia – <i>Guatemala</i>				
Saraiki – <i>Pakistan, India</i>				
Serbian – <i>Serbia, Montenegro</i>				
Serbo-Croatian – <i>Balkans</i>				
Shanghainese – <i>China</i>				
Sichuan (Szechuan) – <i>China</i>				
Sinhalese – <i>Sri Lanka</i>				
Slovak – <i>Slovakia</i>				
Somali – <i>Somalia</i>				
Soninke (Serahule) – <i>Mali</i>				
Sorani (Central Kurdish) – <i>Iraq</i>				
Spanish – <i>Spain, Latin America, et al.</i>				

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>				
Susu – <i>Guinea</i>				
Swahili – <i>Kenya, Somalia, Tanzania,</i>				
Swedish – <i>Sweden</i>				
Syrian Arabic – <i>Syria</i>				
Tagalog (Filippino) – <i>Philippines</i>				
Tai Dam – <i>Vietnam</i>				
Taiwanese – <i>Taiwan</i>				
Tamil – <i>India</i>				
Telugu – <i>India</i>				
Teochew (Chaozhou) – <i>China</i>				
Thai – <i>Thailand</i>				
Tibetan – <i>China</i>				
Tigrigna (Tigrinya) – <i>Ethiopia,</i> <i>Eritrea</i>				
Toishanese – <i>China</i>				
Tongan – <i>Tonga</i>				
Trukese (Chuukese) – <i>Micronesia</i>				
Tunisian Arabic – <i>Tunisia</i>				
Turkish – <i>Turkey</i>				
Twi – <i>Ghana</i>				
Tzotzil – <i>Mexico</i>				
Ukrainian – <i>Ukraine</i>				
Urdu – <i>Pakistan, India</i>				
Vietnamese – <i>Vietnam</i>				
Wolof – <i>Senegal</i>				
Xhosa – <i>South Africa</i>				
Yemeni Arabic – <i>Yemen</i>				



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #1
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

End of Addendum #1



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #2
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

Scope of Work

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

End of Addendum #2



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #3
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

End of Addendum #3

**EXHIBIT B
CONTRACTORS RESPONSE**



Purple Communications, Inc.
700 Washington Street, Suite 603
Vancouver, WA 98660
<https://purplevrs.com/vancouver>

Purple Communications, Inc.
Sign Language Interpreting Proposal For
Clackamas County
RFP #2017-87 - Interpreter Services

Submitted to:

Clackamas County Procurement Division
Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045
procurement@clackamas.us

Submitted by:

Michael Amsterdam
Purple Communications, Inc.
916.274.8449 (office)
916-435-8732 (fax)
contracts@purple.us

May 16, 2018

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May 16, 2018

Clackamas County Procurement Division
Attention: George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

Re: RFP BD#1861 – Interpreter Services

Greetings,

Enclosed is the Purple Communications, Inc. (Purple) proposal in response to the above referenced RFP for interpreter services.

Purple offers the Clackamas County the experience, depth of resources, and educational expertise to provide a reliable response system for sign language interpreting needs. Purple has been continuously serving the deaf and hard of hearing community since 1982. In February 2017, Purple was acquired by ZVRS Holding Company. ZVRS is a nationally recognized provider of video relay services that enable Deaf and Hard-of-Hearing individuals to communicate with hearing people worldwide. The combined entities are a leading provider of communications access services for the deaf and hard of hearing community

Purple submits this offer to provide the following services to the District:

- On-site American Sign Language Interpreting
- ASL Video Remote Interpreting (VRI)
- Video Relay Service (VRS)

Purple can meet and exceed the requirements under the RFP with:

- Qualified and experienced interpreting staff
- Experienced administrative staff and web based scheduling systems
- Historical 98% fill rate for onsite interpreting assignments
- 24/7/365 availability for all services

Please contact the undersigned Purple POC if you have any questions or need any additional information.

Thank you for the opportunity to bid on this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Michael Amsterdam".

Michael Amsterdam
Director of Contracts
contracts@purple.us
916-274-8449

RFP #2017-87_Purple Proposal

Purple General Background and Qualifications

Purple Communications, Inc. (Purple™) was formed in 2008 with the merger of five of the leading providers of communication services for deaf individuals – Hands-On Video Services, Go America, Verizon Video Relay, Sign Language Associates and Visual Language Interpreting. In February 2017, Purple was acquired by ZVRS Holding Company. ZVRS is a nationally recognized provider of video relay services that enable Deaf and Hard-of-Hearing individuals to communicate with hearing people worldwide. The combined entities are a leading provider of communications access services for the deaf and hard of hearing community.

Purple offers these high quality services:

- Community onsite Interpreting
- Video Remote Interpreting (VRI)
- Video Relay Services (VRS).
- Communication Access Real-time Translation Services (CART)

Purple's depth of resources allows the company to provide its clients with needed coverage on a round-the-clock basis. It is an impressive fact that through the work of our combined business units Purple has been continuously serving the deaf or hard of hearing community since 1982.

In this time, Purple has been instrumental in offering a long list of innovations including:

- The nation's first on-site interpreting business including same day service
- The nation's first coordinated Emergency Services Network 24/7 access
- The nation's first Video Remote Interpreting Service 24/7 Access
- The nation's first provider of video interpreting services via Internet Protocols
- The nation's largest provider of blended service – VRS, VRI, CART and on-site interpreting services

Together, these Purple services have enriched the lives of millions of people through more accessible, clearer communication. Purple Communications is proud of its combined years of service to the deaf community and its reputation as a national leader in the field. Purple understands the needs, knows how to deliver high quality services, leads the way in innovations and remains committed to the personal touch required to serve customers.

Purple provides high quality, professional sign language interpreting services 24 hours a day, 7 days a week, 365 days a year by providing qualified and experienced interpreters both on-site and via video remote technology. Purple employs over 1000 sign language interpreters located in 20 communications centers covering 5 time zones. In addition, Purple has contracts with independent contractors and sign language interpreting agencies to be able to provide services anywhere in the U.S.

Purple provides communications services for a wide array of organizations, including federal, state and local governments, educational institutions, healthcare providers, and large businesses. Customers include national organizations such as Amazon, Boeing, Cleveland Clinic, and numerous local governments such as San Marin County, Santa Clara County, Los Angeles Unified School District, and the City of Oakland.

Purple Interpreters

Purple takes pride in ensuring the following about our American Sign Language interpreters:

- ✓ Individually screened to ensure quality
- ✓ Have national or state equivalent Certifications
- ✓ Strictly adhere to the RID code of professional conduct
- ✓ Receive customer service training
- ✓ Must pass a background check
- ✓ Are subject to comprehensive, mandatory training requirements
- ✓ Extensive training regarding the maintenance of client confidentiality
- ✓ Conform to HIPPA Regulations

To ensure consumers language preferences are met, we use a system to screen each applicant's interpreting abilities, their abilities are tested into 4 sections: Interactive Dialogue (a conversation of two deaf persons with one hearing person in which the applicant must provide both American Sign Language [ASL] to spoken English interpretation and spoken English to ASL); a Mock Video Relay Services Call (a phone to video conversation between a Deaf person and a Hearing person in which the applicant must provide both ASL to spoken English interpretation and spoken English to ASL interpretation); an ASL Narrative (a narrative presentation in ASL, narrated by a Deaf person for which the applicant must provide a spoken English interpretation); and a Spoken English Narrative (a narrative presentation in English by a hearing person for which the applicant must provide an ASL interpretation.) The assessment is scored by a team of three raters: a manager from the Purple Professional Services Team; a trained external Deaf person; and a trained external, certified interpreter. All applicants must receive a passing score to move forward in the interview process.

Prior to hiring, we use E-verify, an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. Our background checks are completed by a third party company Talentwise and results submitted to our human resources department prior to employment. Prior employment, educational credentials, certifications and levels are verified. Additionally, a criminal background check is performed at the local and federal level. Each Purple employee must have successfully passed a background check prior to employment at Purple.

Furthermore, all Purple interpreters are audited annually by the Human Resource Department to ensure they are up to date and are in full compliance with their certifications. Purple holds each interpreter responsible to meet the eighty hours of Continuing Education Units (CEUs) each four years as required by the national Registry of Interpreters for the Deaf. To assist in assuring all interpreters can be in full compliance with certification, Purple provides both tuition reimbursement and professional development monies to full-time staff and provides local and corporate trainings throughout the year to all staff.

In addition to the customer service training, Purple's interpreters are subject to comprehensive, mandatory training requirements, including extensive training regarding the maintenance of client confidentiality (including any PHI content obtained in the course of providing interpreting services). Purple video interpreters are subject to mandatory FCC compliance training reinforcing client interpreting confidentiality. All Purple interpreters are also subject to a stringent code of ethics including client confidentiality requirements, each of the foregoing three (3) training regimes are subject to reinforcement through annual mandatory FCC training regarding confidentiality.

Purple video facilities are subject to FCC regulations regarding confidentiality and security requirements, whereby the location is separately secured from other Purple employees with only authorized employees permitted, additionally, Purple confidentiality requirements prohibit interpreters from using or possessing video, audio or other recording equipment within the interpreting call area; supervision of interpreter behavior, including maintenance of client confidential information, is strictly enforced by colleagues, on-site supervisors and customer feedback.

Purple Vancouver

The Purple Vancouver center has provided onsite interpreting services to hundreds of customers in the Portland/Vancouver metropolitan area, including business, tech companies, education and healthcare customers.

Purple is offering Clackamas County American Sign Language Interpreting Services (ASL) from its Vancouver, Washington communications center. This center has been providing ASL services to the greater Portland area and SW Washington since 2004 and has recently expanded to serve the I-5 corridor between Portland and Eugene. We employ over 60 ASL interpreters that can provide onsite interpreting services for our customers located in the Vancouver/Portland, Salem and Eugene areas. The majority of our interpreters live in the Vancouver/Portland metropolitan area and others live throughout the state of Oregon, including Salem and Eugene, thus making it possible for us to provide highly qualified interpreters throughout the region. We also have interpreters who regularly travel to more remote locations to provide services.

Vancouver Center staff and IC certifications:

- VCC has 31 Certified staff interpreters plus 2 certified administrators and one certified trainer.
- VCC has 38 Certified IC's, of which 3 are Certified Deaf Interpreters.
- VCC has 2 EIPA certified and Purple qualified employees.
- VCC has 3 EIPA certified and Purple qualified IC's

Purple differs from other agencies in our region as our interpreters are also employees with regularly scheduled hours. This allows us to meet many short notice and last minute requests. We also have some of the regions' most sought after legal interpreters who have experience interpreting for depositions, worker's compensation issues, court appointments and other legal related matters.

We also differ from other agencies in our leadership team, which is comprised of experienced, career professional interpreters who are respected throughout the region for their skill as interpreters and as interpreter trainers, as well as their commitment to serving communication needs of the Deaf and Hard of Hearing communities. No other agency has this level of expertise and experience at the helm of their community interpreting program. The benefit of this is the accurate placement of the most skilled and professional interpreters for each assignment, rather than assigning someone based solely on their availability.

Jean A. Miller, Center Manager, has been on the Purple Management Team for 13 years, managing the day-to-day operations of the Vancouver Center and providing support to the local team of interpreters who provide VRS, VRI, and onsite interpreting services. Prior to her service at Purple, Jean worked in a variety of settings as a staff interpreter, independent contractor, interpreter coordinator, and educational interpreter consultant assistant. Certified by RID since 1993, Jean specializes in theatrical interpreting and attended TDF's "Interpreting For the Theatre" intensive in NYC in 1999 and 2005. Active in the interpreting community, Jean edits for StreetLeverage.com, presents workshops, and founded WestSide TerpTalk, a local networking meet-up for sign language interpreters entering its sixth year.

Julie Gebron, M.Ed, is the Center Supervisor for Community On-Site ASL Interpreting services for Purple Communications in Oregon and Southwest Washington. She works with Purple employees and other local interpreters to ensure excellent communication access for Purple's customers. A nationally certified ASL interpreter, Julie has also been a small business owner, language/learning consultant, workshop presenter, freelance teacher and spent ten years as a high school teacher and coach at the Washington School for the Deaf. She holds degrees in American Studies, Cinema Studies and Special Education, and is the author of "Sign the Speech: An Introduction to Theatrical Interpreting."

Shannon Loftis is the Center Assistant for the Vancouver center. She has been with the company for over 10 years. After moving to the Northwest in the mid 1980's, she attended college at Western Oregon University and graduated with her Bachelor's degree in American Sign Language Interpretation. She has 20 years of experience in office administration, scheduling, and training development. Shannon works closely with the management team at the Purple Vancouver center to coordinate interpreting scheduling for VRS and on-site services as well as interfacing with clients and assisting with day-to-day operations.

Scope of Work

Onsite ASL Services

Purple Communications (Purple) will provide onsite American Sign Language (ASL) Interpreting Services for Clackamas County on an as needed basis for Clackamas County Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations). This will include ASL onsite interpreting and VRI services for a variety of work situations. Purple is experienced in providing interpreting services and has performed service of comparable scope and complexity as specified in the RFP.

Purple shall provide highly qualified, professional interpreters that meet Clackamas County requirements:

- Proficiency in signing American Sign Language;
- Competency in the RID Code of Ethics and ASL professional standards for interpreters and translators;
- Experience maintaining confidentiality;
- Experience providing ASL services in any work environment or community setting

Purple interpreters shall be proficient in communication using American Sign Language and other modes such as Signed English, Pigeon Signed English (PSE), Oral (lip reading), and/or Tactile (for deaf and blind). They shall also present a positive, friendly attitude in their communication skills that shall be comfortably comprehended by diverse groups.

Purple will provide qualified sign language interpreters who are able to interpret effectively, accurately and impartially, both receptively and expressly using any necessary specialized vocabulary; have professional experience with a wide variety of clients in a work setting required by the County; possess an in-depth knowledge of Deaf Culture and the Deaf Community; be a certified member in good standing of RID and hold a valid certificate (Interpretation and/or transliteration) from the RID at the time of application; and be able to demonstrate skills in indicating nuances, tone, etc. of manual or verbal communication in order to accurately convey the message.

Upon award, the schedulers for this event will make initial contact to all interpreters and select the most appropriate and qualified interpreters. Based on the needs for each pavilion, the interpreters will be pre-scheduled and be provided with the onsite contact information for the onsite coordinator for any last minute needs or changes.

Purple uses a proprietary on-line customer service database scheduling tool known as G2, which provides interpreters with an on-line scheduling and invoicing tool. It provides management with the ability to schedule efficiently and create a variety of customized operational reports, and provides customers with a gateway into the system for collaborative work environments. Purple stands more ready than ever before to not only continue a high-level of contract performance but also introduce improved administrative and management approaches to operational effectiveness and efficiencies.

To put in a request, Purple Vancouver team can be reached 24/7 at:

- Email: PurpleVanport@purple.us
- Phone: 360-695-6634
- Online request: <https://signlanguage.com/Onsite/>

Purple's DC Center Assistant provides frontline interactions with all of our customers; taking their requests whether through phone call, fax or email, processing their requests in our G2 scheduling system, and making sure all customers are provided with the upmost Purple Customer Service experience. To provide our interpreters with the most accurate information about each assignment, we request the following details be included with each request:

- Name and phone number of individual making request;
- Name and telephone number of the on-site contact person;
- Date, time and duration of the assignment;
- Location for the assignment and a detailed description of the event;
- Special information pertinent to the appropriate placement of an interpreter;
- Name(s) and Sign Language preference of consumer(s) when possible.

Purple shall respond within 4 hours of notification via telephone or email of request to confirm availability of the interpreter. Purple shall provide Clackamas County with the name of the assigned interpreter(s).

All requests are entered into G2 which tracks all requests by date and time and status. Once a request gets in our system, our scheduler will start our search process immediately. Purple keeps an accurate record of interpreter training, expertise and credentials for all interpreters. Each interpreter provides to the scheduler and manager a listing of all specific areas of expertise documenting appropriate training hours and years of experience. This documentation is stored under the interpreter profile in the G2 system. The scheduler uses the information stored in this database to assure that the interpreter assigned to specialized requests is proficient in the subject area identified. This important tool also holds consumer preferences ensuring that Purple's scheduling department will make the best match possible when confirming an interpreter for an assignment.

Purple understand that the interpreter assignments will be based on the communication needs of the individual. Purple will work with Clackamas County to match the interpreter skills and the communication needs of the Deaf or hard of hearing individual. Clackamas County may request a change to an agency interpreter at any time if determined to be necessary. Purple understands that Clackamas County may schedule an observation by the LOC Coordinator of Deaf and Hard of Hearing Services or designee to assess interpreter skill level and consumer needs and will work with Clackamas County to facilitate any adjustments necessary to satisfy Clackamas County needs.

Vancouver Center Onsite Interpreting Policies

Minimums: All assignments are subject to a 2 hour minimum.

Number of Interpreters: To protect the occupational safety of our interpreters and to assure the highest quality communication, assignments exceeding 1 hour may require a team of two or more interpreters. Your Account Manager will work with you to determine the appropriate number of interpreters needed for your assignment. Team assignments are charged per interpreter.

Cancellations: Customers will be billed in full for any assignment not cancelled with 2 FULL BUSINESS DAYS notice remaining before the scheduled event. For example, an assignment on Wednesday must be cancelled by close of business on the previous Friday to avoid charges.

ASL Video Remote Interpreting

In addition to our onsite interpreting services, Purple also offers Video Remote Interpreting (VRI) as an alternative to onsite interpreting services. VRI can be used for last minute ASL interpreting needs or can be a cost effective alternative for short sessions.

Purple Video Remote Interpreting (VRI) is a convenient, on-demand sign language interpreting service delivered over a live Internet or Wi-Fi video connection. With certified or ADA qualified interpreters, clear audio and high-quality video, it's as if the interpreter is in the room with you. Purple's technology allows deaf and hard-of-hearing individuals to communicate with hearing individuals. Using standard devices such as PC's and tablets, Purple customizes your environment into an Americans with Disabilities Act (ADA) accessible and fully-integrated workplace.

Purple has been providing VRI services to government, healthcare, and private industry customers across the United States since 2002. In these 15 years Purple has grown a client base whose needs are varied from a one-time job interview to long-term contractual agreements with language services and health care systems. Currently Purple has a VRI client list of over 300 active clients to include healthcare and corporate clients such as the Cleveland Clinic and Pride Industries.

Purple operates 20 video interpreting centers employing over 1000 interpreters in 5 different U.S. time zones with 24/7/365 VRI coverage. The Call Centers from which VRI will be performed is an environment that follows all requirements of the FCC for a VRS call center. These requirements include secure entryways, barring all non-personnel from the Call Center floor. There will never be situations where non-authorized personnel are privy to the content of a VRI interpreting event. Customer privacy and appropriate interpreter behavior is supervised on site by local management teams. No assignments interpreted by Purple are provided by an at-home interpreter. Purple does not use Independent Contractors for its VRI services.

Purple VRI is an on-demand service with no pre-scheduling needed at any time for any assignment. VRI calls are answered by the next available interpreter in the Centers providing VRI coverage and the current average speed of answer (ASA) for a VRI connection is less than 30 seconds.

Purple VRI easily integrates with your network infrastructure, providing secure communications and great video quality with lower bandwidth usage, as well as little or no impact on firewall security issues. All that is needed is an internet connection with 512kps using H.323 or SIP protocols.

Purple VRI can be used with standard customer endpoint solutions. Purple proprietary P3 software provides VRI connectivity between a sign language interpreter and a deaf or hard of hearing individual, which can be easily downloaded onto a compatible device. See the attached Purple VRI QuickGuide for more information. This solution can be used with the following existing customer equipment.

- PC laptops running Windows 7 or higher (with webcam/speakers)
- MacBook running OS X 10.6 or higher
- iPad 2 or above
- Android tablets
- iPhone 5 or above
- Android phones

Because VRI calls are staffed through our VRS call centers, our entire IT team is focused on maintaining the highest level of video quality. Purple's Premier Support team is ready to problem solve any connection issues that may occur. Should a single center lose power or internet capabilities, all incoming VRI needs will be routed to the Centers with full coverage.

Purple VRI Polices:

- VRI calls are billed monthly and include a call detail report
- VRI calls are billed per session minute (call connect to call termination)
- 5 Minute minimum per call
- Calls are rounded to the next minute
- Payment terms are Net 30 days

Purple Video Relay Service (VRS)

Purple Communications and its affiliated company ZVRS are the second largest provider of VRS phone service accessibility between deaf and hearing people.

Purple VRS provides the highest quality service to its customers:

- 24/7/365 service
- Average Speed of Answer of less than 10 seconds
- Operates 20 video centers in 5 time zones
- Provide ASL to English and ASL to Spanish service
- VRS is provided in FCC regulated and secure video locations
- Technical support available to set up and maintain service

Purple Interpreters are highly qualified and experienced

- Individually screened to ensure quality
- Strictly adhere to the RID code of professional conduct
- Receive customer service training
- Must pass a background check
- Interpreters receive annual FCC mandated training
- Extensive training regarding the maintenance of client confidentiality
- Take mandatory HIPAA training and conform to HIPAA Regulations

Purple VRS is available on a wide variety of customer devices including:

- PC
- Mac
- Android Phones
- iPhones
- Android Tablets
- iPads
- Most devices can be used for both VRS and VRI

Purple VRS features include:

- POP™ Integration
- One- and two-line voice carryover ([VCO](#))
- Superior video quality
- 3-Way Calling
- Chat function
- Call waiting
- PurpleMail™
- Purple ONE™ Number
- English or Spanish Interface

**Section 6
Rate Schedule**

Name of Firm/Individual: Purple Communications, Inc.

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Rates				
Language	In person	VRS Telephonic	Video	Transcription
American Sign Language	\$99/Hr	\$0/min	\$2.85/min	N/A
Acholi – Uganda, Sudan				
Afrikaans – South Africa, Namibia				
Akan – Ghana, Ivory Coast				
Akateko – Guatemala				
Albanian – Albania				
Algerian Arabic – Algeria				
Amharic – Ethiopia				
Arabic – Widely Distributed				
Armenian – Armenia				
Ashanti (Asante Twi) – Ghana				
Assyrian – Iraq				
Azerbaijani – Azerbaijan				
Azorean Portuguese – Azores Islands				
Bahnar – Vietnam				
Bahasa Indonesia (Indonesian) –Indonesia				
Bambara – Mali				
Belarusan – Belarus				
Bengali – Bangladesh, India				
Bosnian – Bosnia & Herzegovina				
Brazilian Portuguese – Brazil				
Bulgarian – Bulgaria				
Burmese – Myanmar (former Burma)				
Cambodian (Khmer) – Cambodia				
Cantonese – China				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>				
Catalan – <i>Andorra, Spain</i>				
Cebuano – <i>Philippines</i>				
Chaldean – <i>Iraq</i>				
Chamorro – <i>Guam</i>				
Chaozhou (Teochew) – <i>China</i>				
Chin – <i>Myanmar (former Burma)</i>				
Chinese (var. languages/dialects) – <i>China</i>				
Chuukese (Trukese) – <i>Micronesia</i>				
Croatian – <i>Croatia</i>				
Czech – <i>Czech Republic</i>				
Danish – <i>Denmark</i>				
Dari (Afgan Farsi) – <i>Afghanistan</i>				
Dene – <i>Canada</i>				
Dewoin – <i>Liberia</i>				
Dinka – <i>Sudan</i>				
Duala – <i>Cameroon</i>				
Dutch – <i>Netherlands</i>				
Egyptian Arabic – <i>Egypt</i>				
Estonian – <i>Estonia</i>				
Filipino (Tagalog) – <i>Philippines</i>				
Finnish – <i>Finland</i>				
Flemish – <i>Belgium</i>				
French – <i>Africa, Canada, France, Tunisia, et al.</i>				
French Creole – <i>Caribbean</i>				
Fukienese – <i>China</i>				
Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>				
Fuzhou – <i>China</i>				
Ga – <i>Ghana</i>				
Gen (Mina) – <i>Togo, Benin</i>				
German – <i>Germany</i>				
Gokana (Khana) – <i>Nigeria</i>				
Greek – <i>Greece</i>				
Gujarati – <i>India</i>				
Haitian Creole – <i>Haiti</i>				
Haka Burmese – <i>Myanmar (former Burma)</i>				
Hmong – <i>China, Vietnam, Laos</i>				
Hungarian – <i>Hungary</i>				
Hakka – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>				
Ibo (Igbo) – <i>Nigeria</i>				
Ilocano – <i>Philippines</i>				
Hebrew – <i>Israel</i>				
Hindi – <i>India</i>				
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>				
Iraqi Arabic – <i>Iraq</i>				
Italian – <i>Italy</i>				
Japanese – <i>Japan</i>				
Jarai – <i>Vietnam</i>				
Javanese – <i>Indonesia</i>				
Jordanian Arabic – <i>Jordan</i>				
Juba Arabic – <i>Sudan</i>				
Kanjopal (Q'anjob'al) – <i>Guatemala</i>				
Kannada – <i>India</i>				
Kapampangan – <i>Philippines</i>				
Karen (Pa'o, S'gaw) – <i>Myanmar (former Burma)</i>				
Kayah – <i>Myanmar (former Burma)</i>				
Khmer (Cambodian) – <i>Cambodia</i>				
Kinyarwanda – <i>Rwanda</i>				
Kirundi – <i>Burundi</i>				
Koho – <i>Vietnam</i>				
Korean – <i>Korea</i>				
Kpele – <i>Guinea, Liberia</i>				
Kurmanji (Northern Kurdish) – <i>Turkey</i>				
Kuwaiti Arabic – <i>Kuwait</i>				
Lao – <i>Laos</i>				
Latvian – <i>Latvia</i>				
Lebanese Arabic – <i>Lebanon</i>				
Lingala – <i>Congo, Republic of the</i>				
Lithuanian – <i>Lithuania</i>				
Luganda – <i>Uganda</i>				
Luo – <i>Kenya</i>				
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>				
Macedonian – <i>Macedonia</i>				
Malay – <i>Malaysia</i>				
Malayalam – <i>India</i>				
Malinke – <i>Senegal</i>				
Mam – <i>Guatemala</i>				
Mandarin – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – Senegal				
Marathi – India				
Marshallese – Marshall Islands				
Mayan [Akateko, Kanjobal] – Guatemala, Mexico				
Mien – China, Laos, Thailand				
Mina (Gen) – Togo, Benin				
Minangkabau – Indonesia				
Mixteco Alto – Mexico				
Mixteco Bajo – Mexico				
Mnong – Vietnam				
Mongolian – Mongolia				
Moroccan Arabic – Morocco				
Nahuatl – Mexico				
Navajo – U.S.A.(Southwest)				
Nepalese – Nepal, India				
Nuer – Sudan				
Oromo – Ethiopia				
Palestinian Arabic – Israel, Jordan				
Pangasinan – Philippines				
Papiamentu – Netherlands Antilles				
Pashto (Pushto) – Pakistan, Afghanistan				
Portuguese Creole (Cape Verdean) – Cape Verde				
Persian (Farsi) – Afghanistan, Iran, Iraq, Pakistan				
Russian – Russia				
Samoan – Samoa				
Polish – Poland				
Portuguese – Portugal, Brazil, et al.				
San Miguel – Mexico				
Santa Eulalia – Guatemala				
Saraiki – Pakistan, India				
Serbian – Serbia, Montenegro				
Serbo-Croatian – Balkans				
Shanghainese – China				
Sichuan (Szechuan) – China				
Sinhalese – Sri Lanka				
Slovak – Slovakia				
Somali – Somalia				
Soninke (Serahule) – Mali				
Sorani (Central Kurdish) – Iraq				
Spanish – Spain, Latin America, et al.				

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>				
Susu – <i>Guinea</i>				
Swahili – <i>Kenya, Somalia, Tanzania,</i>				
Swedish – <i>Sweden</i>				
Syrian Arabic – <i>Syria</i>				
Tagalog (Filippino) – <i>Philippines</i>				
Tai Dam – <i>Vietnam</i>				
Taiwanese – <i>Taiwan</i>				
Tamil – <i>India</i>				
Telugu – <i>India</i>				
Teochew (Chaozhou) – <i>China</i>				
Thai – <i>Thailand</i>				
Tibetan – <i>China</i>				
Tigrigna (Tigrinya) – <i>Ethiopia,</i> <i>Eritrea</i>				
Toishanese – <i>China</i>				
Tongan – <i>Tonga</i>				
Trukese (Chuukese) – <i>Micronesia</i>				
Tunisian Arabic – <i>Tunisia</i>				
Turkish – <i>Turkey</i>				
Twi – <i>Ghana</i>				
Tzotzil – <i>Mexico</i>				
Ukrainian – <i>Ukraine</i>				
Urdu – <i>Pakistan, India</i>				
Vietnamese – <i>Vietnam</i>				
Wolof – <i>Senegal</i>				
Xhosa – <i>South Africa</i>				
Yemeni Arabic – <i>Yemen</i>				

Purple Customer References

Purple has been a provider of onsite ASL services Center for Childhood Deafness and Hearing Loss, which is the Washington State Agency that includes the Washington School for the Deaf. Service are performed for the Residential and outreach programs for Deaf and Hard of Hearing youth ages birth through 21 post-secondary training programs. Interpreting needs range from classroom activities to medical, mental health, business meetings, emergency, guests, staff meetings, special events.

Purple has the capacity to provide large scale services to its customers. Purple has provided interpreting services to large school districts such as the Burbank California Unified School District with over 4000 interpreting assignments since 2009.

Center for Childhood Deafness and Hearing Loss - Onsite

611 Grand Blvd
Vancouver, WA 98661
Catherine Thomas
Supervisor of Interpreting Services
Catherine.thomas@cdhl.wa.gov
Interpreting Department
Washington School for the Deaf
Catherine.thomas@cdhl.wa.gov
(360)608-3856 Cell
(360) 524-0796 VP

Clackamas Community College - Onsite

Christina Bruck
Disabilities Coordinator
Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045
Christina.bruck@clackamas.edu
503-594-3181

Clackamas County Sheriff's Office – VRI+VRS

Lieutenant Todd Rollins
2206 Kaen Road
Oregon City, OR 97045
Wk. 503-722-6702
Cell 503-936-2548
toddrol@co.clackamas.or.us

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: Purple Communications, Inc., a Delaware Corporation
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**** (f)** That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

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

** Note: Purple does not accept the 1 hour onsite interpreter minimum in section 3.3.1. Purple onsite assignments are subject to a 2 hour minimum. Purple will only provide VRS/VRI service but not equipment.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

[] Resident Bidder, as defined in ORS 279A.120

[x] Non-Resident Proposer, Resident State Delaware

Oregon Business Registry Number Oregon Tax ID: 1362849-8.

Contractor's Authorized Representative

Signature:  Date: 5/15/18
Name: Michael Amsterdam Title: Director of Contracts
Firm: Purple Communications, Inc.
Address: 595 Menlo Drive
City/State/Zip: Rocklin, CA 95765 Phone: (916) 274-8449
e-mail: contracts@purple.us Fax: 916-435-8732

Contract Manager:

Name Michael Amsterdam Title: Director of Contracts
Phone number: 916-274-8449
Email Address: contracts@purple.us



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between The Immigrant and Refugee Community Organization ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: The Immigrant and Refugee Community Organization

Address: 10301 NE Glisan Street, Portland, OR 97220

Contractor Contract Administrator: Lee Po Cha

Phone No.: 971-271-6400

Email: LeeC@irco.org

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** 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 by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** 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. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in 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: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) 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 performance. 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.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) 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; (C) 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 (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

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

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

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

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

[Signature Page Follows]

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

The Immigrant and Refugee Community
Organization
10301 NE Glisan Street
Portland, OR 97220

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Entity Type / State of Formation

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

CONSIDERATION

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
RFP #2017-87 Interpreter Services



REQUEST FOR PROPOSALS #2017-87

FOR

Interpreter Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Abigail Churchill
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 16, 2018

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....April 24, 2018
Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, Churchill@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

3.3. SCOPE OF WORK

3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

Certifications:

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

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

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Section 6 Rate Schedule

Name of Firm/Individual: _____

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: _____

Are you willing to accept long term assignments? _____

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language				
Acholi – <i>Uganda, Sudan</i>				
Afrikaans – <i>South Africa, Namibia</i>				
Akan – <i>Ghana, Ivory Coast</i>				
Akateko – <i>Guatemala</i>				
Albanian – <i>Albania</i>				
Algerian Arabic – <i>Algeria</i>				
Amharic – <i>Ethiopia</i>				
Arabic – <i>Widely Distributed</i>				
Armenian – <i>Armenia</i>				
Ashanti (Asante Twi) – <i>Ghana</i>				
Assyrian – <i>Iraq</i>				
Azerbaijani – <i>Azerbaijan</i>				
Azorean Portuguese – <i>Azores Islands</i>				
Bahnar – <i>Vietnam</i>				
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>				
Bambara – <i>Mali</i>				
Belarusan – <i>Belarus</i>				
Bengali – <i>Bangladesh, India</i>				
Bosnian – <i>Bosnia & Herzegovina</i>				
Brazilian Portuguese – <i>Brazil</i>				
Bulgarian – <i>Bulgaria</i>				
Burmese – <i>Myanmar (former Burma)</i>				
Cambodian (Khmer) – <i>Cambodia</i>				
Cantonese – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>				
Catalan – <i>Andorra, Spain</i>				
Cebuano – <i>Philippines</i>				
Chaldean – <i>Iraq</i>				
Chamorro – <i>Guam</i>				
Chaozhou (Teochew) – <i>China</i>				
Chin – <i>Myanmar (former Burma)</i>				
Chinese (var. languages/dialects) – <i>China</i>				
Chuukese (Trukese) – <i>Micronesia</i>				
Croatian – <i>Croatia</i>				
Czech – <i>Czech Republic</i>				
Danish – <i>Denmark</i>				
Dari (Afgan Farsi) – <i>Afghanistan</i>				
Dene – <i>Canada</i>				
Dewoin – <i>Liberia</i>				
Dinka – <i>Sudan</i>				
Duala – <i>Cameroon</i>				
Dutch – <i>Netherlands</i>				
Egyptian Arabic – <i>Egypt</i>				
Estonian – <i>Estonia</i>				
Filipino (Tagalog) – <i>Philippines</i>				
Finnish – <i>Finland</i>				
Flemish – <i>Belgium</i>				
French – <i>Africa, Canada, France, Tunisia, et al.</i>				
French Creole – <i>Caribbean</i>				
Fukienese – <i>China</i>				
Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>				
Fuzhou – <i>China</i>				
Ga – <i>Ghana</i>				
Gen (Mina) – <i>Togo, Benin</i>				
German – <i>Germany</i>				
Gokana (Khana) – <i>Nigeria</i>				
Greek – <i>Greece</i>				
Gujarati – <i>India</i>				
Haitian Creole – <i>Haiti</i>				
Haka Burmese – <i>Myanmar (former Burma)</i>				
Hmong – <i>China, Vietnam, Laos</i>				
Hungarian – <i>Hungary</i>				
Hakka – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>				
Ibo (Igbo) – <i>Nigeria</i>				
Ilocano – <i>Philippines</i>				
Hebrew – <i>Israel</i>				
Hindi – <i>India</i>				
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>				
Iraqi Arabic – <i>Iraq</i>				
Italian – <i>Italy</i>				
Japanese – <i>Japan</i>				
Jarai – <i>Vietnam</i>				
Javanese – <i>Indonesia</i>				
Jordanian Arabic – <i>Jordan</i>				
Juba Arabic – <i>Sudan</i>				
Kanjool (Q'anjob'al) – <i>Guatemala</i>				
Kannada – <i>India</i>				
Kapampangan – <i>Philippines</i>				
Karen (Pa'o, S'gaw) – <i>Myanmar (former Burma)</i>				
Kayah – <i>Myanmar (former Burma)</i>				
Khmer (Cambodian) – <i>Cambodia</i>				
Kinyarwanda – <i>Rwanda</i>				
Kirundi – <i>Burundi</i>				
Koho – <i>Vietnam</i>				
Korean – <i>Korea</i>				
Kpele – <i>Guinea, Liberia</i>				
Kurmanji (Northern Kurdish) – <i>Turkey</i>				
Kuwaiti Arabic – <i>Kuwait</i>				
Lao – <i>Laos</i>				
Latvian – <i>Latvia</i>				
Lebanese Arabic – <i>Lebanon</i>				
Lingala – <i>Congo, Republic of the</i>				
Lithuanian – <i>Lithuania</i>				
Luganda – <i>Uganda</i>				
Luo – <i>Kenya</i>				
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>				
Macedonian – <i>Macedonia</i>				
Malay – <i>Malaysia</i>				
Malayalam – <i>India</i>				
Malinke – <i>Senegal</i>				
Mam – <i>Guatemala</i>				
Mandarin – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – <i>Senegal</i>				
Marathi – <i>India</i>				
Marshallese – <i>Marshall Islands</i>				
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>				
Mien – <i>China, Laos, Thailand</i>				
Mina (Gen) – <i>Togo, Benin</i>				
Minangkabau – <i>Indonesia</i>				
Mixteco Alto – <i>Mexico</i>				
Mixteco Bajo – <i>Mexico</i>				
Mnong – <i>Vietnam</i>				
Mongolian – <i>Mongolia</i>				
Moroccan Arabic – <i>Morocco</i>				
Nahuatl – <i>Mexico</i>				
Navajo – <i>U.S.A.(Southwest)</i>				
Nepalese – <i>Nepal, India</i>				
Nuer – <i>Sudan</i>				
Oromo – <i>Ethiopia</i>				
Palestinian Arabic – <i>Israel, Jordan</i>				
Pangasinan – <i>Philippines</i>				
Papiamentu – <i>Netherlands Antilles</i>				
Pashto (Pusho) – <i>Pakistan, Afghanistan</i>				
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>				
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
Russian – <i>Russia</i>				
Samoan – <i>Samoa</i>				
Polish – <i>Poland</i>				
Portuguese – <i>Portugal, Brazil, et al.</i>				
San Miguel – <i>Mexico</i>				
Santa Eulalia – <i>Guatemala</i>				
Saraiki – <i>Pakistan, India</i>				
Serbian – <i>Serbia, Montenegro</i>				
Serbo-Croatian – <i>Balkans</i>				
Shanghainese – <i>China</i>				
Sichuan (Szechuan) – <i>China</i>				
Sinhalese – <i>Sri Lanka</i>				
Slovak – <i>Slovakia</i>				
Somali – <i>Somalia</i>				
Soninke (Serahule) – <i>Mali</i>				
Sorani (Central Kurdish) – <i>Iraq</i>				
Spanish – <i>Spain, Latin America, et al.</i>				

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>				
Susu – <i>Guinea</i>				
Swahili – <i>Kenya, Somalia, Tanzania,</i>				
Swedish – <i>Sweden</i>				
Syrian Arabic – <i>Syria</i>				
Tagalog (Filippino) – <i>Philippines</i>				
Tai Dam – <i>Vietnam</i>				
Taiwanese – <i>Taiwan</i>				
Tamil – <i>India</i>				
Telugu – <i>India</i>				
Teochew (Chaozhou) – <i>China</i>				
Thai – <i>Thailand</i>				
Tibetan – <i>China</i>				
Tigrigna (Tigrinya) – <i>Ethiopia,</i> <i>Eritrea</i>				
Toishanese – <i>China</i>				
Tongan – <i>Tonga</i>				
Trukese (Chuukese) – <i>Micronesia</i>				
Tunisian Arabic – <i>Tunisia</i>				
Turkish – <i>Turkey</i>				
Twi – <i>Ghana</i>				
Tzotzil – <i>Mexico</i>				
Ukrainian – <i>Ukraine</i>				
Urdu – <i>Pakistan, India</i>				
Vietnamese – <i>Vietnam</i>				
Wolof – <i>Senegal</i>				
Xhosa – <i>South Africa</i>				
Yemeni Arabic – <i>Yemen</i>				



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REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #1
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

End of Addendum #1



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REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #2
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

Scope of Work

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

End of Addendum #2



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REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #3
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

End of Addendum #3

**EXHIBIT B
CONTRACTORS RESPONSE**

5.2. PROPOSER'S GENERAL BACKGROUND AND QUALIFICATIONS

Description of the firm.

The Immigrant and Refugee Community Organization (IRCO) is a multi-ethnic, multi-lingual community based nonprofit agency. IRCO targets barriers to self-sufficiency, helping individuals and families thrive by providing more than 200 culturally and linguistically specific social services, from employment, vocational training and English language learning, to community development, early childhood and parenting education, youth academic support, and gang prevention.

Founded in 1977, IRCO's International Language Bank (ILB) has built a strong customer-base of over 300 community, government, social service, and business organizations throughout Oregon. We specialize in providing culturally appropriate multilingual services for legal, medical, and social service organizations in refugee and immigrant languages, many of which are languages in which few qualified translators and interpreters exist. ILB staff is certified and experienced in over 200 languages and dialectics. Our team consists of 16 full time staff and over 400 local subcontractors. Our subcontractors are professional, in-person certified interpreters and translators from over 56 ethnic backgrounds; 85% of whom are immigrant and refugee residents of Portland. This size and diversity ensures the quality and quantity of our interpretation and translation services. We maintain a solid customer-base who are pleased with the quality of the services we provide and voice their appreciation of our straightforward communication, affordability, and level of individualized attention to each request.

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

The following ILB staff will work directly with the County Requestors for each engagement, including scheduling, billing, and delivery of services. Each member will personally maintain strong relationships, trust, and facilitate open communication in a manner that meets or exceeds County expectations.

- **Vanloeun Ping**, ILB Department Manager, will be the lead IRCO representative in contract negotiation under this RFP. Ms. Ping will also be responsible for assessing if Clackamas County's business goals are being accomplished within the established timeframes.
Ms. Ping holds an MA in Business Administration and brings over 16 years of experience working with local ethnic communities in various capacities within IRCO, including interpretation and translation in Cambodian for ILB. Ms. Ping is the first Cambodian Qualified Medical interpreter in the State of Oregon, an active council member on the Oregon Health Authority's Council of Health Care Interpreters, as well as a chairperson on the Oregon Health Care Interpreter Education/Training committee.
- **Martha Ortega**, Scheduler, will be the primary person responsible for scheduling on-site appointments. Ms. Ortega will provide in-person and telephonic interpretation support for the County Requestors. Ms. Ortega has completed the State Approved

Medical training and passed the National written Medical Exam Certification in Spanish.

- Rebecca Pedrazzi, Lead Translation Project Manager, will be the primary contact for translation projects and responsible for accounting processes (invoicing, billing, and payroll) for all translation projects for the County.
Ms. Pedrazzi holds a Bachelor of Arts with a double major in History and Hispanic Studies. She has 8 years of experience in ILB translation and interpretation services.
- Gemma Comito, Communication Specialist, will be the primary person responsible for navigating and maintaining close communication with Clackamas County using our remote telephonic interpretation services.
Ms. Comito holds a B.A. in Linguistics, with additional concentrations in Arabic and Sociology from Hofstra University. She is fluent in numerous languages/dialects such as Arabic, Spanish, Azerbaijani, Catalan, and Python.
- Anna Ocampo, Spanish Medical and Legal Certified Interpreter, will be one of our certified interpreters.
Ms. Ocampo holds a Bachelor of Science degree. She is Oregon medical/legal certified and Washington DSHS certified, and is certified with the National Board of Certification for Medical Interpreters. She has exceptional knowledge of both consecutive and simultaneous interpreting skills.

All of IRCO's ILB interpreters, translators, and proofreaders are bilingual/bicultural and fluent in language(s) in which they provide services. Some of them hold different levels of certification or qualification in several services categories including Oregon Court Certified, Court Qualified, Medical Certified, Medical Qualified, Federal Court Certified, or certified by National Board of Healthcare Interpreter Program and Commission of Certification in Healthcare Interpreter (CCHI.) For our ASL interpreters, ILB only contracts with those who are licensed/registered through the National Association of Deaf (<https://www.nad.org/>).

Description of providing similar services to public entities of similar size within the past five (5) years.

ILB has over 20 years of experience providing services to local County agencies, including several departments in Clackamas County, such as Clackamas County Behavioral Health Division and Clackamas County Children's Commission. We match interpreters, translators and proofreaders for specific projects according to their relevant experience and skill with subject matter. Over the course of working with each customer, we have built a team of interpreters and translators who are familiar with the customers' terminology and business style, a vital aspect in serving our clients and customer base. Approximately 85% of ILB's business comes through government contracts to do the type of work specified in the RFP such as: specific activities for clinics, education classes, juries, classes for teen parents, and general County business including but not limited to meetings, events, and translation of documents for public communication materials. Our ample experience serving local County agencies means we can provide potential Clackamas County customers reliable and consistent interpretations and translations for the targeted communities they serve.

ILB has ongoing contracts in translation, ASL, in-person, telephonic, and video

conferencing interpretation services with numerous community partners of similar size doing similar work. The list of public entities served in the last 5 years with comparable size and services to those outlined in the RFP includes: Oregon Department of Human Services, Vocational Rehabilitation, Clackamas Women's Services, Clackamas Educational Services Division, Clackamas County Family Court Services, Oregon City School Districts, Social Security, Lutheran Community Services, City of Canby, and Milwaukie Police Department. The long term consistency and rate at which ILB contracts with public entities attests to the quality of the services we can provide to Clackamas County. As a result of these contracts, ILB has been able to expand and strengthen its scope of services. Since 2015, ILB has increased our in-person service capacity from 1,000 appointments to more than 4,000 appointments per month, and from 2,000 minutes to 35,000 minutes per month for telephonic interpretation services with a minimal connection time. ILB's pattern of growth and quality demonstrates the capacity of ILB to easily accommodate the increased volume of requests that may be received under this RFP.

Description of the firm's ability to meet the requirements in Section 3.

ILB can meet all requirements of Section 3 – Scope of Work to provide services for a five year contract term expiring June 30, 2023 for a total contract value that is not-to-exceed \$1,250,000.000. We can provide all labor, material, equipment and supplies necessary to provide all interpreter services outlined in this RFP. Our in-house staff has extensive experience providing quality in both telephonic and in-person interpretation and translation services for all spoken and sign languages specified under this RFP. The size and diversity of our contracted interpreters/translator ensures the quality, availability, and quantity of interpreters and language translation, signing, and document transcription/translation services to be delivered in a timely, accurate, complete, correctly formatted, and culturally appropriate manner.

Our interpretation and translation services meet or exceed the requirements of Section 3. All of our standard, qualified and certified interpreters are specialists in either medical, legal, education, social services, and ASL services. Our staff's combined experience working in the local justice systems, health care systems, human services, library system, elections, and various other County services, highlights the skill set ILB can provide in this contract. Furthermore, ILB provides high quality translation for a variety of documents typically used by the County such as brochures, letters, pamphlets, fliers, and services survey forms. On a monthly basis, our Translation Coordinators manage 140 projects at a time, taking on responsibilities such as: preparing files for assignment and assigning projects, tracking project progress and costs, managing revisions, ensuring compliance with final output requirements, managing multiple timelines, confirming details and technical specifications with customers and translators, managing unit response to changes in customer requests and deadlines, performing final quality control procedures, maintaining organized records of work performed, and invoicing. Each team member possesses advanced skill sets including proficiency in the use of the Microsoft Office Suite, database operation, secure email usage, and Internet file transmission. Additionally, team members handling translation work are skilled operators of computer-aided translation tools, such as SDL Trados, to better assist our customers.

ILB can agree to and accommodate additional terms and conditions as mandated by State, Federal or County Requirements per each engagement, as well as additional guidelines specified by funding sources and departmental needs. As discussed above, IRCO's ILB has over

20 years of experience contracting with local County-level agencies. All of our contractors who provide on-site interpretation services have passed the criminal background checks prior to the first day of work and are thoroughly trained on HIPAA policy, code of ethics, cultural competency, certification requirements, the use of County terminologies, and required administrative procedures of County business practices.

We can assure **smooth coordination and communication with the County Requestor that follows all stipulations outlined in the scope of work, sec. 3.3.1, para 3**. Our staff is up-to-date on all best practices regarding correspondence, organization, service rules, service delivery practices, and billing requirements (including billing third party entities directly). From the initial request to final invoicing, the ILB Scheduler and Project Coordinators will manage interpretation and translation projects with open and regular communication to establish trust and build a relationship with the customer. Once staff have received a request from the County requester, we assign the document or appointment to our linguist team to determine who would best fit the needs of the County business and the intended Limited English Proficiency target audience. Our staff will respond immediately to confirm the appointment details so we can provide the best contractor for the request. Our confirmation will include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information. Confirmations will be received to the county requestor within 24 hours of request. Additionally, customers may request interpreters through our customized database system, available through IRCO ILB's secure website. Our automated database system decreases wait time for services confirmation and ensures timely invoicing and accurate records for Clackamas County Departments and Districts.

We can invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber), and any other pertinent notes. Our billing and reporting is generated via a customized database system. This database system tracks all oral and phone interpretation and translation projects, generates invoices, reports, and distributes them at the request of customers. ILB staff has experience tracking and maintaining accurate monthly records of multiple County Divisions/Districts including date, time, location, language services used, type of services (in-person, telephonic, video, translation), and any important billing notes. We can also customize billing questions based on each County's Department/ District billing requirements. If any special report is needed, ILB has the ability to process that request and send it electronically in common formats such as Excel and/or PDFs.

Our on-demand telephonic and video conferencing services use a technology that goes above and beyond industry best practices for paperless interpretation forms. **Telephonic interpretation utilizes a land line to maintain the integrity of the connection**. However, callers can use their cellphone if necessary. ILB's system uses a **high-quality Video Remote Interpreting and Video Relay Service ("VRI/VRS") available from multiple platforms – PC/MAC/Android/iOS technologies for remote "mobile" interpreting**. Our subcontractor uses the newest technology for Video Sign Language Interpreting (VSLI) with accommodations for the Deaf Community and complying with ADA and HIPAA regulations. ILB strengthens its wireless remote technologies to prevent any dropped calls during telephonic/remote interpretation. The backbone of IRCO's network is a 100 megabit fiber connection, provided by Comcast. This securely connects IRCO locations and provides superior audio and video quality for all agency communications. IRCO also

utilizes the sonicwall appliance for the agency firewall that provides Quality of Service (QOS).

Description of what distinguishes the firm from other firms performing a similar service.

The key to ILB's success is our unique position in the community under the arms of a community-driven non-profit like IRCO. IRCO is the first stop for most refugees calling Oregon their new home. Every day, **IRCO's ILB has a direct link to Oregon's immigrant and refugee communities**, and works broadly with multinational and multicultural staff to handle oral interpretations and written translations for numerous Limited English Proficiency clients. ILB staff has the opportunity to be individually mentored by IRCO's diverse staff who understand the strengths and challenges of immigrant and refugee communities, and can offer strategies or suggestions on ways to address cultural and linguistic barriers. **Extensive cultural competency training** is required of all IRCO staff on a quarterly basis. These trainings keep ILB staff up to date on topics such as refugee arrival trends, intercultural communication strategies, conflict resolution, social norms, and the best recommendations to address cultural and linguistic barriers on cultural specifics. This gives ILB an opportunity to maintain **community ties and cultural sensitivity in providing legal, healthcare, and social interpretation and translations services** to meet the specific needs of immigrant and refugee populations. This unique capacity allows ILB to maintain best practices for behaviors, attitudes, and policies to work effectively in cross-cultural settings and thus produce better outcomes for all the services we provide.

IRCO's ILB is distinct in that **all the proceeds of ILB goes directly toward supporting IRCO's mission**. As a community based non-profit organization, IRCO's mission is to promote the integration of refugees, immigrants, and the community at-large into a healthy and inclusive multi-ethnic society. Proceeds will be reinvested into the community through IRCO's 200+ culturally specific and responsive programs. Last year alone, IRCO programs engaged nearly 32,000 diverse community members to promote self-sufficiency and long-term community success. IRCO's work is guided by and carried out through the leadership, knowledge, and cultural and linguistic capacity of people hired from within the diverse communities we serve—a multilingual, multicultural management and workforce comprised of over 500 staff who collectively speak 98 languages and represent 73 ethnicities— 72% of whom came to the U.S. as immigrants or refugees.

Superior supervisor to contractor ratios allows ILB to provide **hands-on oversight and in-service training**. Unlike many translation and interpretation firms who attempt to increase profit by accessing wider pools of contractors abroad who often are not familiar with the vocabulary and usage of U.S./Oregonian speakers, our contractors are bilingual/bicultural and vitally connected to the communities that Clackamas County would reach under this contract. ILB works with each professional on a personal level, which is made possible with our **14/400 ratio** (number of staff to number of language professionals). The first person to interact with potential interpreters is ILB manager, Vanloeun Ping. From a preliminary interview, testing on medical and legal terminology, and periodic trainings, ILB's primary goal is to provide knowledgeable and well-trained contractors for language services.

ILB benefits from **strong cost control and organizational management structures within IRCO**. The ILB Team has the support of IRCO's Administrative Team which includes Fiscal Management to provide fiscal oversight; Human Resources Management for staff recruitment, hiring and training; Communications and Development Team offering program evaluation and both sustained and enhanced funding; and IT to provide network technical support. These cost

control benefits give ILB the ability to maintain and be in compliance with federal, state, county, city, school district rules and regulations regarding independent audits and contract management, which ensures strong performance and accountability. ILB is able to bring this supportive cost control and organizational management structures of a larger non-profit to increase efficiency in the cost of services. Furthermore, many of the professional linguists acknowledge IRCO as a non-profit with a vital role in engaging underserved communities and offer to work at reduced rates.

Another distinct feature of ILB is our **prioritization of training and professional development opportunities** to our employees and sub-contractors, ensuring a standard of service that exceeds the requirements of this RFP. For example, IRCO piloted a project funded by the U.S. Office of Public Health's Office of Minority Health to develop and conduct in-house trainings for health care interpreters, using a solid core curriculum developed in cooperation with Portland Community College. Interpreters developed their skills in line with the principles and values of the National Council on Interpreting in Health Care's Code of Ethics and Standards of Practice. More importantly, as an Immigrant and Refugee Services provider, **IRCO plays a leadership role in guiding policy and direction of Oregon certified and qualified healthcare interpreters.** ILB Manager, Ms. Ping, serves as a council member of the Oregon Council of Health Care Interpreters, advising on administrative rules and policy standards in response to the changing needs of Oregon's increasingly diverse population. She is actively involved in outreach and advocacy for our interpreters and community members to attain Oregon healthcare certification and/or qualification. Furthermore, all of our interpreters are fully encouraged to participate in on-going trainings provided by the State Approved training programs.

5.3 SCOPE OF WORK

Proposers are required to attach Section 6, spreadsheet of languages spoken and written/mode of delivery /in person, telephonically or written translation services.

Please refer to the attached IRCO's Language List for more than 200 languages that are currently available.

Provide detailed project approach to execute these services.

IRCO's ILB in-person/remote Interpretation and Translation services are available twenty-four hours a day, seven days a week, and three hundred and sixty five days a year (24/7/365). Our regular business hours are Monday through Friday, 7:30 a.m. to 6:00 p.m., excluding federal holidays.

In-Person Interpretation requests can be placed via telephone, fax, or preferably by email.

Email: interpretation@ircoilb.org

Telephone: (503) 234-0068

Fax: (503) 233-4724

ILB prefers 24 hours-notice to arrange an interpreter. However, we are always willing to work with the County's deadlines to accommodate short-notice and emergency requests. ILB staff personally assists with the appointment set-up process and keeps the County Requestor informed about the status of their request(s). Our confirmation will include the name of the County

Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary.

On-demand Telephonic/Video Interpretation requests. The customer will dial our dedicated number or log in to your account (video remote interpreting) and a live agent will identify the customer code, language need, and connect to a qualified interpreter in seconds. We have the capacity to respond immediately to inquiries, including but not limited to the following County Sheriff's Department, District Attorney's Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units. Our commitment is to over 95% of all calls answered within 30 seconds. Connection time varies by language, with languages that are most frequently requested typically experiencing a lower connection time. To date, **we have surpassed expectations with an average connection time for all languages being 16 seconds and 9 seconds for Spanish.**

As for any issues regarding in-person and/or remote interpretation services, we will respond the day-of and continue to update the requester with the resolution. For any monthly billing issues for translation and interpretation, the ILB billing coordinators will respond and resolve the issue within 24 hours of contact of the County's requests.

Written Translation requests. Translation requests are accepted during regular business hours and include the following specific steps:

1. County requester submits source files/documents to IRCO's email at translation@ircoilb.org. Include the files to be translated, plus the following:

- Target language(s) – e.g. Spanish, Chinese (simplified characters), Burmese.
- Formatting requirements – e.g. InDesign (including version, e.g. CS6, CC), PDF, Word
- Delivery requirements – e.g. express turnaround, project deadline.
- Target audience – e.g. youth, seniors, new arrivals, established communities.
- Special requests, if any.

ILB prefers to receive a source file along with a PDF. If staff or community members need to review the translation, we ask that customers tell us that before the process begins. We tailor the translation process to include the client review.

2. IRCO makes a quote

IRCO/ILB will analyze the source document(s). IRCO Project Managers will confirm receipt as soon as possible after receiving the request and provide a quote within one business day, or less if possible.

- We will read through the entire document and ask questions, if any.
- If possible, we will analyze the file using our translation memory software, checking for previously translated and repetitive text.
- Based on this analysis, we will provide an estimated cost and turnaround time, which will include translation, proofreading, QA, and, if necessary or requested, desktop publishing.

3. County requester accepts the quote and IRCO begins the project

Once IRCO receives written or verbal confirmation that the price and timeline are acceptable, we will begin the project. IRCO Project Managers will select a regionally local translator and proofreader for the project and assign the project to them. All translators employed by IRCO are native speakers of the target language. We choose translators whose style is a good fit for the target audience, and, if possible, we choose translators who are based in the Pacific Northwest.

4. Project review, client review, and layout

Once the project comes back from our translator and proofreader, IRCO ILB staff will review the files for completeness and accuracy, asking questions of the translator if necessary.

Quality Assurance Protocol: IRCO ILB's standards for accuracy related to our translation procedure includes a primary translator, a separate contractor for proofreading, and a secondary IRCO project manager to review all deliverables before they are sent to the County requester. If desktop publishing is requested, at least five IRCO ILB staff members review the translation before it's delivered to the County requester. To better anticipate any issues impacting final delivery, the translation project manager ensures the English text is properly vetted at the beginning of project (e.g. issues such as avoiding acronyms, rhymes, puns or jargon, or making sure the intended reading level register is appropriately reflected in the source language).

5. Deliverable: IRCO delivers the translations and invoice

IRCO ILB will deliver the final translated document(s) in the requested source format (MS Word, InDesign, etc.) and print ready PDF deliverable to the County requester along with our invoice.

Provide a timeline for your services

Clackamas County has established all accounts (in-person and remote interpretation) with us already. ILB can use existing accounts for the new contract year and begin services at earliest convenience.

A detailed timeline of each language service request can be found above in service execution response (see 5.3, question 2). Services are available 24/7/365. For any issues that arise regarding a request, we will respond that day. A brief summary of major timelines per type of request follows:

In-person: 24 hour notice is preferred.

On-demand Telephonic/Video Interpretation requests: 95% of all calls are answered within 30 seconds. Connection time varies by language, average connection time for all languages being 16 seconds and 9 seconds for Spanish.

Written translation requests: Project completion time varies by request. Receipt of request will be confirmed as soon as possible and followed by a quote within one business day or less.

5.4 FEES – COMPLETE THE ATTACHED FEE SCHEDULE, SECTION 6.

Please refer to the attached Fee Schedule, Section 6. The fee schedule aligns with Addendum #3’s language to allow hourly (in-person), per minute (telephonic or video), or per word basis (transcription) rates.

5.5 REFERENCES

Provide three (3) references from similar clients in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

Name of Organization	References
<u>Oregon Department of Human Services</u> (over 20 years of service with this client)	Nicholas Kern NICHOLAS.M.KERN@dhsosha.state.or.us Tel: (503) 269-7190 3421 Del Webb Ave. NE, Salem, OR 97201.
<u>Clackamas County Behavioral Health Division</u> (in-person and telephonic interpretation since 2016)	Elizabeth Wintczak EWintczak@co.clackamas.or.us Tel: (503) 742-5378 998 Library Ct, Oregon City, OR 97045.
<u>Multnomah Early Childhood Program</u> (On-site and telephonic interpretation for IEP meetings, evaluations, and home visits for over 15 years.)	Lisa Grotting lisa_grotting@ddsd40.org Tel: (503) 256-6500 x 4621 5208 NE 122 nd , Portland, OR 97230.

5.6 COMPLETED PROPOSAL CERTIFICATION (SEE THE BELOW FORM)

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: Immigrant and Refugee Community Organization, 501(c)(3) nonprofit
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:


- (a)** That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b)** The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c)** The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d)** That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e)** That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f)** That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g)** That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i)** That the Proposer is legally qualified to contract with the County.
- (j)** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____  Date: 5/15/2018

Name: Lee Po Cha Title: Executive Director

Firm: Immigrant and Refugee Community Organization

Address: 10301 NE Glisan St

City/State/Zip: Portland, OR, 97220 Phone: (971) 271-6400

e-mail: LeeC@irco.org Fax: _____

Contract Manager:

Name Lee Po Cha Title: Executive Director

Phone number: 971-271-6400

Email Address: LeeC@irco.org

Section 6 Rate Schedule

Name of Firm/Individual: IRCO

Certification(s): X Medical X Legal X General X American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? X Yes

Are you willing to perform third party billing? X Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates						
	In person* (per hour)			Telephonic		Video	Transcription*** (per word)
	Medical **	Legal **	General	(Minute)	(Hourly Estimate)	(Hourly Estimate)	
American Sign Language (ASL)**	89	99	89			150	
Acholi – Uganda, Sudan			45	1.16	69	120	
Afrikaans – South Africa, Namibia				1.16	69	120	
Akan – Ghana, Ivory Coast				1.16	69	120	
Akateko – Guatemala				1.16	69	120	
Albanian – Albania			45	1.16	69	120	\$.18 - \$.28
Algerian Arabic – Algeria			45	1.16	69	120	
Amharic – Ethiopia			45	1.16	69	120	\$.18 - \$.28
Arabic – Widely Distributed	55		45	1.16	69	120	\$.18 - \$.28
Armenian – Armenia			45	1.16	69	120	\$.18 - \$.28
Ashanti (Asante Twi) – Ghana				1.16	69	120	
Assyrian – Iraq			45	1.16	69	120	\$.18 - \$.28
Azerbaijani – Azerbaijan				1.16	69	120	\$.18 - \$.28
Azorean Portuguese – Azores Islands						120	
Bahnar – Vietnam						120	
Bahasa Indonesia (Indonesian)				1.16	69	120	
Bambara – Mali				1.16	69	120	\$.18 - \$.28
Belarusan – Belarus				1.16	69	120	\$.18 - \$.28
Bengali – Bangladesh, India			45	1.16	69	120	\$.18 - \$.28
Bosnian – Bosnia & Herzegovina			45	1.16	69	120	\$.18 - \$.28
Brazilian Portuguese – Brazil			45	1.16	69	120	\$.18 - \$.28
Bulgarian – Bulgaria			45	1.16	69	120	\$.18 - \$.28
Burmese – Myanmar (former Burma)	55		45	1.16	69	120	\$.18 - \$.28
Cambodian (Khmer) – Cambodia	55		45	1.16	69	120	\$.18 - \$.28
Cantonese – China	55		45	1.16	69	120	\$.18 - \$.28
Cape Verdean (Portuguese Creole)			45	1.16	69	120	
Catalan – Andorra, Spain			45	1.16	69	120	\$.18 - \$.28
Cebuano – Philippines				1.16	69	120	

Chaldean – Iraq				1.16	69	120	
Chamorro – Guam				1.16	69	120	\$.18 - \$.28
Chaozhou (Teochew) – China			45	1.16	69	120	
Chin – Myanmar (former Burma)			45	1.16	69	120	\$.18 - \$.28
Chinese (var. languages/dialects) –			45	1.16	69	120	\$.18 - \$.28
Chuukese (Trukese) – Micronesia			45	1.16	69	120	\$.18 - \$.28
Croatian – Croatia			45	1.16	69	120	\$.18 - \$.28
Czech – Czech Republic			45	1.16	69	120	\$.18 - \$.28
Danish – Denmark			45	1.16	69	120	\$.18 - \$.28
Dari (Afgan Farsi) – Afghanistan			45	1.16	69	120	\$.18 - \$.28
Dene – Canada						120	
Dewoin – Liberia						120	
Dinka – Sudan				1.16	69	120	
Duala – Cameroon						120	
Dutch – Netherlands			45	1.16	69	120	\$.18 - \$.28
Egyptian Arabic – Egypt			45	1.16	69	120	\$.18 - \$.28
Estonian – Estonia				1.16	69	120	
Filipino (Tagalog) – Philippines			45	1.16	69	120	\$.18 - \$.28
Finnish – Finland			45	1.16	69	120	\$.18 - \$.28
Flemish – Belgium			45	1.16	69	120	\$.18 - \$.28
French – Africa, Canada, France,			45	1.16	69	120	\$.18 - \$.28
French Creole – Caribbean			45	1.16	69	120	\$.18 - \$.28
Fukienese – China			45	1.16	69	120	
Fulani (Fulfulde, Fula) – Cameroon,				1.16	69	120	\$.18 - \$.28
<i>Nigeria, Senegal</i>			45	1.16	69	120	\$.18 - \$.28
Fuzhou – China			45	1.16	69	120	
Ga – Ghana				1.16	69	120	
Gen (Mina) – Togo, Benin				1.16	69	120	
German – Germany			45	1.16	69	120	\$.18 - \$.28
Gokana (Khana) – Nigeria				1.16	69	120	
Greek – Greece			45	1.16	69	120	\$.18 - \$.28
Gujarati – India				1.16	69	120	\$.18 - \$.28
Haitian Creole – Haiti			45	1.16	69	120	\$.18 - \$.28
Haka Burmese – Myanmar (former			45	1.16	69	120	\$.18 - \$.28
Hmong – China, Vietnam, Laos			45	1.16	69	120	\$.18 - \$.28
Hungarian – Hungary			45	1.16	69	120	\$.18 - \$.28
Hakka – China			45	1.16	69	120	\$.18 - \$.28
Hausa – Niger, Nigeria				1.16	69	120	\$.18 - \$.28
Ibo (Igbo) – Nigeria				1.16	69	120	
Ilocano – Philippines				1.16	69	120	\$.18 - \$.28
Hebrew – Israel			45	1.16	69	120	\$.18 - \$.28
Hindi – India	55		45	1.16	69	120	\$.18 - \$.28
Indonesian (Bahasa Indonesia) –			45	1.16	69	120	\$.18 - \$.28
Iraqi Arabic – Iraq	55		45	1.16	69	120	\$.18 - \$.28

Italian – Italy			45	1.16	69	120	\$.18 - \$.28
Japanese – Japan	55		45	1.16	69	120	\$.18 - \$.28
Jarai – Vietnam				1.16	69	120	
Javanese – Indonesia				1.16	69	120	\$.18 - \$.28
Jordanian Arabic – Jordan			45	1.16	69	120	\$.18 - \$.28
Juba Arabic – Sudan			45	1.16	69	120	
Kanjobal (Q'anjob'al) – Guatemala				1.16	69	120	
Kannada – India				1.16	69	120	\$.18 - \$.28
Kapampangan – Philippines					69	120	
Karen (Pa'o, S'gaw) – Myanmar			45	1.16	69	120	\$.18 - \$.28
Kayah – Myanmar (former Burma)				1.16	69	120	
Khmer (Cambodian) – Cambodia	55		45	1.16	69	120	\$.18 - \$.28
Kinyarwanda – Rwanda			45	1.16	69	120	\$.18 - \$.28
Kirundi – Burundi			45	1.16	69	120	\$.18 - \$.28
Koho – Vietnam					69	120	
Korean – Korea	55		45	1.16	69	120	\$.18 - \$.28
Kpele – Guinea, Liberia					69	120	
Kurmanji (Northern Kurdish) –			45	1.16	69	120	
Kuwaiti Arabic – Kuwait			45	1.16	69	120	\$.18 - \$.28
Lao – Laos			46	1.16	69	120	\$.18 - \$.28
Latvian – Latvia				1.16	69	120	\$.18 - \$.28
Lebanese Arabic – Lebanon			45	1.16	69	120	\$.18 - \$.28
Lingala – Congo, Republic of the			45	1.16	69	120	
Lithuanian – Lithuania			45	1.16	69	120	\$.18 - \$.28
Luganda – Uganda				1.16	69	120	
Luo – Kenya				1.16	69	120	\$.18 - \$.28
Maay (Af Maay, Rahanween, Bantu)			45	1.16	69	120	
Macedonian – Macedonia				1.16	69	120	\$.18 - \$.28
Malay – Malaysia			45	1.16	69	120	\$.18 - \$.28
Malayalam – India				1.16	69	120	\$.18 - \$.28
Malinke – Senegal				1.16	69	120	\$.18 - \$.28
Mam – Guatemala				1.16	69	120	\$.18 - \$.28
Mandarin – China	55		45	1.16	69	120	\$.18 - \$.28
Mandinka (Mandingo) – Senegal				1.16	69	120	\$.18 - \$.28
Marathi – India				1.16	69	120	\$.18 - \$.28
Marshallese – Marshall Islands			45	1.16	69	120	\$.18 - \$.28
Mayan [Akateko, Kanjobal] –				1.16	69	120	
Mien – China, Laos, Thailand			45	1.16	69	120	\$.18 - \$.28
Mina (Gen) – Togo, Benin				1.16	69	120	
Minangkabau – Indonesia						120	
Mixteco Alto – Mexico				1.16	69	120	
Mixteco Bajo – Mexico				1.16	69	120	
Mnong – Vietnam						120	
Mongolian – Mongolia				1.16	69	120	\$.18 - \$.28

Moroccan Arabic – Morocco			45	1.16	69	120	\$.18 - \$.28
Nahuatl – Mexico						120	
Navajo – U.S.A.(Southwest)				1.16	69	120	
Nepalese – Nepal, India			45	1.16	69	120	\$.18 - \$.28
Nuer – Sudan				1.16	69	120	
Oromo – Ethiopia			45	1.16	69	120	\$.18 - \$.28
Palestinian Arabic – Israel, Jordan			45	1.16	69	120	\$.18 - \$.28
Pangasinan – Philippines						120	
Papiamento – Netherlands Antilles						120	
Pashto (Pushto) – Pakistan,			45	1.16	69	120	\$.18 - \$.28
Portuguese Creole (Cape Verdean) –			45	1.16	69	120	\$.18 - \$.28
Persian (Farsi) – Afghanistan, Iran,			45	1.16	69	120	\$.18 - \$.28
Russian – Russia	55	65	45	1.16	69	120	\$.18 - \$.28
Samoan – Samoa			45	1.16	69	120	\$.18 - \$.28
Polish – Poland			45	1.16	69	120	\$.18 - \$.28
Portuguese – Portugal, Brazil, et al.			45	1.16	69	120	\$.18 - \$.28
San Miguel – Mexico						120	
Santa Eulalia – Guatemala						120	
Saraiki – Pakistan, India						120	
Serbian – Serbia, Montenegro			45	1.16	69	120	\$.18 - \$.28
Serbo-Croatian – Balkans			45	1.16	69	120	\$.18 - \$.28
Shanghainese – China			45	1.16	69	120	\$.18 - \$.28
Sichuan (Szechuan) – China			45	1.16	69	120	\$.18 - \$.28
Sinhalese – Sri Lanka			45	1.16	69	120	\$.18 - \$.28
Slovak – Slovakia				1.16	69	120	\$.18 - \$.28
Somali – Somalia	55		45	1.16	69	120	\$.18 - \$.28
Soninke (Serahule) – Mali				1.16	69	120	
Sorani (Central Kurdish) – Iraq			45	1.16	69	120	\$.18 - \$.28
Spanish – Spain, Latin America, et al.	55	65	45	1.16	69	120	\$.18 - \$.28
Sudanese Arabic – Sudan			45	1.16	69	120	\$.18 - \$.28
Susu – Guinea						120	
Swahili – Kenya, Somalia, Tanzania,	55		45	1.16	69	120	\$.18 - \$.28
Swedish – Sweden			45	1.16	69	120	\$.18 - \$.28
Syrian Arabic – Syria			45	1.16	69	120	\$.18 - \$.28
Tagalog (Filippino) – Philippines			45	1.16	69	120	\$.18 - \$.28
Tai Dam – Vietnam						120	
Taiwanese – Taiwan			45	1.16	69	120	\$.18 - \$.28
Tamil – India			45	1.16	69	120	\$.18 - \$.28
Telugu – India				1.16	69	120	\$.18 - \$.28
Teochew (Chaozhou) – China			45	1.16	69	120	\$.18 - \$.28
Thai – Thailand			45	1.16	69	120	\$.18 - \$.28
Tibetan – China			45	1.16	69	120	\$.18 - \$.28
Tigrigna (Tigrinya) – Ethiopia,			45	1.16	69	120	\$.18 - \$.28
Eritrea			45	1.16	69	120	\$.18 - \$.28

Section 6 - Rate Sheet

Toishanese – China			45	1.16	69	120	\$.18 - \$.28
Tongan – Tonga				1.16	69	120	\$.18 - \$.28
Trukese (Chuukese) – Micronesia			45	1.16	69	120	\$.18 - \$.28
Tunisian Arabic – Tunisia			45	1.16	69	120	\$.18 - \$.28
Turkish – Turkey			45	1.16	69	120	\$.18 - \$.28
Twi – Ghana				1.16	69	120	
Tzotzil – Mexico						120	
Ukrainian – Ukraine	55		45	1.16	69	120	\$.18 - \$.28
Urdu – Pakistan, India			45	1.16	69	120	\$.18 - \$.28
Vietnamese – Vietnam	55		45	1.16	69	120	\$.18 - \$.28
Wolof – Senegal				1.16	69	120	
Xhosa – South Africa				1.16	69	120	
Yemeni Arabic – Yemen			45	1.16	69	120	\$.18 - \$.28

* For in-person services, ILB charges in 30 minute increments after the number of requested.

** All certified and qualified medical/legal/ASL in-person interpreters are required a 2 hour minimum for each assignment.

*** Minimum translation project fee will be \$30. Our hourly charge for Desktop Publishing is \$50/hr. Rush fees may applies.

Language Availability

Language	In person	Telephonic	Video	Transcription
American Sign Language	X		X	
Acholi – <i>Uganda, Sudan</i>		X	X	
Afrikaans – <i>South Africa, Namibia</i>		X	X	
Akan – <i>Ghana, Ivory Coast</i>		X	X	
Akateko – <i>Guatemala</i>		X	X	
Albanian – <i>Albania</i>	X	X	X	X
Algerian Arabic – <i>Algeria</i>	X	X	X	
Amharic – <i>Ethiopia</i>	X	X	X	X
Arabic – <i>Widely Distributed</i>	X	X	X	X
Armenian – <i>Armenia</i>	X	X	X	X
Ashanti (Asante Twi) – <i>Ghana</i>		X	X	
Assyrian – <i>Iraq</i>	X	X	X	X
Azerbaijani – <i>Azerbaijan</i>		X	X	X
Azorean Portuguese – <i>Azores Islands</i>			X	
Bahnar – <i>Vietnam</i>			X	
Bahasa Indonesia (Indonesian)		X	X	
Bambara – <i>Mali</i>		X	X	X
Belarusan – <i>Belarus</i>		X	X	X
Bengali – <i>Bangladesh, India</i>	X	X	X	X
Bosnian – <i>Bosnia & Herzegovina</i>	X	X	X	X
Brazilian Portuguese – <i>Brazil</i>	X	X	X	X
Bulgarian – <i>Bulgaria</i>	X	X	X	X
Burmese – <i>Myanmar (former Burma)</i>	X	X	X	X
Cambodian (Khmer) – <i>Cambodia</i>	X	X	X	X
Cantonese – <i>China</i>	X	X	X	X
Cape Verdean (Portuguese Creole) – <i>Cape</i>	X	X	X	
Catalan – <i>Andorra, Spain</i>	X	X	X	X
Cebuano – <i>Philippines</i>		X	X	
Chaldean – <i>Iraq</i>		X	X	
Chamorro – <i>Guam</i>		X	X	X
Chaozhou (Teochew) – <i>China</i>	X	X	X	
Chin – <i>Myanmar (former Burma)</i>	X	X	X	X
Chinese (var. languages/dialects) – <i>China</i>	X	X	X	X
Chuukese (Trukese) – <i>Micronesia</i>	X	X	X	X
Croatian – <i>Croatia</i>	X	X	X	X
Czech – <i>Czech Republic</i>	X	X	X	X
Danish – <i>Denmark</i>	X	X	X	X
Dari (Afgan Farsi) – <i>Afghanistan</i>	X	X	X	X
Dene – <i>Canada</i>			X	
Dewoin – <i>Liberia</i>			X	
Dinka – <i>Sudan</i>		X	X	

Duala – <i>Cameroon</i>			X	
Dutch – <i>Netherlands</i>	X	X	X	X
Egyptian Arabic – <i>Egypt</i>	X	X	X	X
Estonian – <i>Estonia</i>		X	X	
Filipino (Tagalog) – <i>Philippines</i>	X	X	X	X
Finnish – <i>Finland</i>	X	X	X	X
Flemish – <i>Belgium</i>	X	X	X	X
French – <i>Africa, Canada, France,</i>	X	X	X	X
French Creole – <i>Caribbean</i>	X	X	X	X
Fukienese – <i>China</i>	X	X	X	
Fulani (Fulfulde, Fula) – <i>Cameroon,</i>		X	X	X
<i>Nigeria, Senegal</i>	X	X	X	X
Fuzhou – <i>China</i>	X	X	X	
Ga – <i>Ghana</i>		X	X	
Gen (Mina) – <i>Togo, Benin</i>		X	X	
German – <i>Germany</i>	X	X	X	X
Gokana (Khana) – <i>Nigeria</i>		X	X	
Greek – <i>Greece</i>	X	X	X	X
Gujarati – <i>India</i>		X	X	X
Haitian Creole – <i>Haiti</i>	X	X	X	X
Haka Burmese – <i>Myanmar (former</i>	X	X	X	X
<i>Hmong</i> – <i>China, Vietnam, Laos</i>	X	X	X	X
Hungarian – <i>Hungary</i>	X	X	X	X
Hakka – <i>China</i>	X	X	X	X
Hausa – <i>Niger, Nigeria</i>		X	X	X
Ibo (Igbo) – <i>Nigeria</i>		X	X	
Ilocano – <i>Philippines</i>		X	X	X
Hebrew – <i>Israel</i>	X	X	X	X
Hindi – <i>India</i>	X	X	X	X
Indonesian (Bahasa Indonesia) –	X	X	X	X
Iraqi Arabic – <i>Iraq</i>	X	X	X	X
Italian – <i>Italy</i>	X	X	X	X
Japanese – <i>Japan</i>	X	X	X	X
Jarai – <i>Vietnam</i>		X	X	
Javanese – <i>Indonesia</i>		X	X	X
Jordanian Arabic – <i>Jordan</i>	X	X	X	X
Juba Arabic – <i>Sudan</i>	X	X	X	
Kanjolal (Q'anjob'al) – <i>Guatemala</i>		X	X	
Kannada – <i>India</i>		X	X	X
Kapampangan – <i>Philippines</i>			X	
Karen (Pa'o, S'gaw) – <i>Myanmar (former</i>	X	X	X	X
<i>Kayah</i> – <i>Myanmar (former Burma)</i>		X	X	
Khmer (Cambodian) – <i>Cambodia</i>	X	X	X	X
Kinyarwanda – <i>Rwanda</i>	X	X	X	X
Kirundi – <i>Burundi</i>	X	X	X	X

Koho – Vietnam			X	
Korean – Korea	X	X	X	X
Kpele – Guinea, Liberia			X	
Kurmanji (Northern Kurdish) – Turkey	X	X	X	
Kuwaiti Arabic – Kuwait	X	X	X	X
Lao – Laos	X	X	X	X
Latvian – Latvia		X	X	X
Lebanese Arabic – Lebanon	X	X	X	X
Lingala – Congo, Republic of the	X	X	X	
Lithuanian – Lithuania	X	X	X	X
Luganda – Uganda		X	X	
Luo – Kenya		X	X	X
Maay (Af Maay, Rahanween, Bantu)	X	X	X	
Macedonian – Macedonia		X	X	X
Malay – Malaysia	X	X	X	X
Malayalam – India		X	X	X
Malinke – Senegal		X	X	X
Mam – Guatemala		X	X	X
Mandarin – China	X	X	X	X
Mandinka (Mandingo) – Senegal		X	X	X
Marathi – India		X	X	X
Marshallese – Marshall Islands	X	X	X	X
Mayan [Akateko, Kanjobal] – Guatemala,		X	X	
Mien – China, Laos, Thailand	X	X	X	X
Mina (Gen) – Togo, Benin		X	X	
Minangkabau – Indonesia			X	
Mixteco Alto – Mexico		X	X	
Mixteco Bajo – Mexico		X	X	
Mnong – Vietnam			X	
Mongolian – Mongolia		X	X	X
Moroccan Arabic – Morocco	X	X	X	X
Nahuatl – Mexico			X	
Navajo – U.S.A.(Southwest)		X	X	
Nepalese – Nepal, India	X	X	X	X
Nuer – Sudan		X	X	
Oromo – Ethiopia	X	X	X	X
Palestinian Arabic – Israel, Jordan	X	X	X	X
Pangasinan – Philippines			X	
Papiamento – Netherlands Antilles			X	
Pashto (Pushto) – Pakistan, Afghanistan	X	X	X	X
Portuguese Creole (Cape Verdean) –	X	X	X	X
Persian (Farsi) – Afghanistan, Iran, Iraq,	X	X	X	X
Russian – Russia	X	X	X	X
Samoan – Samoa	X	X	X	X
Polish – Poland	X	X	X	X

Portuguese – <i>Portugal, Brazil, et al.</i>	X	X	X	X
San Miguel – <i>Mexico</i>			X	
Santa Eulalia – <i>Guatemala</i>			X	
Saraiki – <i>Pakistan, India</i>			X	
Serbian – <i>Serbia, Montenegro</i>	X	X	X	X
Serbo-Croatian – <i>Balkans</i>	X	X	X	X
Shanghainese – <i>China</i>	X	X	X	X
Sichuan (Szechuan) – <i>China</i>	X	X	X	X
Sinhalese – <i>Sri Lanka</i>	X	X	X	X
Slovak – <i>Slovakia</i>		X	X	X
Somali – <i>Somalia</i>	X	X	X	X
Soninke (Serahule) – <i>Mali</i>		X	X	
Sorani (Central Kurdish) – <i>Iraq</i>	X	X	X	X
Spanish – <i>Spain, Latin America, et al.</i>	X	X	X	X
Sudanese Arabic – <i>Sudan</i>	X	X	X	X
Susu – <i>Guinea</i>			X	
Swahili – <i>Kenya, Somalia, Tanzania,</i>	X	X	X	X
Swedish – <i>Sweden</i>	X	X	X	X
Syrian Arabic – <i>Syria</i>	X	X	X	X
Tagalog (Filippino) – <i>Philippines</i>	X	X	X	X
Tai Dam – <i>Vietnam</i>			X	
Taiwanese – <i>Taiwan</i>	X	X	X	X
Tamil – <i>India</i>	X	X	X	X
Telugu – <i>India</i>		X	X	X
Teochew (Chaozhou) – <i>China</i>	X	X	X	X
Thai – <i>Thailand</i>	X	X	X	X
Tibetan – <i>China</i>	X	X	X	X
Tigrigna (Tigrinya) – <i>Ethiopia,</i>	X	X	X	X
<i>Eritrea</i>	X	X	X	X
Toishanese – <i>China</i>	X	X	X	X
Tongan – <i>Tonga</i>		X	X	X
Trukese (Chuukese) – <i>Micronesia</i>	X	X	X	X
Tunisian Arabic – <i>Tunisia</i>	X	X	X	X
Turkish – <i>Turkey</i>	X	X	X	X
Twi – <i>Ghana</i>		X	X	
Tzotzil – <i>Mexico</i>			X	
Ukrainian – <i>Ukraine</i>	X	X	X	X
Urdu – <i>Pakistan, India</i>	X	X	X	X
Vietnamese – <i>Vietnam</i>	X	X	X	X
Wolof – <i>Senegal</i>		X	X	
Xhosa – <i>South Africa</i>		X	X	
Yemeni Arabic – <i>Yemen</i>	X	X	X	X

Section 6 Rate Schedule

Name of Firm/Individual: IRCO

Certification(s): X Medical X Legal X General X American Sign Language

Days/Hours of availability: 24/7/365

Are you willing to accept long term assignments? X Yes

Are you willing to perform third party billing? X Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates						
	In person* (per hour)			Telephonic		Video	Transcription*** (per word)
	Medical **	Legal **	General	(Minute)	(Hourly Estimate)	(Hourly Estimate)	
American Sign Language (ASL)**	89	99	89			150	
Acholi – Uganda, Sudan			45	1.16	69	120	
Afrikaans – South Africa, Namibia				1.16	69	120	
Akan – Ghana, Ivory Coast				1.16	69	120	
Akateko – Guatemala				1.16	69	120	
Albanian – Albania			45	1.16	69	120	\$.18 - \$.28
Algerian Arabic – Algeria			45	1.16	69	120	
Amharic – Ethiopia			45	1.16	69	120	\$.18 - \$.28
Arabic – Widely Distributed	55		45	1.16	69	120	\$.18 - \$.28
Armenian – Armenia			45	1.16	69	120	\$.18 - \$.28
Ashanti (Asante Twi) – Ghana				1.16	69	120	
Assyrian – Iraq			45	1.16	69	120	\$.18 - \$.28
Azerbaijani – Azerbaijan				1.16	69	120	\$.18 - \$.28
Azorean Portuguese – Azores Islands						120	
Bahnar – Vietnam						120	
Bahasa Indonesia (Indonesian)				1.16	69	120	
Bambara – Mali				1.16	69	120	\$.18 - \$.28
Belarusan – Belarus				1.16	69	120	\$.18 - \$.28
Bengali – Bangladesh, India			45	1.16	69	120	\$.18 - \$.28
Bosnian – Bosnia & Herzegovina			45	1.16	69	120	\$.18 - \$.28
Brazilian Portuguese – Brazil			45	1.16	69	120	\$.18 - \$.28
Bulgarian – Bulgaria			45	1.16	69	120	\$.18 - \$.28
Burmese – Myanmar (former Burma)	55		45	1.16	69	120	\$.18 - \$.28
Cambodian (Khmer) – Cambodia	55		45	1.16	69	120	\$.18 - \$.28
Cantonese – China	55		45	1.16	69	120	\$.18 - \$.28
Cape Verdean (Portuguese Creole)			45	1.16	69	120	
Catalan – Andorra, Spain			45	1.16	69	120	\$.18 - \$.28
Cebuano – Philippines				1.16	69	120	

Section 6 - Languages Spoken

Chaldean – <i>Iraq</i>				1.16	69	120	
Chamorro – <i>Guam</i>				1.16	69	120	\$.18 - \$.28
Chaozhou (Teochew) – <i>China</i>			45	1.16	69	120	
Chin – <i>Myanmar (former Burma)</i>			45	1.16	69	120	\$.18 - \$.28
Chinese (var. languages/dialects) –			45	1.16	69	120	\$.18 - \$.28
Chuukese (Trukese) – <i>Micronesia</i>			45	1.16	69	120	\$.18 - \$.28
Croatian – <i>Croatia</i>			45	1.16	69	120	\$.18 - \$.28
Czech – <i>Czech Republic</i>			45	1.16	69	120	\$.18 - \$.28
Danish – <i>Denmark</i>			45	1.16	69	120	\$.18 - \$.28
Dari (Afgan Farsi) – <i>Afghanistan</i>			45	1.16	69	120	\$.18 - \$.28
Dene – <i>Canada</i>						120	
Dewoin – <i>Liberia</i>						120	
Dinka – <i>Sudan</i>				1.16	69	120	
Duala – <i>Cameroon</i>						120	
Dutch – <i>Netherlands</i>			45	1.16	69	120	\$.18 - \$.28
Egyptian Arabic – <i>Egypt</i>			45	1.16	69	120	\$.18 - \$.28
Estonian – <i>Estonia</i>				1.16	69	120	
Filipino (Tagalog) – <i>Philippines</i>			45	1.16	69	120	\$.18 - \$.28
Finnish – <i>Finland</i>			45	1.16	69	120	\$.18 - \$.28
Flemish – <i>Belgium</i>			45	1.16	69	120	\$.18 - \$.28
French – <i>Africa, Canada, France,</i>			45	1.16	69	120	\$.18 - \$.28
French Creole – <i>Caribbean</i>			45	1.16	69	120	\$.18 - \$.28
Fukienese – <i>China</i>			45	1.16	69	120	
Fulani (Fulfulde, Fula) – <i>Cameroon,</i>				1.16	69	120	\$.18 - \$.28
<i>Nigeria, Senegal</i>			45	1.16	69	120	\$.18 - \$.28
Fuzhou – <i>China</i>			45	1.16	69	120	
Ga – <i>Ghana</i>				1.16	69	120	
Gen (Mina) – <i>Togo, Benin</i>				1.16	69	120	
German – <i>Germany</i>			45	1.16	69	120	\$.18 - \$.28
Gokana (Khana) – <i>Nigeria</i>				1.16	69	120	
Greek – <i>Greece</i>			45	1.16	69	120	\$.18 - \$.28
Gujarati – <i>India</i>				1.16	69	120	\$.18 - \$.28
Haitian Creole – <i>Haiti</i>			45	1.16	69	120	\$.18 - \$.28
Haka Burmese – <i>Myanmar (former</i>			45	1.16	69	120	\$.18 - \$.28
<i>Hmong</i> – <i>China, Vietnam, Laos</i>			45	1.16	69	120	\$.18 - \$.28
Hungarian – <i>Hungary</i>			45	1.16	69	120	\$.18 - \$.28
Hakka – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
Hausa – <i>Niger, Nigeria</i>				1.16	69	120	\$.18 - \$.28
Ibo (Igbo) – <i>Nigeria</i>				1.16	69	120	
Ilocano – <i>Philippines</i>				1.16	69	120	\$.18 - \$.28
Hebrew – <i>Israel</i>			45	1.16	69	120	\$.18 - \$.28
Hindi – <i>India</i>	55		45	1.16	69	120	\$.18 - \$.28
Indonesian (Bahasa Indonesia) –			45	1.16	69	120	\$.18 - \$.28
Iraqi Arabic – <i>Iraq</i>	55		45	1.16	69	120	\$.18 - \$.28

Section 6 - Languages Spoken

Italian – <i>Italy</i>			45	1.16	69	120	\$.18 - \$.28
Japanese – <i>Japan</i>	55		45	1.16	69	120	\$.18 - \$.28
Jarai – <i>Vietnam</i>				1.16	69	120	
Javanese – <i>Indonesia</i>				1.16	69	120	\$.18 - \$.28
Jordanian Arabic – <i>Jordan</i>			45	1.16	69	120	\$.18 - \$.28
Juba Arabic – <i>Sudan</i>			45	1.16	69	120	
Kanjobal (Q'anjob'al) – <i>Guatemala</i>				1.16	69	120	
Kannada – <i>India</i>				1.16	69	120	\$.18 - \$.28
Kapampangan – <i>Philippines</i>					69	120	
Karen (Pa'o, S'gaw) – <i>Myanmar</i>			45	1.16	69	120	\$.18 - \$.28
Kayah – <i>Myanmar (former Burma)</i>				1.16	69	120	
Khmer (Cambodian) – <i>Cambodia</i>	55		45	1.16	69	120	\$.18 - \$.28
Kinyarwanda – <i>Rwanda</i>			45	1.16	69	120	\$.18 - \$.28
Kirundi – <i>Burundi</i>			45	1.16	69	120	\$.18 - \$.28
Koho – <i>Vietnam</i>					69	120	
Korean – <i>Korea</i>	55		45	1.16	69	120	\$.18 - \$.28
Kpele – <i>Guinea, Liberia</i>					69	120	
Kurmanji (Northern Kurdish) –			45	1.16	69	120	
Kuwaiti Arabic – <i>Kuwait</i>			45	1.16	69	120	\$.18 - \$.28
Lao – <i>Laos</i>			46	1.16	69	120	\$.18 - \$.28
Latvian – <i>Latvia</i>				1.16	69	120	\$.18 - \$.28
Lebanese Arabic – <i>Lebanon</i>			45	1.16	69	120	\$.18 - \$.28
Lingala – <i>Congo, Republic of the</i>			45	1.16	69	120	
Lithuanian – <i>Lithuania</i>			45	1.16	69	120	\$.18 - \$.28
Luganda – <i>Uganda</i>				1.16	69	120	
Luo – <i>Kenya</i>				1.16	69	120	\$.18 - \$.28
Maay (Af Maay, Rahanween, Bantu)			45	1.16	69	120	
Macedonian – <i>Macedonia</i>				1.16	69	120	\$.18 - \$.28
Malay – <i>Malaysia</i>			45	1.16	69	120	\$.18 - \$.28
Malayalam – <i>India</i>				1.16	69	120	\$.18 - \$.28
Malinke – <i>Senegal</i>				1.16	69	120	\$.18 - \$.28
Mam – <i>Guatemala</i>				1.16	69	120	\$.18 - \$.28
Mandarin – <i>China</i>	55		45	1.16	69	120	\$.18 - \$.28
Mandinka (Mandingo) – <i>Senegal</i>				1.16	69	120	\$.18 - \$.28
Marathi – <i>India</i>				1.16	69	120	\$.18 - \$.28
Marshallese – <i>Marshall Islands</i>			45	1.16	69	120	\$.18 - \$.28
Mayan [Akateko, Kanjobal] –				1.16	69	120	
Mien – <i>China, Laos, Thailand</i>			45	1.16	69	120	\$.18 - \$.28
Mina (Gen) – <i>Togo, Benin</i>				1.16	69	120	
Minangkabau – <i>Indonesia</i>						120	
Mixteco Alto – <i>Mexico</i>				1.16	69	120	
Mixteco Bajo – <i>Mexico</i>				1.16	69	120	
Mnong – <i>Vietnam</i>						120	
Mongolian – <i>Mongolia</i>				1.16	69	120	\$.18 - \$.28

Moroccan Arabic – <i>Morocco</i>			45	1.16	69	120	\$.18 - \$.28
Nahuatl – <i>Mexico</i>						120	
Navajo – <i>U.S.A.(Southwest)</i>				1.16	69	120	
Nepalese – <i>Nepal, India</i>			45	1.16	69	120	\$.18 - \$.28
Nuer – <i>Sudan</i>				1.16	69	120	
Oromo – <i>Ethiopia</i>			45	1.16	69	120	\$.18 - \$.28
Palestinian Arabic – <i>Israel, Jordan</i>			45	1.16	69	120	\$.18 - \$.28
Pangasinan – <i>Philippines</i>						120	
Papiamento – <i>Netherlands Antilles</i>						120	
Pashto (Pushto) – <i>Pakistan,</i>			45	1.16	69	120	\$.18 - \$.28
Portuguese Creole (Cape Verdean) –			45	1.16	69	120	\$.18 - \$.28
Persian (Farsi) – <i>Afghanistan, Iran,</i>			45	1.16	69	120	\$.18 - \$.28
Russian – <i>Russia</i>	55	65	45	1.16	69	120	\$.18 - \$.28
Samoan – <i>Samoa</i>			45	1.16	69	120	\$.18 - \$.28
Polish – <i>Poland</i>			45	1.16	69	120	\$.18 - \$.28
Portuguese – <i>Portugal, Brazil, et al.</i>			45	1.16	69	120	\$.18 - \$.28
San Miguel – <i>Mexico</i>						120	
Santa Eulalia – <i>Guatemala</i>						120	
Saraiki – <i>Pakistan, India</i>						120	
Serbian – <i>Serbia, Montenegro</i>			45	1.16	69	120	\$.18 - \$.28
Serbo-Croatian – <i>Balkans</i>			45	1.16	69	120	\$.18 - \$.28
Shanghainese – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
Sichuan (Szechuan) – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
Sinhalese – <i>Sri Lanka</i>			45	1.16	69	120	\$.18 - \$.28
Slovak – <i>Slovakia</i>				1.16	69	120	\$.18 - \$.28
Somali – <i>Somalia</i>	55		45	1.16	69	120	\$.18 - \$.28
Soninke (Serahule) – <i>Mali</i>				1.16	69	120	
Sorani (Central Kurdish) – <i>Iraq</i>			45	1.16	69	120	\$.18 - \$.28
Spanish – <i>Spain, Latin America, et al.</i>	55	65	45	1.16	69	120	\$.18 - \$.28
Sudanese Arabic – <i>Sudan</i>			45	1.16	69	120	\$.18 - \$.28
Susu – <i>Guinea</i>						120	
Swahili – <i>Kenya, Somalia, Tanzania,</i>	55		45	1.16	69	120	\$.18 - \$.28
Swedish – <i>Sweden</i>			45	1.16	69	120	\$.18 - \$.28
Syrian Arabic – <i>Syria</i>			45	1.16	69	120	\$.18 - \$.28
Tagalog (Filippino) – <i>Philippines</i>			45	1.16	69	120	\$.18 - \$.28
Tai Dam – <i>Vietnam</i>						120	
Taiwanese – <i>Taiwan</i>			45	1.16	69	120	\$.18 - \$.28
Tamil – <i>India</i>			45	1.16	69	120	\$.18 - \$.28
Telugu – <i>India</i>				1.16	69	120	\$.18 - \$.28
Teochew (Chaozhou) – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
Thai – <i>Thailand</i>			45	1.16	69	120	\$.18 - \$.28
Tibetan – <i>China</i>			45	1.16	69	120	\$.18 - \$.28
Tigrigna (Tigrinya) – <i>Ethiopia,</i>			45	1.16	69	120	\$.18 - \$.28
<i>Eritrea</i>			45	1.16	69	120	\$.18 - \$.28

Section 6 - Languages Spoken

Toishanese – China			45	1.16	69	120	\$.18 - \$.28
Tongan – Tonga				1.16	69	120	\$.18 - \$.28
Trukese (Chuukese) – Micronesia			45	1.16	69	120	\$.18 - \$.28
Tunisian Arabic – Tunisia			45	1.16	69	120	\$.18 - \$.28
Turkish – Turkey			45	1.16	69	120	\$.18 - \$.28
Twi – Ghana				1.16	69	120	
Tzotzil – Mexico						120	
Ukrainian – Ukraine	55		45	1.16	69	120	\$.18 - \$.28
Urdu – Pakistan, India			45	1.16	69	120	\$.18 - \$.28
Vietnamese – Vietnam	55		45	1.16	69	120	\$.18 - \$.28
Wolof – Senegal				1.16	69	120	
Xhosa – South Africa				1.16	69	120	
Yemeni Arabic – Yemen			45	1.16	69	120	\$.18 - \$.28

* For in-person services, ILB charges in 30 minute increments after the number of requested.

** All certified and qualified medical/legal/ASL in-person interpreters are required a 2 hour minimum for each assignment.

*** Minimum translation project fee will be \$30. Our hourly charge for Desktop Publishing is \$50/hr. Rush fees may applies.



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Heidi A. Schmaltz ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed two hundred fifty-five thousand dollars (\$250,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [] Yes [x] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Heidi A. Schmaltz
Address: 113 Morton Road, Oregon City, OR 97045
Contractor Contract Administrator: Heidi Schmaltz
Phone No.: 503-778-0451
Email: spanishservices@heidiastrid.com
MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** 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 by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any

communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** 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. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in 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: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) 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 performance. 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.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) 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; (C) 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 (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs

otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

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

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

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

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

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

[Signature Page Follows]

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

Heidi A. Schmaltz
113 Morton Road
Oregon City, OR 97045

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Entity Type / State of Formation

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

CONSIDERATION

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **two hundred fifty thousand dollars (\$250,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
RFP #2017-87 Interpreter Services



REQUEST FOR PROPOSALS #2017-87

FOR

Interpreter Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Abigail Churchill
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 16, 2018

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	April 24, 2018
Protest of Specifications Deadline.....	May 1, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 8, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 16, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Five (5) days from the Intent to Award

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, Churchill@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

3.3. SCOPE OF WORK

3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

Certifications:

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

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

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Section 6 Rate Schedule

Name of Firm/Individual: _____

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: _____

Are you willing to accept long term assignments? _____

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language				
Acholi – <i>Uganda, Sudan</i>				
Afrikaans – <i>South Africa, Namibia</i>				
Akan – <i>Ghana, Ivory Coast</i>				
Akateko – <i>Guatemala</i>				
Albanian – <i>Albania</i>				
Algerian Arabic – <i>Algeria</i>				
Amharic – <i>Ethiopia</i>				
Arabic – <i>Widely Distributed</i>				
Armenian – <i>Armenia</i>				
Ashanti (Asante Twi) – <i>Ghana</i>				
Assyrian – <i>Iraq</i>				
Azerbaijani – <i>Azerbaijan</i>				
Azorean Portuguese – <i>Azores Islands</i>				
Bahnar – <i>Vietnam</i>				
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>				
Bambara – <i>Mali</i>				
Belarusan – <i>Belarus</i>				
Bengali – <i>Bangladesh, India</i>				
Bosnian – <i>Bosnia & Herzegovina</i>				
Brazilian Portuguese – <i>Brazil</i>				
Bulgarian – <i>Bulgaria</i>				
Burmese – <i>Myanmar (former Burma)</i>				
Cambodian (Khmer) – <i>Cambodia</i>				
Cantonese – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>				
Catalan – <i>Andorra, Spain</i>				
Cebuano – <i>Philippines</i>				
Chaldean – <i>Iraq</i>				
Chamorro – <i>Guam</i>				
Chaozhou (Teochew) – <i>China</i>				
Chin – <i>Myanmar (former Burma)</i>				
Chinese (var. languages/dialects) – <i>China</i>				
Chuukese (Trukese) – <i>Micronesia</i>				
Croatian – <i>Croatia</i>				
Czech – <i>Czech Republic</i>				
Danish – <i>Denmark</i>				
Dari (Afgan Farsi) – <i>Afghanistan</i>				
Dene – <i>Canada</i>				
Dewoin – <i>Liberia</i>				
Dinka – <i>Sudan</i>				
Duala – <i>Cameroon</i>				
Dutch – <i>Netherlands</i>				
Egyptian Arabic – <i>Egypt</i>				
Estonian – <i>Estonia</i>				
Filipino (Tagalog) – <i>Philippines</i>				
Finnish – <i>Finland</i>				
Flemish – <i>Belgium</i>				
French – <i>Africa, Canada, France, Tunisia, et al.</i>				
French Creole – <i>Caribbean</i>				
Fukienese – <i>China</i>				
Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>				
Fuzhou – <i>China</i>				
Ga – <i>Ghana</i>				
Gen (Mina) – <i>Togo, Benin</i>				
German – <i>Germany</i>				
Gokana (Khana) – <i>Nigeria</i>				
Greek – <i>Greece</i>				
Gujarati – <i>India</i>				
Haitian Creole – <i>Haiti</i>				
Haka Burmese – <i>Myanmar (former Burma)</i>				
Hmong – <i>China, Vietnam, Laos</i>				
Hungarian – <i>Hungary</i>				
Hakka – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>				
Ibo (Igbo) – <i>Nigeria</i>				
Ilocano – <i>Philippines</i>				
Hebrew – <i>Israel</i>				
Hindi – <i>India</i>				
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>				
Iraqi Arabic – <i>Iraq</i>				
Italian – <i>Italy</i>				
Japanese – <i>Japan</i>				
Jarai – <i>Vietnam</i>				
Javanese – <i>Indonesia</i>				
Jordanian Arabic – <i>Jordan</i>				
Juba Arabic – <i>Sudan</i>				
Kanjool (Q'anjob'al) – <i>Guatemala</i>				
Kannada – <i>India</i>				
Kapampangan – <i>Philippines</i>				
Karen (Pa'o, S'gaw) – <i>Myanmar (former Burma)</i>				
Kayah – <i>Myanmar (former Burma)</i>				
Khmer (Cambodian) – <i>Cambodia</i>				
Kinyarwanda – <i>Rwanda</i>				
Kirundi – <i>Burundi</i>				
Koho – <i>Vietnam</i>				
Korean – <i>Korea</i>				
Kpele – <i>Guinea, Liberia</i>				
Kurmanji (Northern Kurdish) – <i>Turkey</i>				
Kuwaiti Arabic – <i>Kuwait</i>				
Lao – <i>Laos</i>				
Latvian – <i>Latvia</i>				
Lebanese Arabic – <i>Lebanon</i>				
Lingala – <i>Congo, Republic of the</i>				
Lithuanian – <i>Lithuania</i>				
Luganda – <i>Uganda</i>				
Luo – <i>Kenya</i>				
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>				
Macedonian – <i>Macedonia</i>				
Malay – <i>Malaysia</i>				
Malayalam – <i>India</i>				
Malinke – <i>Senegal</i>				
Mam – <i>Guatemala</i>				
Mandarin – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – <i>Senegal</i>				
Marathi – <i>India</i>				
Marshallese – <i>Marshall Islands</i>				
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>				
Mien – <i>China, Laos, Thailand</i>				
Mina (Gen) – <i>Togo, Benin</i>				
Minangkabau – <i>Indonesia</i>				
Mixteco Alto – <i>Mexico</i>				
Mixteco Bajo – <i>Mexico</i>				
Mnong – <i>Vietnam</i>				
Mongolian – <i>Mongolia</i>				
Moroccan Arabic – <i>Morocco</i>				
Nahuatl – <i>Mexico</i>				
Navajo – <i>U.S.A.(Southwest)</i>				
Nepalese – <i>Nepal, India</i>				
Nuer – <i>Sudan</i>				
Oromo – <i>Ethiopia</i>				
Palestinian Arabic – <i>Israel, Jordan</i>				
Pangasinan – <i>Philippines</i>				
Papiamentu – <i>Netherlands Antilles</i>				
Pashto (Pusho) – <i>Pakistan, Afghanistan</i>				
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>				
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
Russian – <i>Russia</i>				
Samoan – <i>Samoa</i>				
Polish – <i>Poland</i>				
Portuguese – <i>Portugal, Brazil, et al.</i>				
San Miguel – <i>Mexico</i>				
Santa Eulalia – <i>Guatemala</i>				
Saraiki – <i>Pakistan, India</i>				
Serbian – <i>Serbia, Montenegro</i>				
Serbo-Croatian – <i>Balkans</i>				
Shanghainese – <i>China</i>				
Sichuan (Szechuan) – <i>China</i>				
Sinhalese – <i>Sri Lanka</i>				
Slovak – <i>Slovakia</i>				
Somali – <i>Somalia</i>				
Soninke (Serahule) – <i>Mali</i>				
Sorani (Central Kurdish) – <i>Iraq</i>				
Spanish – <i>Spain, Latin America, et al.</i>				

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>				
Susu – <i>Guinea</i>				
Swahili – <i>Kenya, Somalia, Tanzania,</i>				
Swedish – <i>Sweden</i>				
Syrian Arabic – <i>Syria</i>				
Tagalog (Filippino) – <i>Philippines</i>				
Tai Dam – <i>Vietnam</i>				
Taiwanese – <i>Taiwan</i>				
Tamil – <i>India</i>				
Telugu – <i>India</i>				
Teochew (Chaozhou) – <i>China</i>				
Thai – <i>Thailand</i>				
Tibetan – <i>China</i>				
Tigrigna (Tigrinya) – <i>Ethiopia,</i> <i>Eritrea</i>				
Toishanese – <i>China</i>				
Tongan – <i>Tonga</i>				
Trukese (Chuukese) – <i>Micronesia</i>				
Tunisian Arabic – <i>Tunisia</i>				
Turkish – <i>Turkey</i>				
Twi – <i>Ghana</i>				
Tzotzil – <i>Mexico</i>				
Ukrainian – <i>Ukraine</i>				
Urdu – <i>Pakistan, India</i>				
Vietnamese – <i>Vietnam</i>				
Wolof – <i>Senegal</i>				
Xhosa – <i>South Africa</i>				
Yemeni Arabic – <i>Yemen</i>				



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #1
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

End of Addendum #1



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #2
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

Scope of Work

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

End of Addendum #2



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #3
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

End of Addendum #3

**EXHIBIT B
CONTRACTORS RESPONSE**

Proposer's General Background and Qualifications

Heidi Astrid Schmaltz is a sole proprietor and certified Women Business Enterprise in the state of Oregon. She is a licensed business in the state of Oregon and City of Oregon City. Ms. Schmaltz is the direct provider of interpreting services for her business and holds the following credentials:

- Oregon Court Certified Interpreter, Spanish.
- Oregon Certified Healthcare Interpreter, Spanish.
- Washington Department of Social and Health Services Certified Medical Interpreter, Spanish
- Washington Department of Social and Health Services Certified Social Services Interpreter, Spanish
- Licensed Interpreter Trainer, *The Community Interpreter® International Edition*
- Award of Achievement in Spanish Translation, University of British Columbia
- Master of Arts, Spanish, Portland State University

Ms. Schmaltz provides specialty Spanish interpreting services that require the use of a highly experienced, qualified and certified interpreter such as at public meetings, events, conferences and legal assignments. Ms. Schmaltz is also available for medical and social service interpreting. Ms. Schmaltz provides accurate, meaning-for-meaning interpretations that eliminate language barriers, lead to positive patient outcomes in medical settings, and save lost staff time due to miscommunication. As a certified interpreter she participates in regular, documented continuing education activities.

Many interpreters who may serve the county through interpretation agencies are not certified by the state in medical and/or legal interpreting, and never have been tested on their general language proficiency. While Ms. Schmaltz as a sole proprietor is unable to cover all of the Spanish interpretation needs for the county, she should be a first point of contact for complex assignments requiring the use of a highly skilled interpreter. Ms. Schmaltz also provides high quality written translations with a fast turnaround time.

A resident of Oregon City, Ms. Schmaltz has been providing interpreting services in the area since 2004. She is a regular contractor for the Oregon Judicial Department Court Language Access Services in Clackamas County Courts, and the Clackamas County District Attorney. She has also provided services at the Willamette Falls Riverwalk Open House, as well as written translation services and interpretation for the Oregon City and Gladstone Districts. Services provided by Ms. Schmaltz are environmentally sustainable as travel to most county offices and services are a short distance from her home office. Because she works almost exclusively in Clackamas County, she can often be available and at a requested location within 20 minutes of the initial request.

Scope of Work

Ms. Schmaltz provides in-person and telephonic interpreting services, and translation services (see exhibit D). Ms. Schmaltz can be reached at 503-778-0451 or by email: spanishservices@heidiastrid.com.

Fees (See Exhibit D)

Spanish Interpretation, Legal \$75 per hour with a 2-hour minimum

Spanish Interpretation, Medical and General: \$65 per hour with a 1-hour minimum

Spanish Interpretation, Telephonic: \$1 per minute with a 30-minute minimum.

Translation, .25 per word with a minimum of 200 words.

References

Sean Ducey, University of Portland

500 N. Willamette Blvd.

Portland, OR 97203

ducey@up.edu, 503-943-8434

Commencement Ceremony Interpreter, 2017, 2018

Carol Oatman, Clackamas County District Attorney's Office

807 Main St. #7

Oregon City, OR 97045

CarolOat@co.clackamas.or.us, 503-655-8607

Grand Jury interpreter, 2016-current

Irene Kim, JLA Public Involvement

1110 SE Alder #301

Portland, OR 97214

Irene@jla.us.com, 503-235-5881

Interpreter, Willamette Falls Riverwalk Open House at Abernethy Center, 2016

Translator 2016-current

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: Heidi Astrid Schmaltz Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number 1129003-96

Contractor's Authorized Representative

Signature: [Handwritten Signature] Date: 5-15-18

Name: Heidi Schmaetz Title: Owner

Firm: Heidi Astrid Schmaetz, Translator and Interpreter

Address: 113 Mozart rd.

City/State/Zip: Oregon City OR 97045 Phone: (503) 778-0451

e-mail: spanishservices@heidiastrid.com Fax: _____

Contract Manager:

Name Heidi Schmaetz Title: owner

Phone number: 503-778-0451

Email Address: spanishservices@heidiastrid.com

**Section 6
Rate Schedule**

Name of Firm/Individual: Heidi Astrid Schmaier

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: M-S

Are you willing to accept long term assignments? Yes

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Rates				
Language	In person	Telephonic	Video	Transcription
American Sign Language <i>PIA</i>				
Acholi – Uganda, Sudan				
Afrikaans – South Africa, Namibia				
Akan – Ghana, Ivory Coast				
Akateko – Guatemala				
Albanian – Albania				
Algerian Arabic – Algeria				
Amharic – Ethiopia				
Arabic – Widely Distributed				
Armenian – Armenia				
Ashanti (Asante Twi) – Ghana				
Assyrian – Iraq				
Azerbaijani – Azerbaijan				
Azorean Portuguese – Azores Islands				
Bahnar – Vietnam				
Bahasa Indonesia (Indonesian) –Indonesia				
Bambara – Mali				
Belarusan – Belarus				
Bengali – Bangladesh, India				
Bosnian – Bosnia & Herzegovina				
Brazilian Portuguese – Brazil				
Bulgarian – Bulgaria				
Burmese – Myanmar (former Burma)				
Cambodian (Khmer) – Cambodia				
Cantonese – China				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>				
Catalan – <i>Andorra, Spain</i>				
Cebuano – <i>Philippines</i>				
Chaldean – <i>Iraq</i>				
Chamorro – <i>Guam</i>				
Chaozhou (Teochew) – <i>China</i>				
Chin – <i>Myanmar (former Burma)</i>				
Chinese (var. languages/dialects) – <i>China</i>				
Chuukese (Trukese) – <i>Micronesia</i>				
Croatian – <i>Croatia</i>				
Czech – <i>Czech Republic</i>				
Danish – <i>Denmark</i>				
Dari (Afgan Farsi) – <i>Afghanistan</i>				
Dene – <i>Canada</i>				
Dewoin – <i>Liberia</i>				
Dinka – <i>Sudan</i>				
Duala – <i>Cameroon</i>				
Dutch – <i>Netherlands</i>				
Egyptian Arabic – <i>Egypt</i>				
Estonian – <i>Estonia</i>				
Filipino (Tagalog) – <i>Philippines</i>				
Finnish – <i>Finland</i>				
Flemish – <i>Belgium</i>				
French – <i>Africa, Canada, France, Tunisia, et al.</i>				
French Creole – <i>Caribbean</i>				
Fukienese – <i>China</i>				
Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>				
Fuzhou – <i>China</i>				
Ga – <i>Ghana</i>				
Gen (Mina) – <i>Togo, Benin</i>				
German – <i>Germany</i>				
Gokana (Khana) – <i>Nigeria</i>				
Greek – <i>Greece</i>				
Gujarati – <i>India</i>				
Haitian Creole – <i>Haiti</i>				
Haka Burmese – <i>Myanmar (former Burma)</i>				
Hmong – <i>China, Vietnam, Laos</i>				
Hungarian – <i>Hungary</i>				
Hakka – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Hausa – Niger, Nigeria				
Ibo (Igbo) – Nigeria				
Ilocano – Philippines				
Hebrew – Israel				
Hindi – India				
Indonesian (Bahasa Indonesia) – Indonesia				
Iraqi Arabic – Iraq				
Italian – Italy				
Japanese – Japan				
Jarai – Vietnam				
Javanese – Indonesia				
Jordanian Arabic – Jordan				
Juba Arabic – Sudan				
Kanjool (Q'anjob'al) – Guatemala				
Kannada – India				
Kapampangan – Philippines				
Karen (Pa'o, S'gaw) – Myanmar (former Burma)				
Kayah – Myanmar (former Burma)				
Khmer (Cambodian) – Cambodia				
Kinyarwanda – Rwanda				
Kirundi – Burundi				
Koho – Vietnam				
Korean – Korea				
Kpele – Guinea, Liberia				
Kurmanji (Northern Kurdish) – Turkey				
Kuawaiti Arabic – Kuwait				
Lao – Laos				
Latvian – Latvia				
Lebanese Arabic – Lebanon				
Lingala – Congo, Republic of the				
Lithuanian – Lithuania				
Luganda – Uganda				
Luo – Kenya				
Maay (Af Maay, Rahanween, Bantu) – Somalia				
Macedonian – Macedonia				
Malay – Malaysia				
Malayalam – India				
Malinke – Senegal				
Mam – Guatemala				
Mandarin – China				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – Senegal				
Marathi – India				
Marshallese – Marshall Islands				
Mayan [Akateko, Kanjobal] – Guatemala, Mexico				
Mien – China, Laos, Thailand				
Mina (Gen) – Togo, Benin				
Minangkabau – Indonesia				
Mixteco Alto – Mexico				
Mixteco Bajo – Mexico				
Mnong – Vietnam				
Mongolian – Mongolia				
Moroccan Arabic – Morocco				
Nahuatl – Mexico				
Navajo – U.S.A. (Southwest)				
Nepalese – Nepal, India				
Nuer – Sudan				
Oromo – Ethiopia				
Palestinian Arabic – Israel, Jordan				
Pangasinan – Philippines				
Papiamentu – Netherlands Antilles				
Pashto (Pushto) – Pakistan, Afghanistan				
Portuguese Creole (Cape Verdean) – Cape Verde				
Persian (Farsi) – Afghanistan, Iran, Iraq, Pakistan				
Russian – Russia				
Samoan – Samoa				
Polish – Poland				
Portuguese – Portugal, Brazil, et al.				
San Miguel – Mexico				
Santa Eulalia – Guatemala				
Saraiki – Pakistan, India				
Serbian – Serbia, Montenegro				
Serbo-Croatian – Balkans				
Shanghainese – China				
Sichuan (Szechuan) – China				
Sinhalese – Sri Lanka				
Slovak – Slovakia				
Somali – Somalia				
Soninke (Serahule) – Mali				
Sorani (Central Kurdish) – Iraq				
Spanish – Spain, Latin America, et al.	165	51	N/A	N/A

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – Sudan				
Susu – Guinea				
Swahili – Kenya, Somalia, Tanzania,				
Swedish – Sweden				
Syrian Arabic – Syria				
Tagalog (Filippino) – Philippines				
Tai Dam – Vietnam				
Taiwanese – Taiwan				
Tamil – India				
Telugu – India				
Teochew (Chaozhou) – China				
Thai – Thailand				
Tibetan – China				
Tigrigna (Tigrinya) – Ethiopia, Eritrea				
Toishanese – China				
Tongan – Tonga				
Trukese (Chuukese) – Micronesia				
Tunisian Arabic – Tunisia				
Turkish – Turkey				
Twi – Ghana				
Tzotzil – Mexico				
Ukrainian – Ukraine				
Urdu – Pakistan, India				
Vietnamese – Vietnam				
Wolof – Senegal				
Xhosa – South Africa				
Yemeni Arabic – Yemen				



CHRISTA BOSSERMAN WOLFE, CPA
INTERIM DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Frontline Facilities Management & Maintenance LLC
for Window Cleaning Services

Purpose/Outcomes	This is a five-year contract for window cleaning services in multi-story buildings around the County.
Fiscal Impact	Five-year total cost of \$383,020.00
Funding Source	Funds are part of Facilities Management allocated budget
Duration	Through June 30, 2023
Previous Board Action	No previous action
Strategic Plan Alignment	<ul style="list-style-type: none">• Build a strong infrastructure• Build public trust through good government
Contact Person	Eli Seely, Facilities Management, 503-557-6425

BACKGROUND:

Clackamas County's Finance Department is seeking Board approval for a contract with Frontline Facilities Management & Maintenance LLC for Window Cleaning Services. The services included in this contract are cleaning of interior and exterior windows of single and multi-story buildings.

PROCUREMENT PROCESS:

This project advertised in accordance with ORS 279B and LCRB Rules on August 2nd, 2018 as a Request for Proposals (RFP). Proposals were publically opened August 30th, 2018. The County received three (3) proposals from Clean-World Maintenance, Inc., Clean Services, Northwest, Inc., and Frontline Facilities Management & Maintenance LLC. The evaluation committee met on September 19th, 2018 and awarded the most points to Frontline Facilities Management & Maintenance LLC. The Contract is for five (5) years.

This Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve the Contract with Frontline Facilities Management & Maintenance LLC for Window Cleaning Services.

Respectfully submitted,

Jeff Jorgensen
Facilities Manager

Placed on the _____ Agenda by the Procurement Division



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (this “Contract”) is entered into between **Frontline Facilities Management & Maintenance LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon, and any component unit thereof, including but not limited to County service districts, urban renewal agencies, or the Housing Authority of Clackamas County (“County”), for the purpose of providing **Window Cleaning Services**.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2023**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP 2018-57 Window Cleaning Services, issued August 2nd, 2018, and as Amended on August 9, 2018, attached and hereby incorporated by reference as **Exhibit “A.”** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “A”, and the Contractor’s Proposal attached and hereby incorporated by reference as **Exhibit “B.”** Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: Eli Seely eseely@clackamas.us or phone 503-557-6425.

III. COMPENSATION

1. **PAYMENT.** The County agrees to compensate the Contractor on a fixed fee, per building, per year basis as detailed in this Contract. The maximum fiscal year compensation authorized under this Contract shall not exceed **\$76,604.00** and the total Contract compensation shall not exceed \$383,020.00. Fiscal year is defined as July 1 to June 30.

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: email facilitiesmanagement@clackamas.us or mail to:

**Clackamas County Facilities Management
1710 Red Soils Court, Ste. 200
Oregon City, OR 97045**

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where

required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. 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 by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to

County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. 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. Any violation of this section shall constitute a material breach of this

Contract. Further, any violation of Contractor's warranty in 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: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) 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 performance. 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.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) 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; (C) 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 (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was

terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

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

SIGNATURE PAGE FOLLOWS

EXHIBIT A
RFP 2018-57 WINDOW CLEANING SERVICES
INCLUDING ADDENDA #1

EXHIBIT B
CONTRACTOR'S PROPOSAL

DRAFT

Approval of Previous Business Meeting Minutes:
September 20, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, September 20, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Housing Authority Commissioner Paul Reynolds

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board would recess as the Board of County Commissioners and convene as the Housing Authority Board for the next items and he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.
Commissioner Humberston: Second.
all those in favor/opposed:
Commissioner Reynolds: Aye.
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

1. Approval to Apply to the US Department of Housing and Urban Development Set-Aside Funding for 30 Veteran Affairs Supportive Housing Vouchers
2. Approval to Apply for the US Department of Housing and Urban Development's Family Self Sufficiency Coordinator Grant Renewal Funding
3. In the Matter of Approval to Execute the General Depository Agreement, Housing and Urban Development Form 51999
4. In the Matter of Writing off Uncollectible Accounts for the First Quarter of FY 2019
5. Adoption of Revisions to the Housing Authority of Clackamas County's Bylaws

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Les Poole, Gladstone – spoke about the Sunrise Corridor and phase II of the project, he is the chief petitioner of tolling issue that will be on the 2020 ballot.
2. Ed Gronke, Oak Grove – Great job on the Veteran's Village project.
3. *Charles Ormsby, Birds Hill CPO – Road improves in LO causing issues on Hwy. 43.

*Mr. Ormsby arrived late for Citizen Communication and was taken out of order.

~Board Discussion~

III. PUBLIC HEARINGS

1. **Board Order No. 2018-92** for Boundary Change Proposal CL 18-003, Annexation to Clackamas River Water

Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like speak, seeing none, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the Board Order for Boundary Change Proposal CL 18-003, Annexation to Clackamas River Water.
Commissioner Humberston: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

2. **Board Order No. 2018-93** for Boundary Change Proposal CL 18-007, Annexation to Clackamas County Service District No. 1

Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak.

1. Lance Allard, Happy Valley - concerns regarding lack of notice for the road closure and work/construction on Vogel Road.

Rick Maxwell, CC Engineering stated that Vogel Road is up for transfer into the City of Happy Valley. Rick will check on this issue.

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order for Boundary Change Proposal CL 18-007, Annexation to Clackamas County Service District No. 1.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

3. **Board Order No. 2018-94** Accepting a Transfer of Jurisdiction from Clackamas County to the City of Canby for a Portion of South Fir Street

Rick Maxwell, Department of Transportation & Development presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order Accepting a Transfer of Jurisdiction from Clackamas County to the City of Canby for a Portion of South Fir Street.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Schrader: Second.

Board Comments on items B.1 and H.1.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval of a Service Agreement with Genoa (Beavercreek) Partnering with Clackamas County Health Centers Division in Participation with 340B Pharmacy Services Agreement – *Health Centers*
2. Approval of a Service Agreement with Genoa (Hilltop) Partnering with Clackamas County Health Centers Division in Participation with 340B Pharmacy Services Agreement – *Health Centers*
3. Approval of an Intergovernmental Agreement with the Oregon Trail School District No. 46 for the Sandy School Based Health Center – *Health Centers*
4. Approval of a Professional Services Agreement for Clackamas County Health Centers Division with CompHealth Locum Tenens for Temporary Physician Staff – *Health Centers*
5. Approval of a Service Agreement with Kroger Co., Partnering with Clackamas County Health Centers Division in Participation with 340B Pharmacy Services Agreement – *Health Centers*
6. Approval of Local Grant Agreement with Clackamas Women’s Services for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
7. Approval of Local Grant Agreement with Clackamas County Children’s Commission for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
8. Approval of Local Grant Agreement with Todos Juntos for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
9. Approval of Local Grant Agreement with Northwest Family Services for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
10. Approval of a Professional Services Agreement with Craig R. Warden, to Provide Services as the Associate Emergency Medical Services (EMS) Medical Director – *Public Health*
11. Approval of Amendment No. 2 of the Grant Agreement with Oregon Health & Science University for the Oregon Care Coordination Program (CaCoon) – *Public Health*
12. Approval of Amendment No.2 of the Intergovernmental Agreement with Multnomah County for the reduction of Opioid Overdose and Death Program – *Public Health*
13. Approval of the Intergovernmental Agreement with Portland State University for Trauma Informed Care Training and Consultation – *Behavior Health*
14. Approval of US Department of Housing & Urban Development (HUD) Funding for Section 108 Loan Pool – *Housing & Community Development*

15. Approval of Agreement No.18569 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Ride Together Program – *Social Services*
16. Approval of Agreement No.18549 with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by Urban Community-based Clackamas County Transportation Consortium members – *Social Services*
17. Approval of Agreement No.18556 with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection Owned Vehicles Operated by Rural Community-Based Clackamas County Transportation Consortium Members – *Social Services*
18. Approval of Agreement No.18568 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Vets Drive Vets Program – *Social Services*
19. Approval of Agreement No.18573 with Ride Connection, Inc. to Provide Funding for Specialized Service Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*
20. Approval of Agreement Nos.18574 and 18565 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*
21. Approval of Agreement Nos. 18575, 18576 and 18577 with Ride Connection, Inc. to Provide Funding for Rides Provided by Social Services, Transportation Reaching People – *Social Services*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Metro for Funding for the Oak Grove/Lake Oswego Pedestrian and Bicycle Bridge Feasibility Study
2. Approval of 2040 Planning and Development Grant Intergovernmental Agreement with Metro for the Clackamas County Park Avenue Development and Design Standards Contract No. 935012
3. Acceptance of Transportation and Growth Management (TGM) Grant Award for a Clackamas County Transit Development Plan
4. **Board Order No. 2018-95** Adopting the Vacation of Holman Road
5. Approval of an Intergovernmental Agreement with the City of Canby Regarding the Transfer of Road Authority of a Portion of South Fir Street
6. Approval of an Intergovernmental Agreement with the City of Canby Regarding the Transfer of a Portion of South Fir Street

C. Tourism & Cultural Affairs

1. Approving the Conveyance of Development Agency Assets to Clackamas County, by and through the Department of Tourism and Cultural Affairs Related to the Mt. Hood Cultural Center and Museum

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with State of Oregon for Access to the Oregon State Police Automated Biometric Identification System - *CCSO*

E. Administration

1. **Board Order No. 2018-96** Appointing an Interim Clackamas County Planning Director

F. Community Corrections

1. Approval of a Contract Amendment No. 3 and Renewal No. 2 with David J. Schuessler LPC PC dba Innovative Counseling Enterprises for Sex Offender Treatment Services - Procurement

G. Business & Community Services

1. Approval of a Grant and Cooperative Agreement L18AC00108 with the Department of Interior Bureau of Land Management Oregon State Office for the Dump Stoppers Program
2. Approval of a Contract with CXT, Inc. for the Purchase of a Precast Concrete Restroom at Barton Park – Procurement

H. Technology Services

1. Approval of Amendment No. 1 for a Service Level Agreement between Clackamas Broadband eXchange and the City of Sandy

V. DEVELOPMENT AGENCY

1. Approving the Conveyance of Development Agency Assets to Clackamas County, by and through the Department of Tourism and Cultural Affairs, Related to the Mt. Hood Cultural Center and Museum
2. Approval of Amendment No. 1 to the Storm-Line Easement for Clackamas Corporate Park

VI. WATER ENVIRONMENT SERVICES

1. Approval of Acquisition of an Easement from the City of Gladstone in Support of the 82nd Drive Bridge Rehabilitation Project

VII. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

The following item was approved and signed by Don Krupp, County Administrator on behalf of the Board in accordance with County Ordinance 07-2015. This action was necessary due to the cancellation of the September 13, 2018 Business meeting.

	DEPARTMENT	ITEM
1	WES <i>Via Procurement</i>	Approval of a Public Improvement Contract between Water Environment Services and HP Civil, Inc. for the Hoodland Water Recourse Recovery Facility Modernization Project

VIII. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED 10:53 AM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.
<https://www.clackamas.us/meetings/bcc/business>



Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of Clackamas County Housing Needs Assessment Amendment #1
 With Economic Consultants Oregon, LTD., DBA EcoNorthwest to provide a
 Housing Needs Assessment of Clackamas County**

Purpose/ Outcomes	To perform Countywide Housing needs assessment
Dollar Amount and Fiscal Impact	Original Contract: \$41,475 Amendment #1: \$132,750 Total Contract Value: \$174,225 That State of Oregon will fund \$100,000 of this work
Funding Source	Non-Departmental General fund and state grant
Duration	August 23, 2018-June 30, 2019
Previous Board Action	The BCC has discussed this project and the DLCD funding several times over the past year.
Strategic Plan Alignment	This action is in furtherance of the following County Goal: By 2022, 2000 units of housing, affordable to a variety of residents, will be developed within Clackamas County, through a combination of public and private partnerships, and appropriate regulatory changes. Of that number, the Housing Authority goal will be to provide 1000 units affordable to households earning 60% of the area median income or less
Contact Person	Dan Chandler 503-742-5394

BACKGROUND:

This is the contract for the Countywide Housing Needs Assessment, as proposed by C4. The Department of Land Conservation and Development will be funding \$100,000 of this work.

Procurement Process:

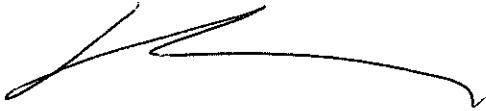
On November 20, 2017 a Request for Proposals was published for a Housing Needs Assessment for Clackamas County. On December 14, 2017 two proposals were submitted and Economic Consultants Oregon, LTD., DBA EcoNorthwest was selected to move forward in the Contract process. On August 21, 2018 the Contract was executed for Phase 4 services as proposed in the original Vendor submitted proposal. Total Contract value of Phase 4 was \$41,475.00.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached amendment and renewal.

Respectfully submitted,



Dan Chandler
Assistant County Administrator

Placed on the Agenda of _____ by the Procurement Division

AMENDMENT #1

**TO THE CONTRACT DOCUMENTS WITH ECONOMIC CONSULTANTS OREGON, LTD.,
DBA ECONORTHWEST
FOR CLACKAMAS COUNTY HOUSE NEEDS ASSESSMENT**

This Amendment #1 is entered into between Economic Consultants Oregon, LTD., DBA EcoNorthwest (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on August 23, 2018 (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 2. **Scope of Work** is hereby deleted and **replaced** as follows: To provide Housing Policy Analysis.

ADD Additional Scope to Section III **Scope of Work**:

The following additional scope of Work is hereby added to the Contract for Housing Policy Analysis for additional Task #1-3 and 5 to be completed. The additional Work is outlined in **Exhibit C**, dated September 24, 2018, attached and hereby incorporated by reference.

2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
Additional consideration is authorized to accomplish the additional Work in the amount of **\$132,750.00**.
The total Contract Consideration shall not to exceed \$174,225.00.

Original Contract	\$ 41,475.00
<u>Amendment #1</u>	<u>\$ 132,750.00</u>
Total Amended Contract	\$ 174,225.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

[Signature Page Follows]

Economic Consultants Oregon, LTD., DBA
EcoNorthwest
222 SW Columbia Street, Suite 1600
Portland, OR 97207

Authorized Signature

Printed Name

Date

107542-16/Oregon
Oregon Business Registry Number

Clackamas County Board of County
Commissioners by:

Chair

Recording Secretary

Date

Approved as to Form:

County Counsel

Date

DATE: September 27, 2018
TO: Dan Chandler
FROM: Beth Goodman
SUBJECT: CLACKAMAS COUNTY HNA: SCOPE OF WORK

This memorandum presents ECONorthwest's proposed work program for a Clackamas County Housing Needs Analysis (HNA). The HNA will result in a hearings-ready housing needs analysis and buildable lands inventory for unincorporated Clackamas County. It will also include baseline-housing needs analysis for the cities of: Barlow, Canby, Estacada, Gladstone, Happy Valley, Johnson City, Molalla, Oregon City, Rivergrove, West Linn, and Wilsonville.

Task 1. Kickoff

The project kick-off will provide an opportunity to discuss the project, clarify the project objectives, and begin discussion of key policy issues with county and city staff. The subjects that will be discussed at the project kick-off are: clarification of study objectives, state and local policies related to developing the HNA, key policy issues, and necessary clarifications of the project scope and schedule.

This kickoff meeting will be the TAC Meeting #1.

Due by October 17, 2018.

Task 2. Housing Needs Analysis

The purpose of this task is to develop a HNA that is compliant with the requirements of Goal 10 and OAR 660-007 (for cities within the Metro UGB) and OAR 660-008 and ORS 197.296 (for cities outside of the Metro UGB). We propose to use the approach described in Task 2 of the Planning for Residential Growth workbook to develop the HNA for the cities and county. The specific steps in the HNA are:

1. Project number of new housing units needed in the next 20 years.
2. Identify relevant national, state, and local demographic and economic trends and factors that may affect the 20-year projection of structure type mix.
3. Describe the demographic characteristics of the population and, if possible, housing trends that relate to demand for different types of housing.
4. Determine the types of housing that are likely to be affordable to the projected households based on household income.
5. Estimate the number of additional needed units by structure type.

6. Determine the needed density ranges for each plan designation and the average needed net density for all structure types.

We will work with city and County staff to develop the key assumptions necessary for the HNA. Where possible and appropriate, we recommend consideration of “safe harbor” assumptions described in OAR 660-024. The HNA and data collection will take into account of housing needs in the Portland Region, including the need for affordable housing.

Our approach to developing the HNA will be to start by gathering the typical data used in an HNA, such as: demographic, socioeconomic, and housing data. The sources of these data typically include: the U.S. Census and American Community Survey, Claritas, Property Radar, existing plans and studies, and data about recent development (e.g., building permit data). The study will include a review of recent development activity that focuses on housing types and densities, as well as any housing projects in the development pipeline. Appendix A describes the types of data that will be included in the HNA.

When developing the HNA, we will “ground-truth” the analysis with City and County staff, focusing on issues such as recent trends in demographics, housing development, housing affordability, and housing density and mix. The focus of this task is identifying housing needs for areas within the Metro UGB (cities and unincorporated Clackamas County) and cities outside of the Metro UGB. This task will also include information about socioeconomic factors affecting housing affordability and the housing market of unincorporated areas of Clackamas County outside of the Metro UGB and outside of other cities’ UGBs.

The product of Task 2 will be a housing needs analysis that documents housing needs in unincorporated Clackamas County in the main HNA (with a focus on housing needs of unincorporated Clackamas County within the Metro UGB), data appendices that present key data about the housing needs for the participating cities and the entire County, and a baseline estimate of housing need¹ for each city in city-specific appendices.

TAC Meeting #2 will present the preliminary results of the HNA, focusing on the baseline analysis of housing needs, getting additional feedback on the implications for housing needs across the county.

Draft of need baseline housing need by December 21, 2018.

¹ A baseline assessment of housing need for the participating cities will show: (1) the number of new needed dwelling units, (2) the mix of new needed dwelling units by type of unit (i.e., single-family detached, single-family attached, and multifamily housing) based on the historical mix of housing, (3) needed housing by income level, and (4) the potential implication of changes in demographic, socioeconomic, and housing costs that may affect future housing needs. This baseline assessment will not provide a forecast of needed housing for the cities. The cities will need to work with local stakeholders and decisionmakers to understand the implications of the baseline housing assessment for future needed housing mix and density in their community to complete a city-specific housing needs analysis.

Task 3. Buildable Lands Inventory

An essential element of a HNA is the buildable lands inventory. The complexity in this project is developing buildable inventories for each of the 11 cities and for unincorporated Clackamas County.

This task will result in a comprehensive inventory of residential buildable lands. We will coordinate with City and County staff to obtain the required GIS data coverages.

As much as possible, we propose to use the same assumptions and methodology for the BLI analyses across cities and the unincorporated areas of the County. The methodology for the Cities and unincorporated areas of the County within the Metro UGB will differ from areas outside of the Metro UGB.

- **Areas within the Metro UGB.** We propose to use the Metro BLI (January 2018) as the starting point for the BLI for cities and unincorporated areas of the County within the Metro UGB. We will work with the cities and County to verify the results of the BLI, as described in Step 4 below.
- **Areas outside of the Metro UGB.** We propose to use our standard approach to developing a BLI for cities and unincorporated areas of the County outside the Metro UGB. This approach is based on the DLCD workbook, *Planning for Residential Growth – A Workbook for Oregon’s Urban Areas*, which specifically addresses residential lands. We will also consider the definitions and requirements in OAR 660-008, and OAR 660-024 that pertain to buildable lands inventory. We will work with the cities and County to determine which Goal 14 “safe harbors” are applicable for use in the BLI.

The following steps provide detail on how ECONorthwest proposes to conduct the buildable lands inventory, both for areas within and outside of the Metro UGB.

- **Step 1: Gather and Assemble Data.** ECONorthwest will develop a data request to the County and cities to obtain the appropriate datasets. The County can play a role in helping assemble the data for the cities.
- **Step 2: Classify Land.** The first analytical step in a buildable lands analysis is the classification of each tax lot into a set of mutually exclusive categories. We will develop a set of working definitions that specify the rules with input from County staff. We propose a classification similar to the categories that follow: vacant, undevelopable, partially vacant, developed, potentially redevelopable, and public. We propose to use these same definitions across all of the cities and unincorporated areas of the County.
- **Step 3: Identify Constraints.** A key issue in identifying buildable lands is netting out lands that have physical or policy constraints. Constraints that are typically considered in buildable lands inventories include: wetlands; riparian areas; steep slopes; geological hazards; and floodplains and floodways. Not all of these lands are undevelopable. For example, many cities allow development in floodplains consistent with the National Flood Insurance Program (NFIP) requirements. Thus, the inventory should differentiate between absolute constraints (constraints backed by policy that preclude development)

and partial constraints (constraints that do not preclude development but will likely require development at lower densities). We will propose one set of constraints to use across all cities and the unincorporated areas of the County and will (where necessary) customize the analysis of constraints to fit the city and county policies.

- **Step 4: Verification.** After classifying tax lots, ECONorthwest will work with city and County staff to verify the classifications and development constraints. The verification step will utilize aerial photos and field work, if necessary. This step will result in modifications to the tabular database and maps. We will provide the revised database and maps to city and County staff for final review and comment after this step. ECONorthwest will provide draft BLI maps for one round of review by staff at each city and the County and will address the changes requested by each jurisdiction.
- **Step 5: Summarize Results.** The buildable land summary will take the form of maps and tables. At a minimum, the maps/tables must show vacant residential lands; we typically include a suite of maps/tables that include all lands by classification, constraint overlays, lands with development capacity by plan or zoning designation, and vacant lands with constraints. While these are demonstrative of a typical analysis, once the base inventory data are developed, many additional variations are possible.

The product of Task 3 will be a buildable lands inventory that documents residential buildable land by plan designation. The BLI will be presented separately for each city in city-specific appendices and the unincorporated areas of Clackamas County the HNA report.

TAC Meeting #3 will present the results of the BLI and discuss methodology and results with TAC members, getting additional feedback on the BLI results.

Draft BLI by March 8, 2019

Task 5. Final Products

The products of this project will be:

- A Goal 10 compliant and hearings-ready housing needs analysis for portions of unincorporated Clackamas County within the Metro UGB.
- A memorandum for each of the 11 participating cities with a baseline housing needs analysis, which will provide the basis for local discussion of housing needs within the participating cities. The memoranda will summarize the supply of land and demand for land under current assumptions, with identification of key issues and recommendations for next steps. The memoranda will be appendices of the final report.
- Analysis and information to better understand socioeconomic factors affecting housing affordability and the housing market of unincorporated areas of Clackamas County outside of the Metro UGB and outside of other cities' UGBs. This information will be integrated into the final report.
- Four TAC meetings with staff from the cities and counties.

As much as possible, the final products will be designed to provide information that the cities could use to develop a local HNA. The primary product will be a hearings-ready HNA for unincorporated Clackamas County within the Metro UGB, which will present housing needs data and a BLI for each city as separate appendices to the document. The final products will include maps, tables, and GIS data for the buildable lands inventory for each jurisdiction.

TAC Meeting #4 will present the results of the comparison of land supply and demand to describe whether there is sufficient land to meet the housing needs for expected growth.

Draft Clackamas County Housing Needs Analysis for Unincorporated Clackamas County within the Metro UGB, with Analysis of Housing Needs within selected cities and Housing Affordability and Housing Market within unincorporated Clackamas County: May 1, 2019

Final hearings-ready Clackamas County Housing Needs Analysis for Unincorporated Clackamas County within the Metro UGB, with Analysis of Housing Needs within selected cities and Housing Affordability and Housing Market within unincorporated Clackamas County: June 15, 2019

Final appendix memoranda for each city: June 26, 2019

Fees

ECONorthwest proposes to complete the project for a not-to-exceed amount of \$174,000. Table 1 shows the hourly rates for the staff who will work on the project, expenses (travel expenses only), and budget by task.

DLCD has awarded Clackamas County a grant to support development of the baseline housing needs analysis for the 11 participating cities. Clackamas County is funding the remaining portions of the project. While Task 4 in Table 1 (Housing Policy) is an essential part of conversations about housing need in Clackamas County, that task is being completed as a separate project funded by Clackamas County.

Table 1. Budget and Fees

Labor	\$/Hour	HOURS by TASK					TOTAL		
		Kickoff Task 1	BLI Task 2	HNA Task 3	Housing Policy Task 4	Final Products Task 5	Hours	\$	%ofBdgt
ECONorthwest									
Project Director (Parker)	195.00	6	60	26	30	30	152	29,640	17%
Senior Planner (Goodman)	145.00	14	30	85	120	100	349	50,605	29%
Senior Advisor (Juntunen)	185.00				35	8	43	7,955	5%
Senior GIS Analyst (Rundell)	140.00		180				180	25,200	14%
Associate	115.00			150	60	40	250	28,750	17%
Research Analysts	85.00		110	175	50	30	365	31,025	18%
Sub-Total		20	380	436	295	208	1,339	173,175	99%
Total Labor		3,200	50,600	49,520	40,875	28,980		173,175	99%
Direct Expense		150		150	600	150		1,050	1%
Total by Task		3,350	50,600	49,670	41,475	29,130		\$ 174,225	100%
%of Total Budget		2%	29%	29%	24%	17%		100%	

Appendix A: Data Requested in the RFP

The RFP provides an ambitious list of data required for the project that goes significantly beyond the data needed to complete an HNA. Table 2 (below) lists the data requested in the RFP and describes potential sources and notes about each type of data.

Some of the data requested is found in a typical HNA. The data not typically included in a HNA is often not included because the data is not collected by other organizations (e.g., the Census or other standard data sources). Obtaining this data can be complicated and costly.

Some summary notes of significant potential issues in Table 2:

- In several instances, the data requested would only be available from a household survey, such as housing conditions. If the data was to be statistically valid for each of the cities and the county, a household survey to obtain that data would likely have a sample size of 20,000 households or more. Such a survey could cost \$100,000 or more. If primary data is essential, we could conduct a more limited survey that would be statistically valid for the entire study area, but potentially not every participating jurisdiction. One approach would be to group cities with similar characteristics together—a process that would be complicated and controversial. Our proposal does not include such a survey because the cost seems prohibitively high. If the County is interested in conducting such a survey, we would be happy to discuss the options for implementing a housing survey, which ECONorthwest has substantial experience with.
- In several instances, obtaining and developing the data requested in Table 2 from the RFP will require assistance from City and County staff. For instance, developing the buildable lands inventory will require information and assistance from each jurisdiction participating in the project. This will require both commitment to provide the information and assistance from staff and it will require a significant amount of time from ECONorthwest, to work with each jurisdiction to develop the buildable lands inventory. Our proposal does include development of buildable lands inventories for each jurisdiction because they are fundamental to identifying residential land deficits for a HNA.

Table 2. Data Requested in the RFP

	Requested Data	Potential Sources and Notes
Existing Housing Stock	By tenure – rent, own	The typical source of housing tenure is the U.S. Census.
	By type – single, multi family, manufactured, rental, senior	The typical source of housing tenure is the U.S. Census. This information can be supplemented by other data, where available.
	Subsidized, income-restricted units	The Clackamas County Housing Authority should have information about this type of housing.
	Age-restricted units for subsidized affordable housing	The Clackamas County Housing Authority should have information about this housing type.
	Handicap-accessible units for subsidized affordable housing	The Clackamas County Housing Authority should have information about this housing type.
	Special needs units (e.g., D.O.C. transitional housing)	The Clackamas County Housing Authority may have information about this housing type.
	Units in mobile and manufactured home parks	The Oregon Housing and Community Services department has a database of mobile home parks.
	Unrestricted market-rate units	The typical source of housing tenure is the U.S. Census.
	Single-family and multi-family	The typical source of housing tenure is the U.S. Census.
	Sales price and rents	The Clackamas County Assessor’s database can provide information about property values. However, assessor’s databases typically report information about housing value using the requirements of Oregon’s property tax, which may underestimate real market values. We suggest using data about housing sales prices, from sources like Property Radar. Rent information in the American Community Survey’s 5-year estimates is generally low because rental costs have risen sharply in the past 2 to 3 years. Information about rents may be available from a source like CoStar but data is likely to be limited to larger cities. Collecting rent data may require conducting a rent survey, to estimate average rents across cities in the County.

	Requested Data	Potential Sources and Notes
	By age	The U.S. Census provides information about housing age. †
	Vacancy rates	Vacancy information in the American Community Survey's 5-year estimates is generally high because vacancy rates have decreased sharply in the past 2 to 3 years. Collecting rent data may require conducting a rent survey, to estimate average rents across cities in the County.
Housing and land issues	Buildable Land Inventory	Developing a buildable lands inventory for each of the 11 cities and the unincorporated county will require obtaining information from each jurisdiction such as zoning. It will require assistance in developing key assumptions and reviewing the results of the inventory by staff at each jurisdiction.
	Housing market turnover/sales data	This data is available from a third-party company like Property Radar.
	Building permit history	This data would need to be provided by each of the 11 cities and county.
	Rental Housing Demand	This would be determined in the HNA.
	Development of new housing stock	This would come from the building permit history and may be supplemented by city and county staff by identifying other housing projects not yet permitted.
Demographics	Population and demographic trends	Population forecasts are available from the Portland State University for the cities outside of the Metro UGB and from Metro's 2016 forecasts for cities within the Metro UGB. Portland State University's forecasts are available in five-year increments but Metro's are not. Forecasts for age are available at the County-level but are not available at the city-level.
	Households by income, age, size	This information is available from the U.S. Census. But forecasts are not generally available for these demographic characteristics. We recommend against forecasting these characteristics, given the high likelihood of the forecasts being dramatically incorrect. We typically use existing characteristics as the basis for understanding future housing needs, acknowledging that there will be some changes in these characteristics.
	Wages and household income	This information is available from the U.S. Census and Oregon Employment Department. But forecasts are not generally available for these demographic characteristics. We recommend against forecasting these characteristics, given the high likelihood of the forecasts being dramatically incorrect. We typically use existing characteristics as the basis for understanding future housing needs, acknowledging that there will be some changes in these characteristics.
	Migration patterns	Migration information is available from Portland State University.

	Requested Data	Potential Sources and Notes
Economics	Economic base – by industry and key employer	This information is available from the Oregon Employment Department from the Quarterly Census of Employment and Wages (QCEW) data. It is geocoded data, available for the cities and unincorporated areas of the county.
	Anticipated employment trends	The Oregon Employment Department forecasts county-wide growth Metro forecasts employment growth for cities within the Metro UGB.
	Commuting patterns – employment and services (ex. education, retail, health care, manufacturing, etc.)	This data is available from the U.S. Census’s OnTheMap tool. It may also be available from transportation studies conducted for the county and cities.
	Workforce Housing Needs and Availability	This information typically comes from the HNA in the forecast of future housing need based on income.



October 18, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for the renewal of the lease agreement HSCG89-18-1-0034 with the United States Coast Guard for a portion of property on Hog Island for Willamette River Light 14

Purpose/Outcomes	This agreement will allow Willamette River Light 14 to continue to provide Aid to Navigation (ATON) per Congressional appropriations.
Dollar Amount and Fiscal Impact	This is a no cost renewal agreement in support of the U.S. Coast Guard.
Funding Source	No General Fund resources are currently allocated to this program.
Duration	October 1, 2018 to September 30, 2019 with nine (9) consecutive renewals and a final expiration date of September 30, 2028.
Previous Board Action	November 20, 2008: Board of County Commissioners approved and signed a ten year lease with the U.S. Coast Guard to continue the use of a section of land on Hog Island for Willamette River Light 14 ATON. This prior lease agreement is expiring.
Strategic Plan Alignment	1. Management of Tax Foreclosed properties 2. Build public trust through good government.
Contact Person	Rick Gruen, Business & Community Services, Property Disposition Division Manager, 503-742-4345

BACKGROUND: Clackamas County's Department of Assessment and Taxation annually forecloses on tax-delinquent properties. The foreclosure process is a six year process – taxes must be delinquent for three years, then a two year judgment is filed and in the sixth year foreclosure occurs and the property is deeded to the county in lieu of uncollected taxes. Following the recording of the deed in the county's name, the management and disposition is then transferred to the Business & Community Services (BCS) Property Disposition Division. The BCS Property Disposition Division manages, administers, and disperses these tax foreclosed real property assets in a cost effective manner that will provide a county public benefit.

Hog Island is one of the tax foreclosed real property assets currently being managed the BCS Property Disposition Division. Approving the updated lease for the Willamette River Light 14 ATON at Hog Island will continue to offer a public benefit for navigation purposes along this section of the Willamette River.

County Counsel has reviewed and approved the attached updated lease agreement.

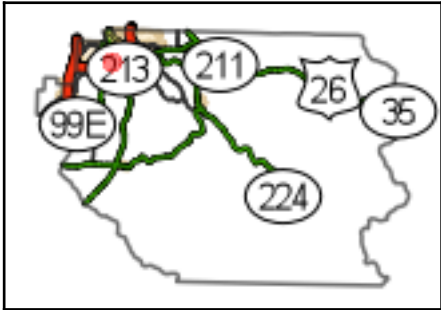
RECOMMENDATION: Staff respectfully recommends board approval for the renewal of lease agreement HSCG89-18-1-0034 between BCS - Property Disposition and the U. S. Coast Guard for the continued use of a portion of land on Hog Island for Willamette River Light 14 ATON.

Respectfully submitted,

Laura Zentner, Director
Business and Community Services

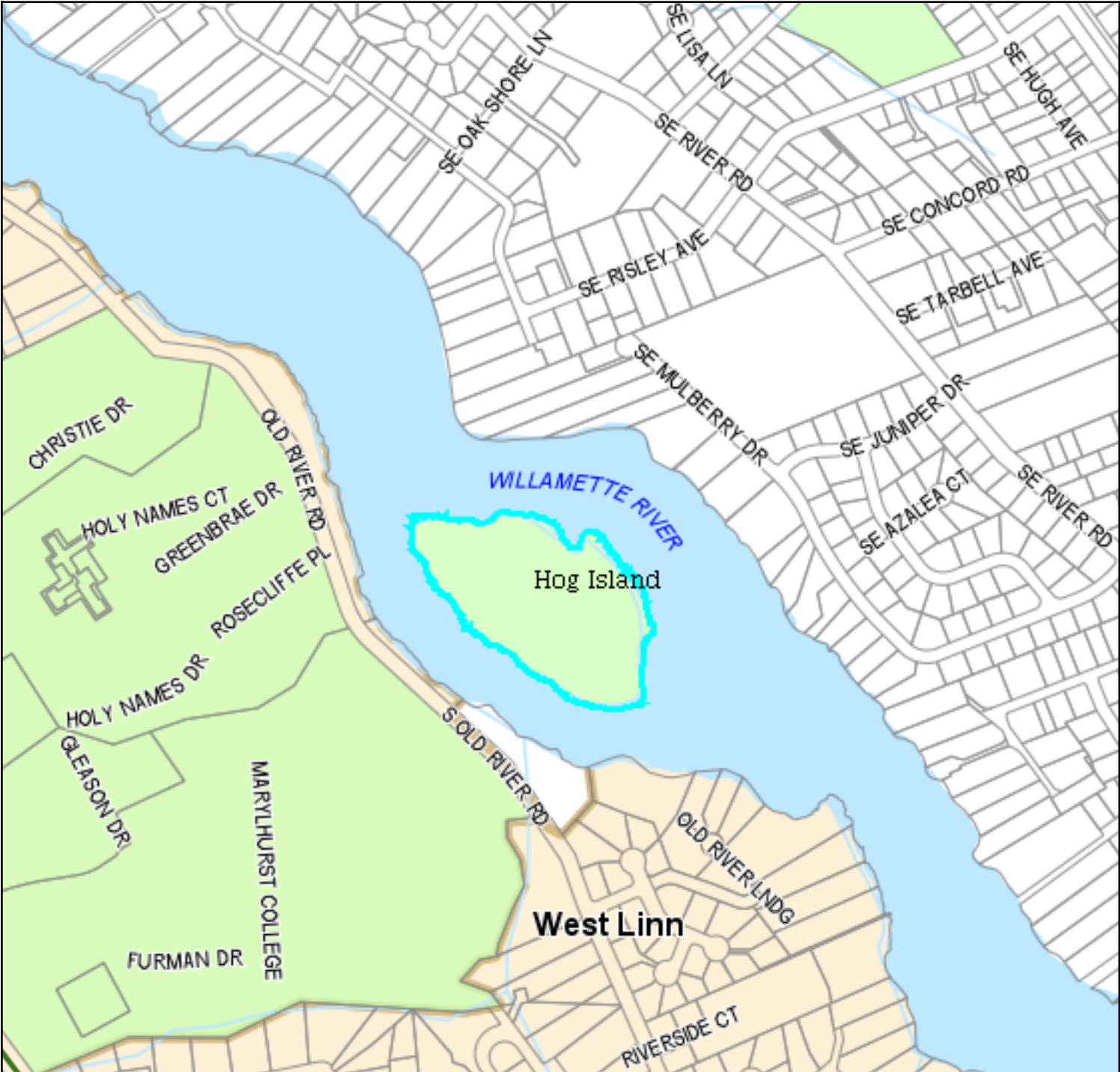
Clackamas County

Hog Island - USCG Lease



Geographic Information Systems
168 Warner Milne Road
Oregon City, OR 97045

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before



U. S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE 1 October 2018	LEASE NO. HSCG89-18-1-0034	RPUID 46933
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PURPOSE. Pursuant to specific Congressional appropriations and 14 U.S.C §92(f) , the statutory authority to acquire real property interests where required for the purpose of carrying out any project or purpose for which an appropriation has been made. The parties understand that the sole purpose of the Lease is to secure for the Coast Guard a site to operate an Aid to Navigation (ATON).

THEREFORE THIS LEASE, made and entered into this date by and between **Clackamas County**, whose address is **150 Beavercreek Road, Oregon City, Oregon 97045**, and whose interest in the property hereinafter described is that of owner (“Lessor”), and the **Commanding Officer, U.S. Coast Guard, Civil Engineering Unit – Oakland, Planning and Real Property Branch, 1301 Clay Street, Suite 700N, Oakland, California, 94612-5203**, on behalf of the **UNITED STATES OF AMERICA**, hereinafter called the (“Government”), pursuant to 14 U.S.C. §92(f), for the consideration hereinafter mentioned.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. Lessor hereby leases to the Government the following described Premises:

A plot of land 25 feet by 25 feet located on the northwest corner of Hog Island at Mile 22 of Willamette River; more specifically located in Tax Lot 100, Section 14, Township 2 South, Range 1 East, Willamette Meridian, Clackmas County, Oregon (Latitude 45.402133 Longitude -122.644050).

2. To be used for: **OR WILLAMETTE RIVER LIGHT 14**

3. **TO HAVE AND TO HOLD** the said Premises with their appurtenances for the term beginning on October 1, 2018 through September 30, 2019 subject to termination, extension, and renewal rights as may be hereinafter set forth.

4. The Government shall pay the Lessor annual rent of **\$0.00 (no dollars and no cents)**.

5. The Government may terminate this Lease, at any time without cause and without cost, by giving at least thirty (30) days written notification to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

6. This Lease may be extended at the option of the Government for nine (9) successive one (1) year option periods with the same conditions and payment formula listed in paragraph 4 above provided adequate funds are appropriated annually by Congress, provided notice is given in writing to the Lessor at least thirty (30) days before the end of the original lease term or any extension term; all other terms and conditions of this Lease shall remain the same during any extension. Said notice shall be computed commencing with the day after the date of mailing.

7. The Lessor shall furnish to the Government as part of the rental consideration the following:

a. The right of ingress and egress over the adjacent property of the Lessor for the Government, its contractors or other duly authorized representatives, necessary or convenient for the maintenance, repair operation and replacement of Government equipment located on its Leased Premises.

b. The right to maintain the range lines of sight for navigation free from all obstructions, including but not limited to, trees, vegetation and debris.

c. The Lessor shall notify the Government, in writing, within thirty (30) days of any transfer of ownership of the described Premises.

8. The Area Map labeled Exhibit “A” is attached and made a part hereof:

9. **SUCCESSORS BOUND:** The Lease shall bind, and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

10. **SUBLETTING/ASSIGNMENT:** Government may not sublet or assign Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

11. **ENVIRONMENTAL PROTECTION:** The Government is limited by Federal Law as to the assumption of liability for its acts or omissions. Within its legal limitations and appropriations, the Government agrees to the following: Government may not unlawfully pollute the air, ground or water, nor create a public nuisance. Government shall, at no cost to the Lessor, promptly comply with all applicable Federal, state, and local laws, regulations, and directives regulating the quality of the environment. This does not affect the Government's right to contest the validity of such laws, regulations or directives or to try to enjoin their applicability. Government shall use all required means to protect the environment and natural resources from any damage arising from Government's use of the facility and activities incident to its use. If any damage results to the environment or natural resources, Government shall restore the environment or damaged resources. Government agrees to comply with all applicable federal, state and local environmental laws and regulations, including, but not limited to, those laws concerning any petroleum products, toxic substances, medical wastes and hazardous materials, substances or wastes.

12. **ANTI-DEFICIENCY ACT (31 U.S.C. §1341 as amended):** Nothing in this Lease shall constitute an obligation of funds of the United States in advance of appropriation thereof.

13. **INDEMNIFICATION:** The Government, in the manner and to the extent provided by the Federal Tort Claims Act (28 U.S.C. §2671-2680) shall be liable for claims for damages or cost and expenses, including but not limited to fire damage, loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, invitees, employees and agents in the use of the property.

14. **INSURANCE:** Government is a sovereign entity and as such is not required to provide Lessor with any certificate of insurance or notice of renewal, termination, cancellation, expiration or alteration of insurance policy.

15. **OWNERSHIP OF IMPROVEMENTS:** It is understood and agreed that any improvements added by the Government belong to the Government.

16. **EQUIPMENT INSTALLATION AND OPERATION.** The Government shall have the right during the term of this Lease to install, operate, maintain, repair, and replace upon the Premises, including but not limited to any other improvement presently existing or to be constructed upon the Premises, or related or ancillary to, the operation, performance, and maintenance of the equipment and infrastructure. Upon termination of this Lease, the Lessor shall permit the Government all reasonable access to the Premises for the purpose of removing or otherwise disposing of the equipment or any part thereof, and the Government shall conduct its removal of the equipment or any part thereof in a reasonable and safe manner and within a reasonable period of time, in accordance with all Federal, state, and local law.

17. **IMPROVEMENTS AND ALTERATIONS.** The Government shall have the right during the term of this Lease, as long as the prior written consent of Lessor is received by the Government, which consent shall not be unreasonably withheld or delayed by Lessor, to make improvements and alterations, erect structures, and attach fixtures and signs upon the Premises. Government acknowledges that Lessor's consent to the installation of any such improvements may be conditioned upon a reasonable increase in the Rental Amount payable by Government to Lessor pursuant to condition 4 of this Lease. If Lessor consents to the installation of such improvements, Lessor shall deliver to Government an amendment to this Lease and any other documents required to evidence such a modification. The Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Premises. Any improvements, structures, fixtures or signs attached to or otherwise erected upon the Premises shall remain the property of the Government and may be removed or otherwise disposed of by the Government. Such disposition by the Government may include abandoning the improvement, structure, fixture, or sign in place. The Government shall be under no obligation to restore the Premises, or any part thereof, upon termination of this Lease.

18. **OFFICIALS NOT TO BENEFIT:** No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or any benefit to arise there from, but this provision shall not be construed to extend to this

Lease if made with a corporation whose membership includes a member or delegate to Congress or Resident Commissioner who indirectly receives a general benefit from this Lease.

19. AMENDMENT OR MODIFICATION: No amendment or modification shall be valid unless evidenced by an agreement in writing signed by both parties.

20. GOVERNING LAW: The parties shall construe the Lease to be in accordance with and governed by the laws of the State of Oregon, insofar as those laws are consistent with applicable federal laws and regulations.

21. SEVERABILITY: If any term or provision of this Lease is held invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

22. PAYMENTS OF TAXES AND ASSESSMENTS: The Government is not responsible for or liable for the payment of any real property taxes, personal taxes or assessments levied or assessed upon or against the Leased Premises.

23. ENTIRE AGREEMENT: This Lease, with attachment(s), constitutes the only agreement between Lessor and Government. Any prior understanding or representation of any kind, which proceeded the date of this Lease, are not binding on either party, except to the extent the understandings are incorporated into this Lease.

24. MUTUAL AUTHORITY: Lessor and Government represent and warrant to each other that they have full right, power and authority to enter into this Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. Furthermore, the signatories on behalf of Lessor and Government further represent and warrant that they have full right, power and authority to act for and on behalf of Lessor and Government in entering into this Lease.

25. LEASE ADMINISTRATION AND PAYMENTS:

a. The following office shall administer this Lease:

Commanding Officer
Civil Engineering Office Oakland (rp)
1301 Clay Street, Suite 700N
Oakland, CA 94612-5203

b. The following office processes lease payments:

US Coast Guard Finance Center
1430 Kristina Way
Chesapeake, VA 23326-1728

26. TAX IDENTIFICATION: Government regulations require a Lessor tax identification number (TIN/SSN). Lessor hereby certifies that the following TIN/SSN and telephone number are correct:

TIN/SSN: _____

Telephone Number: _____

DUNS: _____

Registered in SAM: _____ Yes _____ No

Date

Signature

27. PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGMENT:

a. Method of Payment:

1) All payments by the Government under this contract shall be made by electronic fund transfer (EFT), except as provided in paragraph “a.2)” of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

2) In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either accept payment by check or some other mutually agreeable method of payment or request the Government extend the payment due date until such time as the Government can make payment by EFT (see paragraph “d.” of this clause).

b. Lessor EFT information. The Government shall make payment to the Lessor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Lessor shall be responsible for providing the updated information to the SAM database.

c. Mechanisms for EFT payment. The Government may make payments by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

d. Suspension of payment. If the Lessor EFT information in the SAM database is incorrect, then the Government need not make payment to the Lessor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

e. Lessor EFT arrangements. If the Lessor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Lessor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address is applicable) listed in the SAM database.

f. Liability for incomplete or erroneous transfer:

1) If an incomplete or erroneous transfer occurs because the Government used the Lessor’s EFT information incorrectly, the Government remains responsible for making a correct payment, paying any prompt payment penalty due and recovering any erroneously directed funds.

2) If any incomplete or erroneous transfer occurs because the Lessor’s EFT information was incorrect, or was revised within thirty (30) days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and if funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of an erroneously directed funds or if the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph “d” of this clause shall apply.

g. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

h. EFT and assignment claims. If the Lessor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Lessor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor, in the absence of proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph “d” of this clause.

i. Liability for change to EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Lessor’s financial agent.

j. Payment information. The payment or disbursing office shall forward to the Lessor available payment information that is suitable for transmission as of the date of release of EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph “a” of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

28. CLAUSES INCORPORATED BY REFERENCE. This Lease incorporates one or more clauses by reference with the same force and effect as if they were given in full text. The full text may be found in GSA Form 3517B (Rev. 6/2016), and the following clauses are incorporated by reference:

GSA Form 3517B

<u>Clause Number</u>	<u>48 CFR Reference</u>	<u>Clause Title</u>
3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
4	552.270-24	STATEMENT OF LEASE
5	552.270-25	SUBSTITUTION OF TENANT AGENCY
6	552.270-26	NO WAIVER
8	552.270-28	MUTUALITY OF OBLIGATION
9	--	DELIVERY AND CONDITION
10	--	DEFAULT BY LESSOR
17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
19	552.270-31	PROMPT PAYMENT
20	552.232-23	ASSIGNMENT OF CLAIMS
21		PAYMENT
24	552.270-32	COVENANT AGAINST CONTINGENT FEES
28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
30	552.270-13	PROPOSALS FOR ADJUSTMENT
31	--	CHANGES
34	52.233-1	DISPUTES
35	52.222-26	EQUAL OPPORTUNITY
36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
40	52.222-37	EMPLOYMENT REPORTS ON VETERANS

29. This Lease supersedes Lease No. DTCG89-99-L-S-24-018.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE

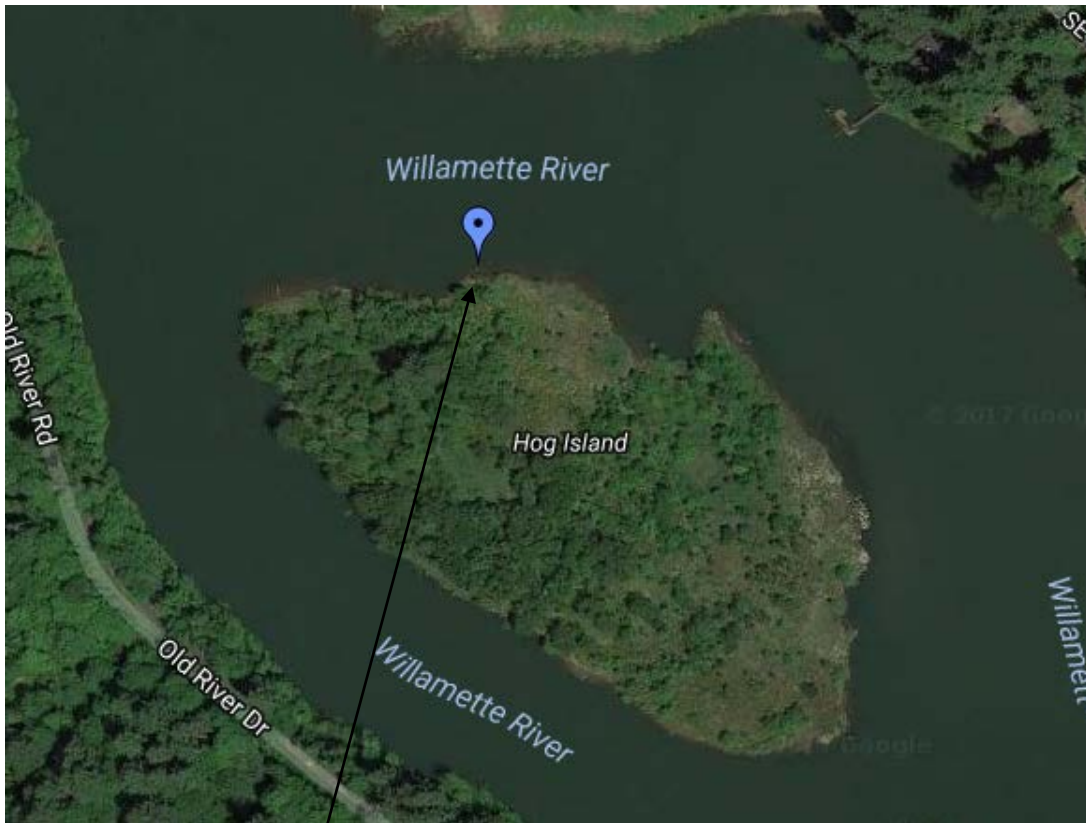
NAME OF SIGNER

David E. Brumley

OFFICIAL TITLE OF SIGNER

USCG Real Estate Contracting Officer
United States Coast Guard

EXHIBIT "A"



Willamette River Light 14



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

October 18, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Service Level Agreement Amendment #1 between
Clackamas Broadband eXchange and Estacada School District

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for amendment #1 of a Service Level Agreement (SLA) with the Estacada School District for a new dark fiber connection to Clackamas ESD on the southern route for redundancy.
Dollar Amount and Fiscal Impact	Estacada School District will pay a recurring lease fee of \$3,060.00 annually and \$1,000.00 for nonrecurring costs.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget.
Duration	Effective upon signature by the board, the SLA is automatically renewed on a year to year basis.
Previous Board Action	Board previously approved CBX to build and maintain a dark fiber network for North Clackamas School District.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing to provide a new fiber connection to create a redundant dark fiber route for the Estacada School District. This will harden their fiber connection to Clackamas ESD to help prevent any loss of signal due to any winter storms.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber connections for the Estacada School District. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

AMENDMENT #1

**TO THE CLACKAMAS COUNTY/ESTACADA SCHOOL DISTRICT FIBER OPTIC SERVICE
LEVEL AGREEMENT**

This Amendment #1 is entered into by and between the Estacada School District (“Customer”) and the Clackamas County (“County”) and it shall become part of the Fiber Optic Service Level Agreement entered into by and between the parties on April 9, 2015 (“Contract”).

The Purpose of the Amendment #1 is to make several changes to Appendix A, Service and Rate Schedule, of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon that Appendix A is hereby amended as follows:

1. Appendix A, Section 4, Annual Recurring Charges, is amended to add the following additional service location:

From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
2 Estacada School District 255 NE 6 th Ave Estacada, OR 97023	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	One Pair (two) dark fibers Southern route	\$255.00

2. Appendix A, Section 5, Nonrecurring Charges, is amended to add the following nonrecurring charge:

From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
2 Estacada School District 255 NE 6 th Ave Estacada, OR 97023	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Construction	\$1,000.00

3. Appendix A, Section 7, Annual Consumer Price Index (CPI) Adjustments, is deleted and replaced with the following:


All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the

information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Except as expressly amended above, all other terms and conditions of the Contract, and Appendix A, shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Estacada School District

Clackamas County



Authorized Signature

Authorized Signature

W.N. Hogan, Business Manager

Name / Title (Printed)

Name/Title (Printed)

10/16/18

Date

Date



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

October 18, 2018

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Grant Agreement with Oregon Parks and Recreation Department (OPRD) for Development of a Nature Play Area at the Boardman Wetland Property

Purpose/Outcomes	Allows NCPRD to receive Local Government Grant Program (LGGP) funding for the development of the Boardman Wetland Project. This Project will build a nature play area adjacent to the planned natural area and boardwalk amenities in the Jennings Lodge area, an underserved area within the District.
Dollar Amount and Fiscal Impact	Approximately \$560,000 of SDC funds as a match
Funding Source	Zone 2 System Development Charges (SDCs)
Duration	2 years from date of execution.
Previous Board Action	<ul style="list-style-type: none"> • <i>2/15/2018 NCPRD Board Meeting:</i> Approval of Resolution 2018-15 authorizing NCPRD to apply for OPRD grant funds to develop a nature play area at the site • <i>3/29/18 BCC Business Meeting:</i> Approval of Purchase and Sale Agreement with OLWSD for the Boardman Wetland Park site. • <i>9/6/18 BCC Business Meeting:</i> Approval of Assignment of IGA for Metro Nature in Neighborhoods grant from OLWSD to NCPRD. • <i>9/27/18 BCC Business Meeting:</i> Approval of Assignment of IGA for Metro Nature in Neighborhoods grant from OLWSD to NCPRD.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, NCPRD Director, 503-742-4421 Tonia Williamson, Natural Areas Coordinator, 503-742-4357

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) applied for a Local Government Grant Program (LGGP) award from the Oregon Parks and Recreation Department (OPRD) to develop a nature play area at the Boardman Wetland Property. This grant will allow the District to be reimbursed up to up to \$385,000 for the construction of the nature play area. NCPRD is contributing Zone 2 SDC funds in the amount of \$560,000 in matching funds.

NCPRD is partnering with Oak Lodge Water Services District (OLWSD) on the development of the Boardman Wetland Project (Project). The Project is a nearly 6-acre site located between Boardman and Jennings Avenues. This project will bring a developed natural area including a boardwalk and nature play area to an underserved area of the District.

In February 2018, the Board approved a resolution allowing NCPRD to apply for LGGP funding to help develop this component of the Boardman Wetland Project. In June 2018, NCPRD was notified the application would be recommended to the grant committee for funding. The grant was officially awarded in September of this year and this agreement allows NCPRD to receive these funds.

County Counsel has reviewed and approved the language of this agreement.

RECOMMENDATION:

Staff recommend the Board approve the Oregon Parks and Recreation Department (OPRD) Local Government Grant Program Agreement with North Clackamas Parks and Recreation District (NCPRD) and delegate authority to the BCS Director, Deputy Director or Designee to sign all documents necessary to effectuate the same.

ATTACHMENT:

Oregon Parks and Recreation Department Local Government Grant Program Agreement

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



Oregon

Kate Brown, Governor

Parks and Recreation Department

Headquarters - Administration

725 Summer St NE Ste C

Salem, OR 97301-1266

(503) 986-0980

Fax (503) 986-0794

www.oregonstateparks.org



October 2, 2018

Tonia Williamson
North Clackamas Parks and Recreation District
150 Beaver Creek Rd
Oregon City, OR 97045

RE: **Project Agreement**
Local Government Grant Program
LG18-005 – Boardman Wetland Natural Area

Tonia:

Congratulations on your successful application for grant funds for the Boardman Wetland Natural Area project.

Enclosed you will find two original copies of the **Local Government Grant Program Agreement** between Oregon Parks and Recreation Department (OPRD) and the North Clackamas Parks and Recreation District. This agreement must be approved and signed by you or the appropriate representative, and our office, in order to receive grant funds.

Please sign both copies of this agreement and return them both to our office. We will then return a fully signed agreement to you along with a **Notice to Proceed** letter. **Work must not begin until you receive the Notice to Proceed letter** and a copy of this agreement, signed by the State. **Any work completed prior to receiving the Notice to Proceed is not eligible for reimbursement or as match.**

Timely implementation and completion of your project is extremely important. Your project must be completed by **October 31, 2020**. This will ensure continued credibility and success of the Local Government Grant Program by demonstrating effective results to citizens and policy makers.

We encourage you to offer appropriate media opportunities and, when possible, involve your local legislators to help build public awareness of the project's purpose and benefits. Please notify me for any event celebrating your project's completion.

If you have questions or if I can be of any assistance please feel free to contact me at 503-986-0591 or mark.cowan@oregon.gov. Thank you for helping make this valuable investment in Oregon's outdoor recreation.

Sincerely,

Mark Cowan
Grant Program Coordinator

Enclosures: LGGP Project Agreement (2)



Oregon Parks and Recreation Department

Local Government Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and the **North Clackamas Parks and Recreation District**, hereinafter referred to as the "Grantee".

OPRD Grant Number: LG18-005
Project Title: Boardman Wetland Natural Area
Project Type (purpose): Development
Project Description: The project will create the Boardman Natural Area which will include an accessible nature play area, boardwalks, educational areas, habitat restoration, pad for portable restrooms, benches, parking and overlooks. The site is in Jennings Lodge, Clackamas County, Oregon. The Project is further described in the Application included as Attachment B.

Grant Funds /
Maximum Reimbursement: \$ 385,000 (38.50%)
Grantee Match Participation: \$ 615,000 (61.50%)
Total Project Cost: \$1,000,000

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprddgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$1,000,000**, and the Grantee's Match participation rate of **61.50%**, **the reimbursement rate will be 38.50%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **38.50%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprddgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2020**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Request for Reimbursement: Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:

Attachment A: Standard Terms and Conditions

Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Tonia Williamson
North Clackamas Parks and
Recreation District
150 Beaver Creek Rd
Oregon City, OR 97045
503-742-4357
twilliamson@ncprd.com

Grantee Billing Contact

Elizabeth Gomez
North Clackamas Parks and
Recreation District
150 Beaver Creek Rd
Oregon City, OR 97045
503-742-4352
egomez@ncprd.com

OPRD Contact

Mark Cowan, Coordinator
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-986-0591
mark.cowan@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

By: _____
Signature

Printed Name

Title

Date

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: Kristen Ennis
ODOJ Signature or Authorization

Printed Name/Title

by email on September 4, 2018
Date

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Tracy Loudon, Business and Tech. Solutions Administrator

Date

By: _____
Jan Hunt, Grants Section Manager

Date

By: _____
Mark Cowan, Grant Program Coordinator

Date

Attachment A – Standard Terms and Conditions

Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all

claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective

against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.


16. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
17. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Revised by ODOJ 8/15/17: MC
Reviewed by ODOJ 9/4/18: MC

Boardman Wetland Natural Area (LGGP)

Application #4480 - Grant Application Summary

Manage

Edit 

Project Information

Project Name

Boardman Wetland Natural Area

Brief Project Description

Development of Boardman Natural Area in underserved Clackamas County including public accessible nature play area, boardwalks, educational areas, habitat restoration, pad for portable restrooms, benches, parking and overlooks

Project Start Date

09/15/2018

Project End Date

12/31/2020

Site Name

Boardman Wetlands

Site City/Town/Area

Jennings Lodge

Site County

Clackamas

Site Description

The 5.8-acre Boardman Wetland project study area is located within the United States Geological Survey (USGS) Gladstone Quadrangle Map (USGS 1984), Township 2 South, Range 2 East, Section 18 (Figure 1). The study area lies within the Portland Metropolitan region (Metro) urban growth boundary (UGB) in the northwestern portion of Clackamas County, Oregon, east of Oregon Route 99E, and north of the City of Gladstone.

The project study area occurs in the EPA Level IV Ecoregion 3c, Prairie Terraces. This ecoregion supports Oregon white oak prairies, and in wetter areas supports Oregon ash and Douglas fir. This ecoregion was historically comprised of seasonal wetlands and ponds, and currently many streams are channelized, ditched, and/or diverted (EPA 2016).

Boardman Creek begins in the Boardman Wetlands and then flows along the Trolley Trail, through

Stringfield Family Park, and then enters the Willamette River. The Boardman Wetlands habitat is classified as a Palustrine Emergent (persistent) Seasonally Flooded (PEM1C) wetland by the National Wetland Inventory.

The site lies within residentially zones taxlots that were either HOA open space reserved or at one time residential. The majority of the site is wetland and Title 13 habitat conservation area dominated by invasive reed canary grass which is providing little habitat value.

The site is accessed by Addie Road with potential access in the future to Boardman Ave and Jennings Ave. The regional Trolley Trail is within a half block from the site entrance. This site lies within an undeserved portion of the North Clackamas Parks and Rec District.

Site Acreage

5.8

Latitude

45.393756575736646

Longitude

-122.61216956095103

Contact Information

Applicant

North Clackamas Parks and Recreation District

Applicant Federal Tax Id

93-6002286

Applicant DUNS Number

Project Contact

Tonia Williamson

Address

Tonia Williamson
150 Beaver Creek Road
Oregon City, OR 97045

twilliamson@ncprd.com
503-742-4357

Reimbursement Contact

Tonia Williamson

Financial Information

Requested Amount

\$385,000.00

Match Amount

\$615,000.00

Total Project Cost

\$1,000,000.00

Grant %

38.5 %

Match %

61.5 %

Project Budget Worksheet

Project Budget Worksheet	
	\$0.00
Nature Play Area, mobilization, excavation and clearing grubbing	\$140,000.00
Nature Play Area sidewalks and pathways	\$75,000.00
Nature Play Area landscaping with native plants	\$50,000.00
Nature Play Area playground slide, boulders, logs, etc. supplies and installation (B)	\$120,000.00
Nature Play Area, half street improvements and stormwater	\$100,000.00
Nature Play Area, boardwalk, plaza/outdoor classroom	\$265,000.00
Nature Play Area, stormwater, parking, fence and irrigation construction	\$100,000.00
Nature Play Area playground slide, boulders, logs, etc. supplies and installation (A)	\$150,000.00

Project Budget Worksheet

Source of Funding Worksheet

Nature Play Area, half street improvements and stormwater (Grant - Nature in Neighborhoods Grant Metro Capital(approved))	\$100,000.00
Nature Play Area, boardwalk, plaza/outdoor classroom (OLWSD)	\$265,000.00
Nature Play Area, stormwater, parking, fence and irrigation construction (NCPRD SDC's)	\$100,000.00
Nature Play Area playground slide, boulders, logs, etc. supplies and installation (A) (Grant - Metro Nature in Neighborhoods Grant Metro Capital(approved))	\$150,000.00

Total Project Cost

\$1,000,000.00

Total Match from Sponsor

\$615,000.00

Grant Funds Requested

\$385,000.00

Supplemental Information

A. PROJECT NARRATIVE (Please limit each answer to 400 words or less.)

1. Describe all elements of the project, project objectives, and the need for assistance. Describe who will do the work and who will provide supervision.

The project elements and objectives include partnering with Oak Lodge Water Service District (OLWSD), ODFW, and the watershed council to accomplish shared goals of habitat restoration that will improve water quality, channel, floodplain, and wetland structure and functions in this segment of Boardman Creek. We are also partnering with the local neighborhood groups to provide accessible access to a nature play area, natural area and providing ½ mile creek loop trail and overlooks for both active recreation and other activities including wildlife viewing. This site is within 1,200 feet from a connection to the regional Trolley Trail. Additionally, educational areas/outdoor classrooms at plaza and at wetland provide ample space in appropriate locations that will not impact sensitive habitats for meeting and learning.

Other elements include a pad for portable restrooms, parking lot, benches, bicycle parking, fencing, signage, and native landscaping with irrigation. Objectives also include sustainability, decreasing long term costs and protection of the environment.

North Clackamas Parks and Recreation District (NCPRD) is the site owner and will lead the project. NCPRD will have an agreement with OLWSD that will guide our roles and responsibilities for the project and long term management of the site.

This OPRD Local Government Grant program (LGG) will help increase accessible access to recreation for residents in this densely populated and underserved portion of the District. OLWSD is contributing a significant portion of funding for this project along with the awarded Metro Nature in Neighborhoods grant. NCPRD is contributing system development charge (SDC) funding. NCPRD was formed in the early 90's to operate and manage parks and rec in an urban part of Clackamas County. Park deficiencies were a known issue. SDC's alone are not the solution for this kind of situation, SDC's can help, but other funding sources must be secured to increase level of service within areas where not much new development is occurring.

This project is in direct alignment with the goals of the LGG program and with the SCORP goals 2013-2017. Additionally, after reviewing the new SCORP 2017 survey which directs park needs from 2018-2022, this project is directly in alignment with that survey's results.

The construction contract has been awarded and construction will start this summer. Unfortunately, if NCPRD is not awarded this OPRD LLG funding, NCPRD will not have the funding to develop the nature play area.

2. Describe any new facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe present development on the site and how the proposed project fits in with future development.

This project will provide new recreational facilities for this populated but underserved area of Clackamas County. New facilities to be constructed include: nature play area, paved trails/sidewalk, boardwalks and overlooks, educational areas both an outdoor classroom and at wetland, wetland restoration, a pad for portable restrooms, parking, benches, and bicycle parking. The site lies within residentially zoned taxlots that were either HOA open space (no development) or at one time residential. The site has no current park development on it, all park development on the site will be new. Boardman Creek flows down the middle of the site and the majority of the site is designated wetland and habitat conservation area that is presently dominated by invasive plants providing little habitat value. Flooding occurs on adjacent roadways and water quality within this reach is poor. The site is accessed from Addie St to the west and the "park" developed elements will be constructed on the two old residential parcels on Addie. The natural area sits to the east within a greenspace that is between two city blocks and behind the residential area. This was designated as HOA open space. The project aims to both restore habitat and wetland structure and functions on the site and then overlay accessible recreational elements to allow visitors access to the site without impacting the habitat value. The project will increase floodplain capacity and help improve water quality.

There will be half street improvements including new sidewalks and parking on Addie St. The long term

larger concept plan for the Boardman Wetland Complex is to extend the natural area trail/boardwalk from Boardman to Glenn echo (approx. 1 mile). The regional Trolley Trail is within 1,200 ft from the site entrance. This nature trail makes a perfect off shoot stop for Trolley Trail regional trail users and local community alike. This site has provided and will continue to provide an outdoor classroom for local schools, groups and agencies for recreational and ecological service learning elements, however this unique design will limit group impacts to the wetland.

Recent 2017 SCORP survey shows that priorities for the future include restrooms as important features. We agree, however, we have had problems with vandalism of restrooms at nearby sites, therefore, we set up the underlying infrastructure for a future restroom building, but we will begin using a portable restroom to see if this strategy meets our goals.

B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points)

To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP?

1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply:

a) Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation.

b) If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?

2. NON-MOTORIZED TRAIL CONNECTIVITY. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity?

This is the first community trail within this neighborhood. The two taxlots that access the site on Addie St do not currently have pedestrian improvements. The half street improvements include sidewalks along SE Addie Street. Pedestrians will be able to use intermittent sidewalks to connect visitors to Mcloughlin Blvd at either Boardman or Jennings Ave where the regional Trolley Trail crosses Mcloughlin (1200 ft. from the site entrance). The Trolley Trail extends north and south to connect with other regional trail systems, (Gladstone and Milwaukie-Portland) linking this site to this neighborhood, and many other regional parks, facilities, supporting services, and other trails.

Visitors can access several parks within a mile or two walk down the regional Trolley Trail. Stringfield Family Park less than a mile north and has a small community room, picnic shelter, playground, natural area, loop trail, restrooms, and parking area. Another local park, Risley, provides tennis courts, sport field

along with a loop trail. Visitors walking south from the site can connect with the Clackamas River where there are many trails and facilities including a link to the regional 205 trail that heads North back to Portland and the Clackamas town Center along with parks which have boat river access a skate park, sports fields, RV campground, community gardens and natural areas. NCPRD has just purchased a new community center where visitors will be able to access many indoor and outdoor recreational services within a mile of this site. This site is also less than a mile from two high schools and two elementary schools. The larger long term goal is to develop 1 mile natural area trail system from Boardman to Glenn Echo (or beyond). This trail system would parallel the regional Trolley Trail and provide a great off shoot trail within a natural area for visitors to slow down and access other recreational activities such as bird watching.

3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation?

NCPRD is excited to develop a new facility that will provide active recreation within this highly urbanized area of Clackamas County. The design of this facility maximizes the space to provide active recreational elements to a wide variety of citizens, older to young, more active to more passive, nature enthusiasts to playground families, walkers and supports biking to the site to help people achieve currently accepted recommendations for physical activity.

This project will provide walking trails in the form of walkways and boardwalks with overlooks in a wetland complex. The trail system has been designed as a loop and is approximately a half mile long providing visitors with a recreational feature that they can walk around to get physical exercise. In addition, the site proposes to build nature play area. The accessible play area is proposed to be average sized and will provide children with a great place to play and be active. Instead of plastic or metal play structures, which essentially determine kid's play to specific actions, natural elements – boulders, logs, loose parts, unique climbing structures, and more provide kids the opportunity to define their play, be more physically active, and use their imaginations.

There are bike racks at the site to encourage visitors to ride their bikes to the site. The site is within a very short distance to the regional Trolley Trail and road and trail signs will direct visitors recreating on the Trolley Trail to the Boardman Natural Area site.

4. SUSTAINABILITY. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects.

Sustainability was at the forefront of the planning and design of this site. In this is a highly urbanized part of Clackamas County stormwater, flooding and park deficiency issues have been documented. The land for this park development has already been acquired. Project priorities include protection and enhancement of floodplain functions, to improve water quality, to restore wetland functions through vegetation management and habitat diversification and add recreational elements. One of the natural resources goals is to help adjacent streets from frequently flooding and decrease costs for county roads department. The project aims to control the non-native invasive plants and revegetate with natives.

Additional goals include adding sinuosity to the stream, habitat complexity, and recreational and educational opportunities for the community.

Elements of sustainable design and construction include:

Project includes pervious pavement to decrease stormwater run-off. Goals also include improved water quality, improve quality of watersheds, efficiency in use of water for landscaped needs, increase stream quality for habitat and complexity, and erosion and sediment controls. Project designs were create to reduced site disturbance and with utilization of professional ecologists in plan/project design/maintenance plans. We are purchasing some materials locally reducing environmental impact of transportation. The designs integrate some facilities into the landscape using native plants.

SUSTAINABLE TRAILS; the boardwalk was sustainably designed within the sensitive wetland habitat to minimally impact the wetland and not let visitors impact to wetland. The boardwalk is made of high quality materials which will last a long time, require minimum maintenance, and decrease impacts to the wetland in addition to meeting ADA requirements.

C. LOCAL NEEDS AND BENEFITS - SCORP Criteria (0-30 points)

1. A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal Community) or in a DISPERSED AREA (located outside of these boundaries)?

CLOSE-TO-HOME

2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See SCORP Chapter 5, Pgs 86-102 for specific county priorities.

a) Public Recreation Provider Identified Need - Does the project satisfy county-level needs identified by the Public Recreation Provider Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both.

This project satisfies the Clackamas county-level Need Close-to-home priority: Trails connected to Public Lands. The trail is the primary recreational element at the site besides the nature play area (which is a local need for this park deficient area of Jennings Lodge). This project satisfies this need in a variety of ways. This project will provide half street improvements including sidewalks along SE Addie Street, which are currently unimproved. This projects trail can provide a local natural area trail for walkers in the neighborhood and for visitors off of the regional public Trolley Trail (1200 ft from the site entrance). Within the site this project will provide almost a half mile loop trail that is accessible. This is phase I of a long term project to develop the Boardman Wetland Complex Natural Area and trail system which would stretch north-south from Boardman to Glenn Echo (or beyond) with a trail/boardwalk system. This trail system is parallel to the regional Trolley Trail and provides a great off shoot trail within a natural area for visitors to slow down and access other recreational activities such as bird watching.

b) Oregon Resident Identified Need - Does the priority project satisfy county-level need identified by the Oregon Resident Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county.

This project meets the Clackamas County Oregon Resident identified needs through- Public access to waterways (Boardman Creek), providing nature play area, nature and wildlife viewing areas, walkway and boardwalk trails. This project satisfies four of the eight county-level needs identified by the Oregon Resident Survey (#2, 4, 6 and 7).

This project provides public access to waterways. The project aims to enhance the wetland and creek habitat and functions at the site and provide accessible access for visitors to interact with these elements. This project is unique because it provides a reinforced education area where people can walk into the wetlands to monitor wetland habitat features minimizing impacts to the wetlands.

The nature play area, in combination with the other elements of the site, make this such a wonderful addition to this neighborhood and the district. The nature play area will have accessible features and use natural materials in many of the play elements.

This project proposes to develop nature and wildlife viewing on the boardwalk, specifically at the viewpoints, however, visitors will be able to view nature and wildlife all along the ½ mile trail.

This project will provide walking trail elements including a loop walkway around the nature play area, two short walkways that lead to the wetland education area and the boardwalks, and the long loop boardwalk complex. The boardwalk complex is made up of a higher section that will be accessible year round and lower boardwalk and nature surface sections that will be seasonally inundated.

c) Local Planning -To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)?

The NCPRD 2004 Master Plan and 2014 Draft Master plan prioritizes the need for a project of this type in this area due to its locally lack of parks and recreation services and the addition of trails and natural areas which have been shown to be important facilities to residents. This area has recently gone through planning process to create the Mcloughlin Area Plan. Within the vision of the planning framework, trails, natural areas and open spaces were at the forefront of this areas planning goals. Through the OLWSD Boardman Watershed Initiative planning process, OLWS determined that high priorities for residents of their district included; improve water quality and habitat along with providing recreational and educational opportunities.

The two schools in the Jennings Lodge Area have both received Title I-A federal support that provides supplementary academic services to those students who have the greatest need. Schools qualify for Title I-A services based on their free/reduced lunch percentages. This area has a higher percentage of households eligible for reduced or free lunch with 56.6% of students receiving free lunch at Candy Lane School. In addition, this community is more diverse than the state average or nearby cities with over 10% more Hispanic residents than the state or nearby cities (Startclass by Graphiq).

This project is phase I of a long term project goal to develop the Boardman Wetland Complex Natural Area and trail system (approx. 1 mile).

Through the County transportation capital improvement pedestrian planning process, sidewalks have

been prioritized to be improved in this area. This includes Jennings Road, which will give pedestrians better access from the regional Trolley Trail to the site in addition to other amenities in the area.

d) Public Involvement Effort - If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.

OLWSD and NCPRD began partnering on this project in 2013 holding public meetings to collect input starting in 2014. This project was discussed as part of the larger Boardman Watershed initiative and stakeholder group. From that group, a more specific Boardman Wetland Complex stakeholder group was formed to focus on goals of enhancing this upper reach of the Boardman watershed. Meetings were open to the public and members included representatives from the local watershed council, Community Planning Organizations, agencies, neighbors and community groups. The stakeholder group met 5 times between 2014 and 2017. During those meetings project goals and objectives, concept plans, and preliminary designs were reviewed, discussed, changes were agreed upon and made. Surveys were conducted to determine what the stakeholder members recommended as the project's priority elements. In addition, stakeholder members also made recommendations about whether the recommended priority elements were a primary or secondary focus of the project. This project was also discussed at the local watershed council board meetings and a member of the watershed council was on the stakeholder group. Both OLWSD and NCPRD discussed this project at public board meetings and collected input from those meetings. In addition, information regarding this project was presented and input taken at the local Community Planning Organization meetings in Jennings Lodge and Oak Grove.

The original long range concept proposes a natural area trail system from Boardman Ave to the north to Glenn Echo Ave at the south at the Gladstone City limit (approx. 1 mile). NCPRD owns two more taxlots within this larger concept area adjacent to Hull St. It was determined through the public process that we would start with this phase I project and then continue the partnership in the future.

D. LONG TERM COMMITMENT TO MAINTENANCE – SCORP Criteria (0-15 points)

1. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project.

NCPRD will fund the maintenance of the site. NCPRD is a county service district formed pursuant to ORS Chapter 451. NCPRD is a full service park district experienced in managing and maintaining public parks and facilities. NCPRD has established maintenance policies and practices that apply to all District parks, including playgrounds. Maintenance of District facilities is funded by the District's general fund which is supported by a dedicated property tax of \$.53/\$1000 assessed value. Additional funds are derived from user fees on certain community-wide facilities. As such, long-term maintenance of the Parks, Trails and Natural Areas is not dependent upon future grant monies. NCPRD has budgeted additional funds in the proposed 2018-2019 maintenance budget to maintain this site upon completion of the proposed construction.

NCPRD has both a developed parks maintenance crew and a natural area maintenance crew. These two

crews are based out of the same facility and share knowledge, supplies and support each other in the field.

The Board of County Commissioners (BCC) has approved NCPRD to acquire this site from OLWSD with the purpose of developing a public accessible park, trail and natural area facility. In addition, the BCC has approved a resolution for NCPRD to apply for this grant funding including a statement that NCPRD will provide adequate funding for on-going operations and maintenance of this park facility should grant funding be awarded.

NCPRD contracts with a portable restroom company who will supply and help maintain the portable restroom.

2. How much do you expect to spend annually or how many staff hours will be needed to maintain the completed project?

The first couple of years after construction staff will need to spend higher than average time at the site to ensure success of the vegetation enhancement and complete any needed adaptive management to the infrastructure. Staff will be trained to understand the vegetation planting plan, native species identification, and weed management methods and techniques. Most of the site will have some level of vegetation management and the first several years of weed management will be important to help the native plants grow to a point that they expand and can outcompete non-native invaders. Both of the NCPRD crews have professional parks and natural areas knowledge like playground safety certified, wetland delineation and mitigation certificates, etc. This site will be maintained at a level of management to ensure long term sustainable goals of safety, low maintenance costs and extend the length of the infrastructures life span.

NCPRD estimates that the total annual maintenance costs will be about \$15,000 depending on visitor use, including school group use. This estimate includes support from the NCPRD developed parks maintenance crew, natural area maintenance crew and support from OLWSD, NCUWC and other volunteers.

3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate commitment to maintenance.

The primary partnership is between NCPRD and OLWSD and an IGA outlines the roles and responsibilities of each agencies management of the project and long term maintenance responsibilities. OLWSD will have a sewer and stormwater easement through the site and they will be responsible for the repair and maintenance of that infrastructure. NCPRD will be responsible for long term maintenance of the elements at the site and the infrastructure will be placed on a capital repair replace list for future rehabilitation.

Attached is a letter of support from the local North Clackamas Urban Watersheds Council (NCUWC), both agencies NCPRD and OLWSD have active partnerships with NCUWC. NCUWC will be partnering with us to help manage the site through volunteer events and they will partner with NCPRD and OLWSD on educational and outreach opportunities.

OLWSD has been partnering with Solv and school groups at the site to control invasive plants and plant native plants. Local neighborhood residents have been volunteering their time at several local NCPRD sites and we are excited to partner with these residents at this site. NCPRD is excited to expand partnerships with other organizations who have helped partner on volunteer events at other NCPRD sites.

E. OVERALL SITE SUITABILITY (0-10 points)

1. To what extent is the site suitable for the proposed development?

The proposed project was designed by parks and recreation natural area and developed parks specialists along with engineers and stormwater professionals. The site conditions are what drove the designs and proposed elements not the other way around. The community and planning documents outlined the need for general goals and objectives, the site conditions are what determined what types of park and recreation elements would be appropriate at the site.

Within the wetland areas access is limited to the boardwalk to limit the disturbance of recreational elements on the wetlands. The added benefit of the raised boardwalk is that people can access the site year round. Within the areas of the site where there are no sensitive habitats we have planned for the more active elements, nature playground, plaza/outdoor classroom, parking and pervious walkways. The wetland currently has low habitat value and is need of restoration. This project proposes to enhance the wetland through major wetland restoration efforts. This site provides an amazing opportunity for NCPRD and OLWSD to showcase environmentally sustainable development designs like pervious pavement in the parking lot and pervious concrete on the walkways. We are also able to provide citizens access to a wetland restoration site so they can learn, volunteer, and then hopefully take practices back to their own backyards. This project design provides needed trail access to water and wildlife viewing, elements that citizens have prioritized in the SCORP survey and local planning surveys. We did not create a wetland/creek to provide for citizens to enjoy, we found a site that we can restore and provide sustainable parks and recreation amenities that citizens have clearly said they want.

2. Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements.

Restoration of habitat and sustainability were at the forefront of the planning and design of this site. Neighbors of the site were invited to participate in the public process. Lessons learned from management of other sites were incorporated in this sites planning and design. This is a highly urbanized part of Clackamas County stormwater, flooding and park deficiency issues have been documented. One of the natural resources goals is to help adjacent streets from frequently flooding and decrease costs for county roads department. The project designs keep developed elements within the upland areas where previous development has occurred and protects and enhances the wetland portion of the site. The wetland portion of the site is currently dominated by invasive reed canary grass. The project aims to control the non-native invasive plants and revegetate with natives.

There is very limited recreational opportunities in the Boardman Wetland area and no designated public access points, nor are there any trails or opportunities to traverse the area. This project provides new access for the public to recreate while protecting the sensitive natural areas by using boardwalks.

This project includes sustainable elements both to reduce environmental impacts and decrease long term costs, but also to educate visitors about new sustainable elements as examples of what can be implemented at a home. Pervious pavement, pavers, and bioswales help reduce stormwater run-off.

Native plants were not only used in the restoration of the wetlands, but also within the landscaped areas.

The boardwalk was sustainably designed within the sensitive wetland habitat to minimally impact the wetland and not let visitors impact to wetland. The boardwalk is made of high quality materials to last a long time, require minimum maintenance and issues to the wetland in addition to meeting ADA requirements.

F. COMMUNITY SUPPORT (0-5 points)

1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application.

NCPRD can demonstrate a very high level of community support for this project, which is also reflected in the amount of funding that this project has secured from both our partnership with OLWSD and the Metro Grant. Attached is a letter of support from partner OLWSD. NCPRD and OLWSD have partnered on successful projects in the past (e.g. Stringfield Family Park), and NCPRD is very excited to implement this amazing project with OLWSD. Through a public meeting process including electronic surveys, OLWSD and NCPRD heard from citizens that they wanted this project to reduced flooding, improved habitat and stormwater while also providing recreation.

Oregon Department of Fish and Wildlife have been partners since inception. They have supported the process through providing technical review and guidance. We have overlapping goals of improving habitat for wildlife and providing access for wildlife viewing.

Both local neighborhood groups created letters of support for this projects grant application. The NCPRD master plan process determined that this area of the district is park deficient and as you can read in the letters, these neighborhoods are very excited to support this projects implementation.

The local watershed council also supports this project, North Clackamas Urban Watersheds Council (NCUWC). They are excited that the creek and wetland will be restored and they are happy to partner with NCPRD and OLWSD on volunteer, education and outreach events.

G. FINANCIAL COMMITMENT (0-10 points)

1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.

NCPRD is a full service park district experienced in managing and maintaining public parks and facilities including many grants. NCPRD will be contributing 100,000 of SDC funds. This funding was approved by the Board of County Commissioners within the 17-18 budget cycle.

OLWSD will be investing the most funding for this very large complex project. OLWSD funding comes from stormwater rate funds out of their capital project fund. This funding was approved by the OLWSD board within the 17-18 budget cycle.

A Portland Metro Nature in Neighborhoods grant was awarded and secured to help pay for acquisition and development of the site (365,000). A grant contract was created and reimbursements for land acquisition have already started.

The Board of County Commissioners (BCC) approved NCPRD to acquire this site from OLWSD with the purpose of developing a public accessible park, trail and natural area facility. In addition, the BCC has approved a resolution for NCPRD to apply for this grant funding including a statement that NCPRD will

provide adequate funding for on-going operations and maintenance of this park facility should grant funding be awarded.

2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured?

The primary partnership is between NCPRD and OLWSD and an IGA outlines the roles and responsibilities of each agencies management of the project and long term maintenance responsibilities. This project would not be possible without the secured partnership with OLWSD and portions of the project would not be possible without NCPRD's secured commitments to OLWSD.

Attached is a letter of support from the local North Clackamas Urban Watersheds Council (NCUWC), both agencies NCPRD and OLWSD have active partnerships with NCUWC, including current partnerships on other project grants. NCUWC will be partnering with us to help manage the site through volunteer events and we will all partner on educational and outreach opportunities.

Although we do not have a MOU with the Jennings Lodge community planning organization (CPO) for donations or commitment for site upkeep, many members of the CPO have participated in NCPRD volunteer events over the years. The Jennings Lodge CPO has written a letter of support expressing their support for the project and we will be working with the CPO and the neighbors to recruit volunteers to help with the site maintenance and upkeep.

3. To what extent has funding been secured to complete the project?

The source of local matching funding for the project includes funding from NCPRD. NCPRD will be contributing 100,000 of SDC funds. This funding was approved by the BCC within the FY 17-18 budget cycle.

OLWSD will be investing the most funding to implement this very large complex project. OLWSD's funding comes from stormwater rate funds out of their Capital project fund. This funding was approved by the OLWSD board within the 17-18 budget cycle. More recently, the construction contract has been approved by the OLWSD board.

A Portland Metro Nature in Neighborhoods grant was awarded and secured to help pay for acquisition and development of the site (365,000). A grant contract was created and reimbursements for land acquisition have started.

H. ACCESSIBILITY COMPLIANCE

1. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification?

true

2. How will your proposed project meet current accessibility standards?

We are very happy to provide an accessible park to this portion of the District. The proposed nature playground will meet ADA standards through accessible walkways to the playground areas, ramps down into the play area and proposed accessible designed play equipment. The parking lot will have a reserved ADA parking spot marked and signed, with a curb ramp adjacent. The walkways will have bollards to keep out cars but widths will follow the approved widths to allow ADA access (36 in or wider). The transition from the pervious concrete walkways to the boardwalk will meet ADA standards. The boardwalk is made of slip resistant fiberglass panels like on a boat dock. The railings will meet safety guidelines for boardwalk heights over 30 in, but will provide visual line of sight through the railings to provide children and adults of various heights and needs to view wildlife, wetlands and the creeks.

I. READINESS TO PROCEED

1. Have you submitted a signed Land Use Compatibility Statement with this application?

true

2. Have you submitted construction or concept plans with this application?

Construction. Construction Contractor bid came back higher than expected due to the tentative increase in steel prices. General project work is tentatively starting in July 2018. If grant is awarded :) construction of elements within the LGG application will not begin until after a notice to proceed has been confirmed (approx after September 2018)

3. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits.

Corps of Engineers (approved), Division of State Lands (approved), DEQ (approved), County land use (approved for overall project still need approval for nature play area), other construction permits like erosion control grading etc. will happen during construction and are a part of the construction contract.

J. ACTIVE AND PAST GRANTS PERFORMANCE

1. Describe your performance and compliance with all active and past OPRD grant awards.

NCPRD has successfully applied and has been awarded OPRD grants in the past. NCPRD is currently managing and reporting on a Land and Water Conservation grant for Wichita Park. The project is moving along smoothly and the construction contract went out to bid recently. Recent past grants include Spring Park Natural Area. This OPRD LGG funds supported construction of a wonderful trail to help visitors access a wildlife viewing area and the Willamette River. Reporting has been completed and the Spring Park grant was closed out. We placed needed language on our interpretive sign to acknowledge the OPRD grant program for helping fund that wonderful project.

Applicant Certification

As an authorized representative of **North Clackamas Parks and Recreation District**, I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program.

I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

Tonia Williamson, 10/02/2018

▲ 31 Files

Description	File type	Size	
Construction Drawings/Design Plan or Restoration Work Plan	pdf	13,895 kb	✕
Construction Drawings/Design Plan or Restoration Work Plan	pdf	843 kb	✕
Environmental Assessment and Checklist - Completed	docx	789 kb	✕
Land Use Compatibility Statement (LUCS) - Completed	pdf	97 kb	✕
Letters of Support	pdf	111 kb	✕
Letters of Support	pdf	219 kb	✕
Letters of Support	pdf	366 kb	✕
Letters of Support	pdf	54 kb	✕
Letters of Support	pdf	292 kb	✕
Maintenance Documentation	pdf	246 kb	✕
Map for SHPO Review	jpg	16,893 kb	✕
Other	pdf	680 kb	✕
Other	pdf	125 kb	✕
Other	pdf	646 kb	✕
Other	docx	11 kb	✕
Other	docx	13 kb	✕
Other	docx	1,191 kb	✕

Description	File type	Size	
Other	docx	35 kb	✕
Park Boundary Map	jpg	510 kb	✕
Photos	docx	3,798 kb	✕
Project Area Map	pdf	918 kb	✕
Property Deed or Easement or Lease Agreement	pdf	1,176 kb	✕
Resolution to Apply for a Grant - Completed	pdf	183 kb	✕
SHPO Attachment	pdf	31 kb	✕
SHPO Attachment	pdf	30 kb	✕
Site Plan	pdf	3,757 kb	✕
State Agency Review Form - Completed	docx	46 kb	✕
State Agency Review Form - Completed	docx	15 kb	✕
State Agency Review Form - Completed	pdf	1,660 kb	✕
Urban Growth Boundary Map	pdf	536 kb	✕
Vicinity / Location Map	jpg	217 kb	✕

No Comments

▼ 19 Logged Events



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org

August 30, 2018

Mr. Mark Cowan
Oregon Parks and Recreation Department
725 Summer St NE STE C
Salem, OR 97301



RE: SHPO Case No. 18-1358

OPRD LGGP Grant ID 4480, North Clackamas Parks and Rec, Boardman Wetland Natural Area

Play area, boardwalks habitat restoration, portable restrooms, benches, parking and overlooks

2S 2E 18, Clackamas County

Dear Mr. Cowan:

We have reviewed the materials submitted on the project referenced above and we concur there will be no historic properties affected for this undertaking.

This letter refers to above-ground historic resources only. Comments pursuant to a review for archaeological resources will be sent separately.

This concludes the requirement for consultation with our office under Section 106 of the National Historic Preservation Act (per 36 CFR Part 800) for above-ground historic properties. Local regulations, if any, still apply and review under local ordinances may be required. Please feel free to contact me if you have any questions, comments or need additional assistance.

Sincerely,

Jessica Gabriel

Historian

(503) 986-0677

Jessica.Gabriel@oregon.gov



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org

September 21, 2018

Mr. Mark Cowan
Oregon Parks and Recreation Department
725 Summer St NE STE C
Salem, OR 97301



RE: SHPO Case No. 18-1358

OPRD LGGP Grant ID 4480, North Clackamas Parks and Rec, Boardman Wetland Natural Area
Play area, boardwalks habitat restoration, portable restrooms, benches, parking and overlooks
2S 2E 18, Clackamas County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA
State Archaeologist
(503) 986-0674
dennis.griffin@oregon.gov

Inadvertent Discovery Plan for Cultural Resources

Oregon Parks and Recreation Department • Local Government Grant Program

The Inadvertent Discovery Plan (IDP) should be followed if cultural materials, including human remains, are encountered during construction.

Protocol for coordination in the event of inadvertent discovery:

- In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A 30 meter buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.
- The area will be secured and protected.
- The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes will also be notified.
 - **Oregon State Police:** Chris Allori 503-731-4717
 - **CIS:** Karen Quigley 503- 986-1067
 - **Appropriate Tribes:** As designated by CIS
 - **SHPO:** Dennis Griffin 503-986-0674 or John Pouley 503-986-0675.
- No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.
- If human remains are encountered, do not disturb them in any way. *Do not call 911.* Do not speak with the media. Secure the location. Do not take Photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.
- A professional archaeologist may be needed to assess the discovery and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.
- Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

When to stop work:

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.

Work must stop when the following types of artifacts and/or features are encountered:

Native American artifacts may include (but are not limited to):

- Flaked stone tools (arrowheads, knives scrapers etc.)
- Waste flakes that resulted from the construction of flaked stone tools
- Ground stone tools like mortars and pestles
- Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell
- Human remains
- Structural remains- wooden beams, post holes, fish weirs.

Euro-American artifacts may include (but are not limited to):

- Glass (from bottles, vessels, windows, etc.)
- Ceramic (from dinnerware, vessels, etc.)
- Metal (nails, drink/food cans, tobacco tins, industrial parts, etc.)
- Building materials (bricks, shingles, etc.)
- Building remains (foundations, architectural components, etc.)
- Old Wooden Posts, pilings, or planks (these may be encountered above or below water)
- Remains of ships or sea-going vessels, marine hardware, etc.
- Old farm equipment may indicate historic resources in the area
- Even what looks to be old garbage could very well be an important archaeological resource.

When in doubt, call it in!

Proceeding with Construction

- Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.
- After an inadvertent discovery, some areas may be specified for close monitoring or 'no work zones.'
- Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- In coordination with the SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.



Request for Reimbursement Guide

All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with OPRDgrants.org is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > oprdrants.org
- > Grant Programs
- > Local Government
- > Application and Forms
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan
Grant Program Coordinator
mark.cowan@oregon.gov
503-986-0591
www.ore.gov/OPRD/GRANTS/index.shtml