



Shasta County  
**Health & Human  
Services Agency**

**Shasta County Mental Health Plan**

**Cultural Competency Plan**

**FY 2023-2024**

# Shasta County Mental Health Plan

## Cultural Competency Plan: FY 2023-2024

### Introduction

Our mission is to foster collaboration to provide accessible and comprehensive mental health services within our community. We strive to serve our community through the utilization of our core values of collaboration, adaptability, respect, and excellence to engage individuals, families, and communities to protect and improve their health and wellbeing. We have adopted the philosophy that everyone who comes through our door should be welcomed and offered support with determining what services are needed to help them get well. To accomplish our mission, we use public and private resources to deliver specialty mental health services through comprehensive coordinated systems of care, employ evidence-based practices for recovery and rehabilitation, create a user-friendly system which produces satisfied beneficiaries, effectively balance quality care and service cost, and work to enable beneficiaries to achieve positive outcomes. Ultimately, our vision is healthy people in thriving and safe communities.

## Table of Contents

Introduction.....	2
Criterion 1 – Commitment to Cultural Competency .....	4
Criterion 2 – Updated Assessment of Service Needs .....	8
Criterion 3 – Strategies and Efforts for Reducing Racial, Ethnic, Cultural, and Linguistic Mental Health Disparities .....	13
Criterion 4 – Client/Family Member/Community Committee: Integration of the Committee within the County Mental Health System .....	15
Criterion 5 – Culturally Competent Training Activities.....	16
Criterion 6 – County’s Commitment to Growing a Multicultural Workforce: Hiring and Retaining Cultural and Linguistically Competent Staff .....	18
Criterion 7 – Language Capacity.....	19
Criterion 8 – Adaptation of Services.....	20

### **Criterion 1 – Commitment to Cultural Competency**

The Shasta County Health and Human Services Agency (HHSA) recognizes the value of racial, ethnic, cultural, and linguistic diversity. The Shasta County HHSA always strives towards fulfilling its Vision, Mission, and Values:

- **Vision**  
Healthy people in thriving and safe communities.
- **Mission**  
Engaging individuals, families, and communities to protect and improve health and wellbeing.
- **Values:**  
Collaboration: Working together to achieve meaningful results.  
Adaptability: Embracing change.  
Respect: Honoring and serving others.  
Excellence: Providing high-quality service to our customers and community.

The Shasta County Mental Health Plan (MHP) has incorporated the vision, mission, and values into the MHP (including the Mental Health Services Act – MHSA) and development processes. The MHP participates in outreach and engagement activities which support its commitment to cultural competency, including but not limited to formal and informal partnerships with several organizations:

- Mental Health Alcohol and Drug Advisory Board
- National Alliance on Mental Illness
- Shasta County Mien Community (organization)
- Shasta County Homeless Continuum of Care
- MHSA Stakeholder Workgroup
- Older Adult Policy Council
- In-Home Supportive Services Committee
- Sunrise Mountain Wellness Center (Kings View)
- Circle of Friends (Hill Country Community Clinic)
- Shasta Community Health Center
- Shingletown Medical Center
- Hill Country Community Clinic
- Mountain Valleys Community Health Center
- Good News Rescue Mission
- Veterans Administration
- Hill Country CARE Center

The MHP has an active Cultural Competency Committee (CCC) which meets monthly. The MHP has a designated Ethnic Services Coordinator (ESC) who co-chairs the Cultural Competency Committee, providing leadership to the committee, focusing on committee activities dedicated to promoting inclusion and understanding of diverse cultures and populations. The MHP recently allotted a senior staff analyst position specifically for the ESC position to expand the MHP's cultural competency efforts. The committee is also co-chaired by the MHP's Quality

Improvement (QI) Coordinator, which allows for efficiency as they work together in the Compliance and Quality Improvement unit. This partnership results in an open line of communication between the CCC and the Quality Improvement Committee (QIC). This improved communication contributes to a broad representation of ideas and concerns throughout the MHP and promotes the adoption of the CCC's objectives into QI activities. Committee members include a variety of representatives from each of the branches within the MHP with various roles and levels of responsibility, including direct care staff. The MHP plans on reaching out to more community partners to increase community feedback.

The MHP is developing a new beneficiary customer satisfaction survey to measure beneficiary satisfaction. The new survey will have more questions to capture more information than the current 3-question survey. Additionally, the MHP is developing a customer satisfaction survey to send out to beneficiaries 3 months after their initial contact. The Compliance and Quality Improvement (CQI) Unit will collect and track the survey data and report any trends to the QI committee. The CQI Unit is also responsible for the development and implementation of the new surveys in CY 2024.

The MHP maintains several policies to ensure beneficiaries receive services in their preferred language. At its Medi-Cal certified sites, the MHP posts information for beneficiaries to access free interpreter services. Additionally, the MHP provides annual interpreter/language line usage training to MHP staff. The training is held with the annual Cultural Competency training and includes sample vignettes to allow MHP staff to visualize successful use of interpreters and the language line.

The MHP, through MHSA, offers various trainings throughout the year about various populations and correlating issues to ensure staff have access to information to provide high-quality care through effective services.

Shasta County's MHSA Community Services and Supports (CSS) plan is outlined in the [MHSA Three-Year Program and Expenditure Plan \(FY 2023-26\)](#) and [Appendices](#). These programs serve those individuals who are un- or under-served. The programs assist individuals with serious mental illness or emotional disturbance meet their recovery and wellness goals. The CSS programs does this by helping to provide system improvement, service expansion and new systems of delivery.

The CSS programs are:

- Client and Family Operated Services
  - Wellness Centers
    - Operates two wellness centers which provide services/activities for people with mental illness and/or their family members.
      - Sunrise Mountain Wellness Center in Redding CA and operated by Kings View Behavioral Health Systems.
      - Circle of Friends in Burney CA and operated by Hill Country Health and Wellness Center.
  - Shasta County National Alliance on Mental Illness (NAMI)

NAMI provides education programs for the community about mental illness, facilitates peer support groups and offers one-on-one mentoring.

- Shasta Triumph and Recovery (STAR)  
STAR is intended to help individuals (adults and children) with severe and persistent mental illness/emotional disturbance, who are homeless or at risk of being homeless/incarceration or hospitalization. STAR utilizes a “whatever it takes” model to provide and connect individuals with services. This means going to the individual (at a homeless camp or at a bus stop) vs the individual coming to an office. This includes meeting with individuals at different times and days outside of “normal” business hours.
- Rural Health Initiative  
This program contracts with four federally qualified health centers to provide integrated primary/mental health care for individuals with severe/persistent mental illness who live in rural areas.
- Older Adult Services  
Provides older adults (60 years of age and older) who are transitioning from acute care medical, psychiatric hospitals, board and care homes, or jails with outreach and engagement activities to support their recovery/rehabilitation.
- Crisis Services  
This program is intended to serve those individuals who have a mental health emergency. Those individuals who are in an involuntary mental health hold or who go to an emergency room. The program provides services to aid in the transition from emergency care to ongoing services.
  - Crisis Residential and Recovery Center  
Provides services for individuals (18 years of age and older) who became suicidal, critically depressed, or psychiatrically incapacitated. This program provides support services for up to 30 days once individuals have been released from a 5150 hold or are in danger of being placed in a psychiatric facility. Services include daily groups focused on wellness and recovery, coping skills, medication support, education, daily living activities, peer support and short-term respite care.
  - Assisted Outpatient Treatment (“Laura’s Law”)  
This program is pending but it will provide court-ordered outpatient treatment for individuals (18 years of age and older) with a serious mental illness who have recently been placed in a psychiatric facility, incarcerated or recent threats or attempts at violent behavior.
  - Counseling and Recovery Engagement (CARE) Center  
The CARE Center provides pre- crisis services for individuals/families experiencing mental health problems. The center was developed from the input of many interested community stakeholders. Services include pre-crisis clinical assessment and treatment, case management, linkage to other community resources, transportation, education, treatment groups and much more. There is a community room for activities and meetings.

- **Housing Continuum**  
Provides individuals (and their families) with serious mental illness who are homeless, or at risk of becoming homeless, with access to housing options in a less restrictive setting. Part of the program includes life skills classes such as Wellness recovery Action Planning (WRAP), nutrition education, after-school homework help, suicide prevention and peer support. Alcoholics Anonymous classes are also offered weekly.
- **Co-occurring/Primary Care Integration**  
Provides help in connecting individuals with a mental illness and a substance use problem or a physical illness with primary care which will address both the mental and physical illness.
- **Outreach**  
Provides help to individuals who are typically unserved or underserved in need of mental health services and connect them to the behavioral health system. Case management, nursing and clinical staff reach out to bring people with mental health needs into the behavior health system. Based on the individual's needs, they are referred to a service provider, which can include county mental health outpatient programs, contract service providers, primary care physicians, wellness centers and other community behavioral health providers.

## Criterion 2 – Updated Assessment of Service Needs

Shasta County has a population of 182,155 (US Census Bureau, 2020). The county seat is the city of Redding. Redding is the most populous city in the county with a population of 93,611 and is the largest economic hub north of Sacramento. Shasta County is located in the northern Sacramento Valley and is the 13<sup>th</sup> largest county in California by area with a total area of 3,846 square miles. The county's vast open spaces result in a population density of 47 persons per square mile, as compared to 239 for the state of California.

Population by ethnicity:

Ethnicity	% of Population	Population
White, Non-Hispanic or Latino	79.2	144,267
Hispanic or Latino	10.5	19,126
American Indian and Alaska Native	3.2	5,829
Asian	3.1	5,647
Black or African American	1.2	2,186
Native Hawaiian and Other Pacific Islander	0.2	364
Two or more races	4.6	8,379

\* Information obtained from the US Census Bureau, as of April 1, 2020

Population by age:

Age	Shasta County Population	% of Population
Under 5 years	9,625	5.3%
5 to 17 years	30,015	16.5%
18 to 59 years	91,360	50.2%
Over 60 years	51,139	28.1%

Population by gender:

Gender	Shasta County Population	% of Population
Female	91,766	50.72%
Male	89,164	49.28%

\* Information obtained from the US Census Bureau ACS Age and Sex for 2022

Population (5 years and over) by language:

Language	% of Population	Population
English	93.1%	160,606
Spanish	3.2%	5,558
Other Indo-European	1.6%	2,753
Asian & Pacific Island	1.7%	2,989
Other Languages	0.4%	608

\* Information obtained from the US Census Bureau ACS Language Spoken at Home for 2021

Note: As of August 2023, Shasta County does not have a threshold language ([CalHHS Open Data Portal](#)).



Shasta County has a higher than statewide average for individuals living in poverty. For children, the number of children in poverty closely aligned with the California numbers.

See table:

Poverty in Shasta County	% of Population of Shasta County	% of Population in California
Families below poverty level	8.1%	9.0%
Individuals below poverty level	13.7%	12.3%
Children living below poverty level	13.2%	15.8%

\* Information obtained from US Census Bureau ACS Poverty Status in the past 12 month (2021).

The median gross income for households in Shasta County is \$57,139 a year, or \$4,762 a month. The median rent for the county is \$1,140 a month. Households who pay more than thirty percent of their gross income are considered to be rent overburdened. In Shasta County, a household making less than \$3,800 a month would be considered overburdened when renting an apartment at or above the median rent. In Shasta County, 55% of households who rent are overburdened.

The total homeless count in Shasta County represents 40.18% of the total homeless population for the seven counties covered by the NorCal Continuum of Care (CoC). In January 2023, NorCal CoC conducted a Point in Time survey for the region’s homeless population. Of the 1,013 individuals who completed the survey, 13.62% reported being chronically homeless. This is a 71.81% decrease in the percentage of respondents who reported they are chronically homeless from the 2022 survey.

The Department of Housing and Urban Development (HUD) defines a chronically homeless individual as an adult (18 years or older) who has a disability and:

- Has been continuously homeless for a year or more; OR
- Has had four separate occasions of homelessness in the past three years for a combined total length of time of twelve months. Each occasion of homelessness must be for a minimum period of seven nights.

For 2022, the number of Shasta County individuals receiving Medi-Cal exceeded the number of individuals under 200% of the poverty level. This could be due to the COVID-19 Public Health Emergency (PHE) which prevents the discontinuance of Medi-Cal beneficiaries due to increases in income/property and/or household composition since April 2020. The COVID-19 PHE ended and California started the PHE Unwinding Plan to resume normal Medi-Cal operations. Once the Unwinding Period ends May 2024, beneficiaries will be subject to standard Medi-Cal rules when it comes to discontinuances. The MHP’s QIC regularly reviews data, including service type by geographic area and race, gender, and age, to evaluate for appropriate level of services and penetration rates. The QIC evaluates at least annually if change in service delivery is needed based on demographic data. Shasta County, as of September 2023, had 74,620 residents

covered by Medi-Cal (CA DHCS).

Year	Total Eligibles	Beneficiaries Served	Penetration Rate	Total Approved Claims
CY 2021	68,885	2,541	3.69%	\$21,164,614
CY 2020	63,996	2,696	4.21%	\$22,308,407
CY 2019	62,974	3,099	4.92%	\$18,756,636

The chart below provides a more detailed look at the penetration rates for FY 21-22 compared to FY 20-21.

	FY 21-22						FY 20-21		
	Average Number of Eligibles per Month	Number of Beneficiaries Served per Year	Penetration Rate	Small Counties	California	Average Number of Eligibles per Month	Number of Beneficiaries Served per Year	Penetration Rate	
Total	75,698	2,644	3.49%	4.17%	3.92%	72,100	2,759	3.83%	
0-2	3,862	0	0.00%	0.30%	0.90%	4,015	0	0.00%	
3-5	4,350	0	0.00%	1.60%	2.00%	4,283	0	0.00%	
6-11	8,663	384	4.43%	4.10%	4.00%	8,426	411	4.88%	
12-17	8,059	618	7.67%	7.20%	6.70%	7,600	590	7.76%	
18-20	3,463	166	4.79%	5.00%	4.40%	3,150	150	4.76%	
21-32	12,900	431	3.34%	4.20%	3.60%	12,300	433	3.52%	
33-44	12,400	426	3.44%	4.40%	3.90%	11,300	419	3.71%	
45-56	8,500	290	3.41%	4.70%	4.10%	8,200	313	3.82%	
57-68	9,000	275	3.06%	4.20%	4.10%	8,500	291	3.42%	
69+	4,500	54	1.20%	1.80%	1.30%	4,300	51	1.19%	
Female	39,236	1,391	3.55%	4.25%	3.95%	37,464	1,391	3.71%	
Male	36,462	1,361	3.73%	4.10%	3.90%	34,610	1,368	3.95%	
AN/AI	1,984	58	2.92%	3.80%	5.50%	1,897	67	3.53%	
Asian/PI	2,871	69	2.40%	1.65%	1.90%	2,786	62	2.23%	
Black	1,230	68	5.53%	6.05%	6.70%	1,190	87	7.31%	
Hispanic	8,400	223	2.65%	3.75%	3.45%	7,600	231	3.04%	
Other	1,074	33	3.07%	3.85%	3.35%	899	30	3.34%	
Unknown	10,300	299	2.90%	3.50%	3.45%	9,500	309	3.25%	
White	49,900	2,002	4.01%	5.20%	5.25%	48,300	1,976	4.09%	

\*Information obtained from DHCS Behavioral Health Reporting Data Hub.

The MHP, through MHSA, also does extensive community outreach. Shasta County's MHSA Prevention and Early Intervention (PEI) plan is outlined in the MHSA three-year program and expenditure plan and annual update.

To provide a brief summary, the PEI plan is designed to:

1. Engage individuals prior to the development of serious mental illness or emotional disturbances; and
2. In cases of early prevention, alleviate the need for additional mental health treatment and/or transition to extended mental health treatment.

The PEI builds capacity for providing early intervention services at sites where individuals go for other routine activities. Mental health becomes part of wellness for individuals and the

community, reducing the potential for stigma and discrimination against people with mental illness. By increasing mental health awareness in the Shasta County community, we hope to reduce the stigma and discrimination of mental illness, thus encouraging individuals to seek help as early as possible.

The MHSa PEI plan includes, but is not limited to, the following programs:

- Children and Youth in Stressed Families

The intent of this project is to help parents become positive change agents for their children and enhance the community's capacity to support at-risk children and their families. This project includes, but is not limited to, the following programs:

- Triple P (Positive Parenting Program) – Enhances parents' knowledge, skills, and confidence in an evidenced-based format to prevent severe behavioral, emotional, and developmental problems in children.
- Adverse Childhood Experiences (ACEs) – Provides presentations, Lunch & Learns, movie showings, events through collaborative partners and ACE summits/town halls to raise awareness about ACEs and reduce their impact.
- Invo's Multidisciplinary Program to Address Childhood Trauma (IMPACT) – Provides behavior therapy, individual/family therapy sessions (including substance use counseling) and connects people to resources.
- 0 – 5 Program (With the Shasta County Office of Education (SCOE) Bridges Program) – Provides support to children (0 – 5 years of age) and their families to respond to early signs of emotional and behavioral health problems and reduce the number of children who require ongoing specialty mental health services.

- Stigma and Discrimination Reduction/Stand Against Stigma Campaign

The intent of this campaign is to work towards promoting mental wellness, increase community awareness of mental health and end the stigma surrounding mental illness and substance abuse. The campaign focuses on strength-based messaging and is focused on recovery.

The campaign has done the following:

- Brave Faces Portrait Gallery and Speakers Bureau with more than 25 local residents sharing their experiences with mental illness, substance abuse disorders and suicide loss.
- Becoming Brave trainings (based on the Honest, Open and Proud curriculum) which provides guidance to individuals on how and when to disclose they have a mental illness.
- Promoting and rewarding positive portrayals of people with mental health problems.
- Recovery Happens events to celebrate recovery from substance use disorders.
- Annual Minds Matter Mental Health Resource Fair and Music festival.
- Mental health-themed "Hope Is Alive!" open mic series.
- Community education and public forums.
- Social media campaigns/awareness.

- Maintains a website with program details and mental health resources information ([www.standagainststigma.com](http://www.standagainststigma.com))
- Multimedia and short documentaries.
- Coordinates Youth and Adult Mental Health First Aid Trainings for staff and the community.
- **Suicide Prevention Collaborative**

This collaborative provides suicide prevention education and materials to community organizations and the public. The collaborative also provides QPR trainings and coordinates ASIST and safeTALK suicide preventions trainings to county staff and the community.

The collaborative organizes the following programs:

  - Captain Awesome – A men’s mental health campaign which demystifies mental health and depression while giving men the tools to maintain their mental and emotional health.
  - “More than Sad” – An evidence-based educational program which teaches teens to recognize signs of depression in themselves and others, challenges the stigma surrounding depression, and demystifies the treatment process.

For a complete list of MHSA PEI programs in Shasta County, see the [MHSA Three-Year Program and Expenditure Plan \(FY 2023-26\)](#) and [Appendices](#).

### **Criterion 3 – Strategies and Efforts for Reducing Racial, Ethnic, Cultural, and Linguistic Mental Health Disparities**

The MHP uses External Quality Review Organization (EQRO) data to evaluate penetration rate data. This data is reported to the QIC on an annual basis. Based on the data, if changes need to be made to service delivery to increase penetration rate, the QIC would make that recommendation to the MHP.

The MHP does targeted outreach for persons who are homeless and hard-to-reach individuals with mental disabilities. The MHP provides support through the STAR Team, which is staffed with MHP staff and provides outreach and engagement, including to those that may be homeless. Last year, STAR increased the number of Full-Service Partners (FSPs) in The Woodlands apartments. STAR implemented wraparound supports promoting continuity of care and increased advocacy and communication efforts with clinicians to assist in treatment planning. STAR also increased the number of clients served by the adult STAR team to almost 200 clients.

MHP staff visit homeless camps and those in shelters, and provides education about available services including linkage to services such as primary care, emergency housing, food, clothing, etc. The MHP staff also work with Shasta County Veterans Services, courts, probation, jail, the Good News Rescue Mission, emergency departments, and other community resources to provide outreach and case management to eligible homeless or hard-to-reach individuals.

The MHP participates annually in the Redding/Shasta Homeless Continuum of Care (CoC) Council, a regional organization consisting of public agencies, non-profits, faith-based groups, service providers, developers, governmental entities and individuals who have an interest in homeless issues in the area and a commitment to end homelessness. As an action-oriented collaborative, their mission is to:

1. Restore lives.
2. Eliminate homelessness.
3. Improve our community.

Their goal is to offer a helping hand to those in need of shelter to enable them regain housing stability and quality of life.

The MHSA, in partnership with the Redding Police Department, continues to operate the Crisis Intervention Response Team (CIRT). The team consists of two plain clothes police officers (with advanced crisis intervention and mental health training) and an MHSA mental health clinician. CIRT works to deescalate mental health crisis situations and when appropriate, divert individuals from the criminal justice system and connect them to needed resources. CIRT will also provide outreach for homeless individuals experiencing mental health issues and work to get them housed and into treatment whenever possible. MHSA is in the process of staffing a clinician for a second CIRT team, CIRT 2.

The MHP provides interpreter services through a statewide, toll-free telephone number 24 hours a day, seven days per week, with language capability in all languages spoken by beneficiaries of the county. The MHP provides information (such as signage and pamphlets/flyers) in its lobbies

about how to access specialty mental health services, including specialty mental health services required to assess whether medical necessity criteria are met, services needed to treat a beneficiary's urgent condition, and how to use the beneficiary problem resolution and fair hearing processes.

The MHP currently has interpreters on staff for Mien and Spanish speakers. MHP interpreters go with outreach Registered Nurses or Personal Service Coordinators to individual's homes to interpret, as needed. The MHP maintains contracts with Language Link ([www.language.link](http://www.language.link)), 911 Interpreters and Avantpage to provide 24 hours per day, 7 days per week, 365 days per year tele-interpreter services. Additionally, Shasta County has contracts with NorCal Services for Deaf and Hard of Hearing and TLC Sign Language Services LLC to provide sign language interpreters as needed.

The MHP has a goal of providing language access to 90% of beneficiaries in their primary language. The MHP will conduct 10 test calls every month with 2 of the calls in a non-English language. The test calls will occur during and after business hours.

The MHP implemented a new Electronic Health Records (EHR) system, myAvatar (Netsmart) and is exploring ways to pull beneficiary data from the system. The MHP anticipates Netsmart will allow staff to measure and monitor the impact of policies on reducing disparities for applicable populations. Having access to current beneficiary data will allow the MHP to determine the impact of policies in a more timely manner.

#### **Criterion 4 – Client/Family Member/Community Committee: Integration of the Committee within the County Mental Health System**

The Shasta County MHP maintains an active Cultural Competency Committee. The committee consists of management, supervisory and line staff from multiple branches from within the Shasta County Health and Human Services Agency (HHSA). The committee members self-elect or are selected by managers. Additionally, other external stakeholders are invited to participate as part of the committee, including contracted providers, consumers, and community stakeholders. The Committee meets monthly.

For the purposes of this group, culture is defined as a learned set of shared interpretations about beliefs, values, and norms which affect the behaviors of a group of people. Cultural proficiency includes behaviors, attitudes, and policies that come together to ensure that systems, agencies, programs, and individuals function effectively and appropriately in diverse cultural interactions and environments. It fosters understanding, appreciation, and respect of cultural differences and similarities within, among, and between groups.

The Committee is responsible for providing an annual cultural competency training to MHP staff. This occurs by collaborating with community members and organizations that can provide culturally enriching training opportunities. It is anticipated the annual cultural training will provide MHP staff and other attendees an understanding, and subsequent demonstration, of different cultures. The Committee is also working to provide cultural competency reminders to MHP staff throughout the year.

The MHP has set a goal of increasing the number of community partners on the Cultural Competency Committee. The CCC will increase outreach and engagement efforts among Shasta County's population. With the COVID pandemic ending, the MHP plans on looking for outreach opportunities such as community cultural events, conferences, and other events.

## **Criterion 5 – Culturally Competent Training Activities**

The Shasta County MHP is committed to embedding cultural competency into all training activities within the agency. Culture plays a vital role in how an individual defines health, illness, recovery, and if/where help is sought. The MHP appreciates the differences within and among our community members and understand we must embed cultural considerations into all areas of operation, including training activities.

As trainings are developed or contracted, attention will be given to cultural information that should be included in the training activity. Funds are budgeted for opportunities that become available for additional training highlighting cultural diversity that can be offered to staff. This is further driven through the QIC as the co-chair of the Cultural Competency Committee, who is also the Quality Improvement Coordinator, reports on the training opportunities at the committee meetings.

The MHP, through the Cultural Competency Committee, is responsible to provide:

1. Annual Cultural Competency Training
  - a. The mandatory, two-hour training is an opportunity to expand MHP staff's cultural awareness by addressing a specific culture or cultural topic.
  - b. Training is also open as an enrichment opportunity to additional staff from PH, contracted providers, and other stakeholders.
  - c. Goal: 100% attendance of staff who are compensated through MH funds.
2. Interpreter Training
  - a. The mandatory training ensures staff are acquainted with when and how they can utilize interpreter services through the County's contracts with various interpreter vendors.
  - b. Goal: 100% attendance of staff who are compensated through MH funds.
3. Cultural Sharing Opportunities
  - a. A voluntary cultural enrichment opportunity held on a bi-monthly basis for 60 minutes to expand MHP staff's cultural awareness by addressing a specific culture or cultural topic.
  - b. Training is also open as an enrichment opportunity to additional staff from PH, contracted providers, and other stakeholders.
  - c. Goal: Hold six opportunities on an annual basis.

The Cultural Competency Committee performs the following functions for the trainings:

- Create training and/or collaborate with community members or organizations to invite external speaker.
- Schedule event (book venue, coordinate logistics, etc.) – offer at least two different sessions to ensure most staff can attend.
- Advertise and schedule attendance.
- Conduct training, including administering surveys.
- Analyze and share results of survey.



The MHP, through MHSA, offers various trainings throughout the year about various populations and correlating issues to ensure staff have access to information to provide high-quality care through effective services. In the past, trainings have included:

- LGBTQ+ Cultural Competency Training.
- Question, Persuade, and Refer (suicide prevention training).
- MHFA – Mental Health First Aid Training.
- ASIST – Applied Suicide Intervention Skills Training.
- Cognitive Impairments and Cognitive Rehabilitation.
- Complex Presentations of Delirium and Dementia.
- Understanding Developmental Disabilities and Dual Diagnosis.
- Involuntary Mental Health Holds.
- Evaluating Lethality of Suicide Attempts and the Development of a Safety Plan.

In FY 2022-2023, due to COVID-19, various county offices were in breakout status for extended periods of time. The MHP had to cancel the usual trainings provided to Adult Services Branch staff. Additionally, though the COVID-19 Public Health Emergency has ended, the MHP has had a few office locations go into outbreak status due to COVID-19 in the first quarter of FY 2023-2024. The MHP is developing and plans on implementing an annual schedule of cultural sharing events/activities. These events will be voluntary for MHP staff to attend.

The following mandatory 2-hour training was provided to MHP staff:

- June 13, 2023 – Cultural Competency Training, presented by Heather Wylie, a sociology professor at Shasta College.

The MHP is also developing a mandatory cultural proficiency training for new MHP staff. This mandatory training will enable new MHP staff to effectively interact with beneficiaries from diverse cultural backgrounds. The CQI Unit is responsible for implementing this new training in the 2<sup>nd</sup> quarter of FY 2023-2024. The MHP is also in the process of updating its mandatory annual interpreter training. This training ensures MHP staff understands the importance of an interpreter when interacting with Limited English Proficient beneficiaries. The training also ensures MHP staff are aware of the interpreter services available to them. The CQI Unit is responsible for implementing the updated interpreter training for CY 2024.

### **Criterion 6 – County’s Commitment to Growing a Multicultural Workforce: Hiring and Retaining Cultural and Linguistically Competent Staff**

The MHP strives to ensure a multicultural workforce in hiring and retaining cultural and linguistically competent staff. The County maintains a non-discrimination policy. The policy defines discrimination in employment as unlawful when decisions regarding the terms, conditions or benefits of employment are based on an applicant's or an employee's actual or perceived protected status, such as race, national origin, gender or sex, age, mental or physical disability, medical conditions, pregnancy, genetic characteristics, religion, marital status, or sexual orientation.

The MHP is dedicated to the hiring of culturally and linguistically competent staff. In the past, the MHP has hired both clinical and non-clinical staff from diverse backgrounds. The MHP continues to recruit and hire bilingual and bicultural staff, but staff turnover continues to be a challenge. The MHP currently has Mien and Spanish interpreters on staff. Over the next year, the MHP will continue to make efforts to increase the number of certified interpreters on staff. The MHP will also develop a written policy for MHP staff to utilize when a tele-interpreter is unavailable, and staff need to request services from a staff interpreter.

### **Criterion 7 – Language Capacity**

The MHP is dedicated to access for all clients. The MHP maintains a 24/7 Access to Services and Documentation of Request of Specialty Mental Health Services policy (See policy 2017-03.1, effective 01/26/2018). The policy provides for access to interpretive services to assist any caller. Additionally, the policy requires annual language line training (which is provided in conjunction with the annual cultural competency training).

The MHP maintains a Welcoming Policy, dedicated to ensuring that all beneficiaries can access services in a meaningful way. To ensure all beneficiaries receive culturally appropriate access to care, the MHP will inquire of all beneficiaries the language in which the beneficiary would like to communicate with MHP staff. For beneficiaries who indicate a language other than English, MHP staff will offer interpreter services free of cost to the beneficiary. The MHP will not use a beneficiary's family or friends to interpret (unless the beneficiary insists and declines offered free interpreter services), as this could lead to possible loss of confidentiality, privacy, misdiagnosis, invalid informed consent, embarrassment, or a misplaced sense of security that effective communication has occurred. If lack of an interpreter will impair treatment, and treatment is unavailable due to lack of an interpreter, MHP staff will explore the use of family member as interpreter, after exhausting all other options and upon beneficiary consent.

Further, the Shasta County HHS maintains an agency-wide policy about the use of tele- and sign language interpreters. For tele-interpreter services, Shasta County maintains contracts with Language Link ([www.language.link](http://www.language.link)), 911 Interpreters and Avantpage to provide 24 hours per day, 7 days per week, 365 days per year tele-interpreter services. Additionally, Shasta County has contracts with NorCal Services for Deaf and Hard of Hearing and TLC Sign Language Services LLC to provide sign language interpreters as needed. The MHP policies provides guidance and instruction to all MHP staff on accessing language services for anyone that contacts the MHP.

Beginning with the first contact for mental health services, providers inform clients of their right to linguistically appropriate services, free of cost, and inquire into the client's linguistic and cultural needs and resources to identify and address any needs and/or barriers to accessing culturally and linguistically competent services. The results of this inquiry are recorded in the client's medical record. In addition, patients' rights information is posted at all MHP locations. Shasta County does not have an established threshold language. However, in addition to English, most informing materials are available in Spanish.

The MHP performs language test calls to ensure access is maintained for all callers. Test call reports are provided to DHCS on a quarterly basis.

The MHP, after investigating outside language verification contractors, including associated costs, has contracted with International Effectiveness – [www.ie-center.org](http://www.ie-center.org) for language proficiency testing for applicants and current employees who act as interpreters.

The MHP will continue to hire interpreters to assist with client access to services as well as bilingual and bicultural staff along with utilizing tele-interpreter services.

## **Criterion 8 – Adaptation of Services**

The MHP is dedicated to providing services in a culturally competent manner. To ensure access and services are adapted to the needs of each beneficiary, the MHP:

- Maintains a provider list for beneficiaries which includes information regarding specific linguistic and cultural services. The provider list is available in all certified MHP sites.
- Provides mechanisms for beneficiaries to receive information about the ability to change providers and to meet the cultural needs of the beneficiary, including a Welcoming policy, a Change of Provider policy, and Change of Provider brochure. The Change of Provider brochure is available to beneficiaries in all certified MHP sites.
- The MHP maintains a grievance program in compliance with the MHP agreement and Title 9. Grievance, appeal, and state fair hearing posters are posted in all certified MHP sites. Additionally, grievance, appeal and state fair hearing brochures are available in all certified MHP sites.

The MHP maintains a Problem Resolution policy, which includes grievance, appeal, and state fair hearing processes. Additionally, the MHP maintains a Change of Provider policy to ensure its processes.

The MHP, through MHSA, contracts with two separate contractors for wellness centers:

- Kings View operates the Sunrise Mountain Wellness Center in Redding and provides activities that are therapeutic, educational, and social in nature; staff includes former consumers. The center started a bilingual 12-step program which was so popular it had to move offsite due to limited capacity at the Redding center. Peers and members have the opportunity to voice their opinions on peer groups and activities at the monthly Center Advisory Committee meeting. On average, 74 participants attended center activities each quarter. The Sunrise Mountain Wellness Center is open Monday – Friday (excluding holidays) from 8:00 AM to 4:30 PM.
- Hill Country Community Clinic operates the Circle of Friends in eastern Shasta County, with a target population of residents 16 years of age and older with serious mental illness and their families. Circle of Friends is available to the community a minimum of 20 hours per week.

The MHP is also contracting with Hill Country to provide a Mobile Crisis Team (MCT) to assist with the effective handling of incidents involving individuals in need of immediate mental health crisis interventions. The MCT offers mental health assistance and crisis intervention within the community, responding to requests for assistance from individuals, families, businesses, and law enforcement. Spending time providing clinical interventions to assist individuals through their mental health crisis will reduce the rate of unnecessary psychiatric hospitalizations, the impact of overcrowded emergency departments, and the impact on law enforcement personnel as there is now another alternative available. The MCT responded to 2,252 crisis calls last year.

The managed care plan for Shasta County, Partnership HealthPlan of California (PHC), continued  
Page | 20

to implement Enhanced Care Management (ECM) and Community Supports (CS) services, formerly known as ILOS, as part of DHCS' CalAIM health initiative. The goal of ECM is to provide a whole-person approach to care which addresses the clinical and non-clinical needs of Medi-Cal beneficiaries with high-needs. ECM provides these beneficiaries with comprehensive care services through systemic coordination, which is collaborative, interdisciplinary, community-based, and person-centered. The CS is designed to address social drivers of health, other factors in individual's lives which can influence their health. The CS services are provided as cost-effective alternatives to traditional medical services or settings and are optional for beneficiaries.

Looking forward into FY 2023-24, the MHP plans to continue working with community groups through our outreach programs to help the underserved access mental health services and other health care services in our clinic or in our community. Community meetings, trainings, and health fairs to reach difficult to engage populations. Shasta Triumph And Recovery Team (STAR) continues to provide outreach services to individuals and families at the Good News Rescue Mission, Homeless Camps, and in collaboration with law enforcement for high-risk clients who have legal challenges due to their mental health needs.

<b>Shasta County Health and Human Services Agency</b>		
<b>Managed Care, Compliance and Quality Management</b>		
	<b>Welcoming Policy</b>	Date: 01/26/2018
		Number: 2017-03.1
		Page: 1 of 3

**Definitions**

NA

**Policy**

The Shasta County Mental Health Plan (MHP) is invested in creating and sustaining a welcoming environment. The MHP is committed to ensuring individuals and families receive accessible, high quality, specialty mental health services. The MHP’s goal is to provide recovery-oriented services that are respectful of cultural differences and meet the ever-changing needs of the community.

**Principles**

Providing welcoming services means engaging individuals and families in empathic and hopeful relationships that facilitate identification of needs, access to assessment, and properly matched services. Welcoming behaviors include open, attentive, verbal and non-verbal communication with the individual seeking services that allows for him/her to feel safe and to be heard. It is particularly important to welcome and engage those individuals who might ordinarily have difficulty gaining access to services, such as those who are in crisis, have co-occurring mental health and substance use disorders, those who are from diverse cultural and/or linguistic groups, and those who have associated medical disabilities. The MHP’s commitment is to implement policies, practices, and procedures supportive of each person’s recovery that foster hope and self-determination.

**Welcoming Response**

A thorough screening will be conducted as part of the treatment process to provide the best care possible. In order to offer the most holistic and comprehensive recovery treatment, the MHP recognizes the importance of integrating the services to address a variety of needs that each individual may have. These integrated services include referrals to other providers that are specifically trained in the needed areas of recovery.

**Culturally Proficient Engagement**

All individuals will be welcomed with respect for, and without discrimination of, their ethnic, cultural, and linguistic diversity, sexual orientation and gender identity, religious and spiritual background, age and socio-economic status. It is the MHP’s responsibility to be open to learning and understanding each individual’s circumstances and cultural needs. The MHP’s goal is to continue to develop capacity to best serve the MHP’s participants.

**Shasta County Health and Human Services Agency  
Managed Care, Compliance and Quality Management**



**Welcoming Policy**

Date: 01/26/2018

Number: 2017-03.1

Page: 2 of 3

It is recognized that when an individual enters seeking services from the MHP, he/she is reaching out for help and deserves a welcoming response. The MHP takes responsibility for assisting each individual who needs help by making sure that they receive:

- A. Integrated risk assessment to assure safety;
- B. Connection to treatment relationships that integrate attention to his/her multiple needs while in treatment;
- C. Appropriate referrals to resources and support services.

The MHP welcomes all individuals and their families as well as their support network. The MHP recognizes the uniqueness of each individual's path to recovery. The MHP welcoming environment maintains safety for people seeking and receiving services, and for staff. Staff, providers and programs will have limits regarding the type of problems/issues and individuals they can properly serve, based on license requirements, funding and scope of practice.

To ensure all individuals receive culturally appropriate access to care, the MHP will inquire of all individuals the language in which they would like to communicate with the MHP. For individuals that indicate a language other than English, they will be offered interpreter services, such as utilizing the language line, free of cost to the individual. The MHP will not use minors or an individual's family or friends, including minor children to interpret (unless the individual insists and declines offered free interpreter services) as this could lead to possible loss of confidentiality, privacy, misdiagnosis, invalid informed consent, embarrassment or a misplaced sense of security that effective communication has occurred. In the event the lack of an interpreter will impair treatment, or treatment is unavailable due to lack of interpreter, MHP will explore use of family member as interpreter, after exhausting all other options and upon the individual's consent.

**Revision History**

Date	No.	Action:
06/02/11	No #	Adopted
5/05/17	2017-03	Revision to new format and numbered 2017-03
01/26/18	2017-03.1	Revision to include should not use minors for interpreting

**Shasta County Health and Human Services Agency  
Managed Care, Compliance and Quality Management**



**Welcoming Policy**

Date: 01/26/2018

Number: 2017-03.1

Page: 3 of 3

**Authorization/Signatures**

The above policy has been reviewed and is authorized for immediate implementation:

Handwritten signature of Donnell Ewert in black ink.

\_\_\_\_\_  
Donnell Ewert, MPH, Director  
Shasta County Health and Human Services Agency

3/13/18

\_\_\_\_\_  
Date

Handwritten signature of Tracy Tedder in black ink.

\_\_\_\_\_  
Tracy Tedder, Compliance Officer  
Director, Business & Support Services  
Shasta County Health and Human Services Agency

3/6/18

\_\_\_\_\_  
Date





**Shasta County Health and Human Services Agency  
Managed Care, Compliance and Quality Management**

**24/7 Access to Services and Documentation of Request for  
Specialty Mental Health Services**

**1.0 Persons/Programs Affected** *(Check all that apply)*

<input checked="" type="checkbox"/> All Staff	<input type="checkbox"/> All Managers	<input type="checkbox"/> All Supervisors	
<input checked="" type="checkbox"/> Adult Services	<input checked="" type="checkbox"/> Children's Services		

\*Each branch to have unique Persons/Programs Affected  
\*All employees include all employees-full-time, part-time and extra-help.

**2.0 Definitions**

NA

**3.0 Policy**

The purpose of this policy and procedure (P-P) communicates the requirements and steps for addressing incoming requests for specialty mental health services including 24-hours per day seven days per week access to services, options for interpretive services, beneficiary rights to translation assistance, and documentation of all service requests.

The Shasta County Health and Human Services Agency, through its Mental Health Plan (MHP), is committed to providing timely and appropriate specialty mental health services to beneficiaries in a manner that is both culturally and linguistically competent. As required by state and federal laws and the California Department of Health Care Services (DHCS) Managed Care agreement, the MHP shall, provide a statewide toll-free telephone number 24 hours a day, seven days a week (24/7), with language capability in the languages spoken by the beneficiaries of the county. Information regarding the right to free language assistance services are posted in the lobby of all MPH service locations and staff will also inform individuals by phone and/or in person. This applies to all non-English or Limited English Proficient (LEP) individuals requesting services.

It is the mission of the MHP to provide accessible and comprehensive mental health and alcohol, drug services within the community. Beneficiaries will be provided with information on how to access services, urgent crisis services, including how to resolve questions or problems including assistance with grievances, appeals expedited appeals and/or a fair hearing process. All requests for services will be documented in the Initial Request for Specialty Mental Health Services Log database.



**Shasta County Health and Human Services Agency  
Managed Care, Compliance and Quality Management**

**24/7 Access to Services and Documentation of Request for  
Specialty Mental Health Services**

The Access phone line is available 24/7 for requesting services. Beneficiaries may also walk-in to request services in person during business hours at the 2640 Breslauer Way campus. Individuals or their family members do not need an appointment to discuss what specialty mental health services are available to them.

Contact numbers and other beneficiary information are also available at all MHP service locations (including contract providers) and posted on the internet.

**24/7 ACCESS CONTACT INFORMATION:**

**530-225-5252 Access Line**

**1-888-385-5201 Statewide Toll Free**

**711 CA Relay Services**

**4.0 Procedure**

**A. Incoming Service Inquiries by Phone:**

1. Staff will promptly answer the Access phone line, identify themselves, and ask how they may be of assistance;
2. When answering a call, all employees will be professional, polite, respectful, and utilize active listening skills to assess risk factors and determine the type of assistance needed;
3. Staff will determine if interpretive services or other assistance is needed to assist the individual with their request for services, and advise client of their right to free language assistance. This may include, but is not limited to, an interpreter, the language line, CA Relay 711, or other available assistance;
4. Staff will request and record the caller's name and all other required information in the Initial Request for Specialty Mental Health Services Log ;
5. Training is provided for the language line and other interpretive services annually, at the new employee training, and as needed.



**Shasta County Health and Human Services Agency  
Managed Care, Compliance and Quality Management**

**24/7 Access to Services and Documentation of Request for  
Specialty Mental Health Services**

**B. Call Disposition Options:**

1. If the caller appears to be at high risk for danger to self or others, implement an immediate 911 response call.
2. If the caller indicates the need to access services immediately, refer the client to the closest emergency room of a local hospital.
3. If the caller is requesting outpatient services, staff will provide general access information and encourage them to walk in or call during regular business hours.

**C. Beneficiary Problem Resolution (Complaints)**

1. Staff will first determine if the caller is a Medi-Cal beneficiary;
2. Medi-Cal beneficiaries will be informed of their right to complete and submit a Grievance Form, or contact the Managed Care Compliance Program at (530) 245-6750 to submit a verbal grievance during regular business hours.
4. Medi-Cal beneficiaries may also request assistance with filing a grievance or requesting a change of provider (verbally or in writing). Forms for written requests are available at all MHP service locations including contract providers.
4. Medi-Cal beneficiaries and individuals who do not have Medi-Cal coverage may obtain information through the Patient's Rights Advocate at (530) 225-5506.

**D. Documentation of Service Requests**

1. ALL requests or inquiries received by MHP staff will be recorded and documented in the Initial Request for Specialty Mental Health Services Log database.
2. The information must be recorded accurately and during (or soon after) the call or inquiry.



**Shasta County Health and Human Services Agency  
Managed Care, Compliance and Quality Management**

**24/7 Access to Services and Documentation of Request for  
Specialty Mental Health Services**

3. At times it is not possible to obtain all of the needed information from and individual or caller. Staff will attempt to complete as much information as possible.
4. The Managed Care Compliance Program reviews reports from the Initial Request for Specialty Mental Health Services Log database and presents annually to the Quality Improvement Committee.

**5.0 Attachments**

NA

**6.0 Revision History**

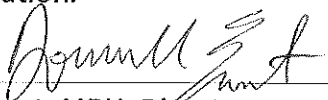
Date	No.	Action:
5/31/2011	6501	Implemented
05/27/2014	2014-06	Updated content, revision to new format and renumbered from 6501 to 2014-06

**7.0 Other Agency Involvement**


NA

**8.0 Authorization/Signatures**

The above policy and procedure has been reviewed and is authorized for immediate implementation:

  
 \_\_\_\_\_  
 Donnell Ewert, MPH, Director  
 Health and Human Services Agency

5/30/14  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Micki Mills, Program Manager, Compliance Officer  
 Business & Support Services Date  
 Managed Care Compliance Program

5/29/2014  
 \_\_\_\_\_  
 Date



**Shasta County Health and Human Services Agency  
Managed Care, Compliance & Quality Management**

**Medi-Cal Beneficiary Informing Materials**

**1.0 Persons/Programs Affected** (Check all that apply)

<input checked="" type="checkbox"/> All Staff	<input type="checkbox"/> All Managers	<input type="checkbox"/> All Supervisors	

\*Each branch to have unique Persons/Programs Affected

\*All employees include all employees—full-time, part-time and extra-help.

**2.0 Definitions**

**Medi-Cal Beneficiary Informing Materials** include materials in accordance with CCR Title 9, Section 1810.360, at a minimum:

- Beneficiary Booklet - Guide to Medi-Cal Mental Health Services (Department of Health Care Services Booklet) -Available in English and Spanish; and
- Mental Health Provider List.

**Interpreter Services:**

Interpreter services are methods in place to assist persons with limited English proficiency or needing other language assistance. This includes telephone interpreter services (language lines), interpreters, employees, or trained volunteers from a target community with identified language skills.

**Limited English Proficient (LEP):**

A diminished level of English language skills that may compromise the person’s ability to understand and respond to issues related to their treatment.

**Translation Services:**

Translation services are those services that require the conversion of a written text into a written text in a second language corresponding to and equivalent in meaning to the text in the first language. Note: Translation refers to written conversions from one language into a second language, while interpreting refers to the conversion of spoken or verbal communication from one language into a second language (Source: California Healthcare Interpreters Association, 2002).

**3.0 Policy**

The purpose of this Policy and Procedure is to ensure that all Medi-Cal beneficiaries requesting specialty mental health services receive information about their individual



**Shasta County Health and Human Services Agency  
Managed Care, Compliance & Quality Management**

**Medi-Cal Beneficiary Informing Materials**

rights as a beneficiary under California state law and to communicate the process for distributing informing materials.

All Medi-Cal beneficiaries requesting services will be provided with Beneficiary Informing Materials as required by CCR Title 9, Section 1810.360.

The Managed Care Compliance Program will ensure that brochures are available at all initial points of contact, including but not limited to, regional or off-site locations, contracted providers, Crisis Residential Recovery Center (CRRC), Access Team, Business Office, and Medical Records.

Informing Materials will be provided at the first face-to-face contact for services and thereafter upon request. Employees and contracted providers will provide the information in alternative formats such as: translated written materials (threshold language(s)), video and/or audio, if available. Interpreter services by phone or in person will be available upon request, free of cost to the beneficiary.

**4.0 Procedure**

The Managed Care Compliance Program will ensure that Informing Materials are provided to all service locations and will:

- Routinely monitor the inventory of forms, flyers, and brochures at each location;
- When required, ensure beneficiary Informing Materials are available in alternate formats;
- Reorder copies of Informing Materials as needed for all locations;
- Annually, or as needed, review and update all Informing Materials to ensure that information is accurate and conforms to all applicable state and federal rules and regulations;
- Remain up-to-date on new or improved communication technologies that meet or address specialized service needs of individuals and their families requesting services; and



**Shasta County Health and Human Services Agency  
Managed Care, Compliance & Quality Management**

**Medi-Cal Beneficiary Informing Materials**

- Monitor internal and external compliance with this directive.

All staff working at each service location or otherwise associated with the initial intake process including but not limited to the Business Office, Medical Records, Access Team, Crisis Residential Recovery Center (CRRC), off-site locations, or contracted providers will:

- Ensure that all Medi-Cal beneficiaries requesting or inquiring about services receive the Informing Materials;
- Offer Informing Materials at the first face-to-face contact for services and thereafter upon request and that documentation of the information being offered is included in the beneficiary's electronic health record;
- Inform all beneficiaries that alternate formats and/or interpreter services are available upon request, free of cost, for any beneficiary in need of additional assistance relative to the information presented; and
- Inform the Managed Care Compliance Program if forms, brochures, or other Informing Materials need to be restocked or if there are any errors, problems, or defects with the information/materials.

**References and Citations**

- California Code of Regulations (CCR) Title 9 §1810.360(d) and §410(c)(3)
- CFR Title 42 §438.10(c)(2)(3) and (f)(3) and (f)(6)(i)
- Information Notice No. 02-03, Enclosure, page 17
- Information Notice No. 10-07
- Information Notice No. 10-02, Enclosure, page 23
- California Healthcare Interpreters Association, 2002

**5.0 Attachments**

NA



**Shasta County Health and Human Services Agency  
Managed Care, Compliance & Quality Management**

**Medi-Cal Beneficiary Informing Materials**

**6.0 Revision History**

Date	No.	Action:
5/17/11	6510-1.0	Revision to new format and grammatical and procedural improvements.
05/27/2014	2014-02	Revision to new format, procedural improvements and renumbered from 6510 to 2014-02
05/05/2017	2014-02.2	Updated language

**7.0 Other Agency Involvement**

NA

**8.0 Authorization/Signatures**

The above policy and procedure has been reviewed and is authorized for immediate implementation:

Donnell Ewert, M.P.H., Director  
Shasta County Health and Human Services Agency

5/16/17

Date

Tracy Tedder, Compliance Officer  
Director, Business & Support Services  
Shasta County Health and Human Services Agency

5/16/17

Date





## Service Agreement

1. **Introduction.** In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
2. **Formation.** This Service Agreement ("Agreement") is formed between CyraCom LLC ("Vendor") having its principal place of business at 5780 North Swan Road, Tucson, AZ 85718 and The County of Shasta ("Client") having its principal place of business at 1450 Court Street, Redding, CA. 96001. (Vendor and Client individually or collectively referred to as "Party" or "Parties" hereafter.)
3. **Services.** Pursuant to the terms of this Agreement, Vendor shall provide the following service(s) (the "Services") to Client and to facilities authorized by Client:
  - 3.1. **Document Translation.** Vendor shall provide document translation services in the language(s) specified in Exhibit A, attached hereto and incorporated by reference. Unless otherwise specified in the Client's requirements, detailed in Exhibit A, the reading level of the translation shall approximate the reading level of the original document. If any errors or omissions occur, Vendor shall make every reasonable effort to promptly revise and re-proof translation to the Client's reasonable satisfaction. Vendor's entire liability and Client's sole and exclusive remedy for damages or loss caused by errors or omissions, whether in breach or in tort, shall be limited to this revision. Client shall remit payment to Vendor according to the pricing terms of Exhibit A and payment terms of Provision 5, below. Vendor shall complete services according to the schedule detailed in Exhibit A.
  - 3.2. **Prohibited Uses.** The following uses of Services are prohibited: (i) transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii) transfer of any information or technology in violation of any applicable law or regulation; (iv) violation of any telecommunications law or regulation regarding the use of telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other prohibited messages; (v) making libelous or slanderous statement; and (vi) violation of any applicable statute or government rule, ordinance, law, regulation, or similar edict. Client shall indemnify and hold harmless Vendor for any liability Vendor incurs arising out of or relating to Client's prohibited use of Services. This indemnity protection shall survive the termination of this Agreement. Without waiving any other remedy available to Vendor at law or in equity, Vendor may terminate this Agreement at any time following Client's prohibited use of Services.
4. **Term and Termination.** This Agreement shall commence on the date by which (i) all Parties have executed this document ("Commencement Date") and (ii) a copy of the executed document has been delivered to Vendor, and shall terminate one (1) year from the Commencement Date (the "Initial Termination Date"), unless sooner terminated as provided elsewhere in this Agreement. On the Initial Termination Date, and on each successive anniversary of that date, this Agreement shall renew for one year unless terminated by either Party upon written notice to the other Party not less than thirty (30) days' prior to the next date of renewal. The Termination Date of this Agreement shall be the sooner of (i) the date identified by the terminating Party in that Party's notice of termination to the other Party, or, (ii) the date on which Vendor terminates Client's access to Services
  - 4.1. **Survival.** Without limiting other provisions of this Agreement, obligations of the following sections shall survive the termination of this Agreement: 11 (Confidentiality) and 21 (Arbitration).
5. **Payment.** For the purpose of this Agreement, "receipt of invoice" shall mean the earlier of (i) the date that Vendor posts Client's invoice or reasonably similar content to Client's account on Vendor's Web portal, or (ii) the date that Client receives a physical copy of the invoice.
  - 5.1. **Automated Clearing House (ACH) Payment.** Client shall remit any ACH payment on any invoice to Vendor within thirty (30) days of receipt of invoice.

- 5.2. **Credit Card Payment.** Client shall remit any credit card payment to Vendor within ten (10) days of receipt of invoice. Vendor shall incur an initial one percent (1%) late fee for any credit card payment remitted more than ten (10) days after invoice date, in addition to any other penalties that may apply under this Agreement.
- 5.3. **Other Payment.** Where provisions 5.1 and 5.2 are inapplicable, Client shall remit payment to Vendor within thirty (30) days of receipt of invoice.
- 5.4. **Third Party Fees.** Any third-party fees incurred by Vendor in the course of receiving or preparing to receive payment from Client, other than credit card fees, shall be applied to Client's next invoice, due and payable by Client in accordance with the provisions of this Agreement.
- 5.5. **Late Payment.** Any payment Client fails to remit to Vendor within thirty (30) calendar days of the invoice date shall incur simple interest on all overdue amounts at the rate of one and one-half percent (1.5%) every thirty (30) calendar days.
6. **Independent Contractor Relationship.** The relationship between the Parties is that of independent contractors. Neither Party is an agent, partner or employee of the other Party, and neither Party has any right or any other authority to enter into any contract or undertaking in the name of or for the account of the other Party, or to assume or create any obligation of any kind, express or implied, on behalf of the other Party, nor will the act(s) or omission(s) of either Party create any liability for the other Party. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.
7. **Insurance.** Vendor shall maintain insurance against claims for injury to persons or damage to property that may arise from or relate to Vendor's performance of Services pursuant to this Agreement. All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. Upon Client's written request, Vendor shall furnish Client with copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer.

- 7.1. Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Damage (Rented Property)	\$1,000,000.00
Medical Expenses	\$10,000.00

- 7.2. Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

Errors and Omissions	\$5,000,000.00
Worker's Compensation	\$500,000.00

8. **Limited Liability.** Vendor shall provide Services in a professional and workmanlike manner utilizing translators, interpreters, and/or other language professionals with skills and qualifications that meet or exceed the standards of the industry. Client understands and agrees that Services are inherently inexact disciplines, and some discrepancies may arise despite Vendor's professional provision of Services. Client releases Vendor from any and all liability, other than liability that cannot be waived by law, for (i) non-negligent errors made by Vendor in the provision of Services and (ii) any failure of or interruption to Services due to the failure of any telecommunications facilities, gear, infrastructure, and/or similar equipment beyond Vendor's control. Beyond the limits of its insurance coverage, detailed in Provision 7, Vendor shall not be liable to Client for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Client's use of Services or any failure to connect to Services, if applicable, whether for breach or in tort, even if Vendor has been previously advised of the possibility of such damages. The foregoing limitation on Vendor's liability for damages shall apply even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

9. **Background Checks.** Vendor, subject to any federal, state, or local laws, rules or regulations which may limit any Vendor action otherwise required by this section, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to determine that no Vendor employee who shall perform any services that permit physical, virtual or other access to Client's or its customer's premises, systems, networks, or information at any time during the term of the Agreement, has been convicted of any felony less than ten (10) years prior to becoming Vendor's employee, or has been convicted of any misdemeanor involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution, or crimes involving unlawful possession or use of a dangerous weapon less than ten (10) years prior to becoming Vendor's employee. Vendor shall not permit any employee having such a conviction to perform any services that permit such access during the term of the Agreement, subject to any federal, state, or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole judgment of Client, said conviction has no reasonable relationship to the employee's fitness or trustworthiness to perform the services. Vendor shall comply with obligations under this section through the use of a third party service which shall perform a review of applicable records for those counties, states, and federal court districts in which a proposed Vendor employee has identified as having resided, worked, or attended school in the previous ten (10) years, unless a shorter period is required by any federal, state, or local law. Upon execution of this Agreement, the foregoing requirements shall also apply to Vendor's subcontractors engaged following the Commencement Date of this Agreement. Vendor's existing subcontractors engaged prior to the Commencement date shall be exempt from the requirements of this section. All existing subcontractors that Vendor renews subsequent to executing this Agreement shall be subject to the requirements of this section. Notwithstanding any of the foregoing, exceptions for individual Vendor personnel may be granted by Client on a case-by-case basis.

10. **Intentionally Deleted.**

11. **Confidentiality.**

11.1. **Terms.** Neither Party shall disclose the terms of this Agreement to any third party without the written consent of the other Party, except (i) as required by law, court order, or governing legal authority or (ii) for disclosure of the terms of this Agreement to a Party's accountants, attorneys, or similar representatives who are bound by an equal or greater obligation of confidentiality, or to the representatives of any prospective purchaser of a Party who is bound by an equal or greater obligation of confidentiality. This paragraph shall survive indefinitely any termination or expiration of this Agreement.

11.2. **Confidential Information.** All information provided to Vendor by Client or its affiliates, subsidiaries or agents that is (i) labeled as confidential and/or proprietary or (ii) reasonably identifiable as confidential and/or proprietary is the confidential and/or proprietary information of Client (collectively, "Confidential Information"). Client retains all rights, title and interest in and to all of the Confidential Information provided to Vendor. Vendor agrees that it will only use Confidential Information in connection with its performance of its obligations under this Agreement. Vendor shall take reasonable precautions necessary to safeguard the confidentiality of Confidential Information. Vendor agrees to immediately notify Client in the event of any accidental loss or unauthorized access, use, disclosure, or breach by it or any of its employees, agents or other permitted users of any Confidential Information. Vendor shall only disclose Confidential Information in response to the order, requirement, or request of a court, administrative agency, or other governmental body of competent jurisdiction, and Vendor shall provide prompt notice of such disclosure to Client.

11.3. Vendor shall apply safeguards to Personal Health Information ("PHI") in conformity with HIPAA and HITECH requirements.

12. **Safe Harbor.** CyraCom agrees that it will fully and accurately satisfy its responsibilities, as providers of services covered by this Agreement, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and Medicare and Medicaid Patient & Program Protection Acts.

13. **Disbarment.** Vendor warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any Federal Agency.

14. **Solicitation of Personnel.** Neither party shall, directly or indirectly, knowingly solicit, induce, recruit, or encourage, or cause another to solicit, induce, recruit, or encourage, any person employed or engaged by the other Party, whether as an employee

or independent contractor, to terminate his or her engagement with the other Party during the term of this Agreement and for the six month period following the Termination Date of this Agreement.

15. **Marketing and Publicity.** Each Party authorizes the other to use the Party's name, trademark(s), logo(s) and/or service marks in the Party's marketing materials.
16. **Remedies.** The remedies in this provision do not replace or otherwise limit the remedies included elsewhere in this Agreement. Vendor may, at its sole and absolute discretion, terminate this Agreement upon Client's breach or within ten (10) days of learning of Client's breach and may withhold and retain any related materials, documents, contents, data, and/or products in Vendor's possession until the breach is cured without waiving any rights to any other remedies available at law or in equity. Any decision by Vendor to forego cancellation upon a breach by Client shall not constitute a waiver of Vendor's right to terminate due to a subsequent breach by Client.
17. **Notices.** All notices and communications must be in writing and will be effective upon receipt. Such notices may be sent by U.S. Mail, nationally recognized overnight courier service, or if sent by facsimile transmission, the original must be sent to the address set forth below:

Vendor	Client
CyraCom LLC	The County of Shasta
Attn: Controller	Attn.: Director of Support Services
5780 N. Swan Rd. Tucson, AZ 85718	1450 Court Street Redding, CA. 96001
Fax: (520) 745-9022	Fax: (530) 225-5345

18. **Entire Agreement.** This Agreement represents the complete agreement of the Parties and will supersede any and all other agreements, understandings and representations by and between the Parties hereto. The Parties agree that this Agreement represents the joint drafting of the Parties. By signing below, the Parties represent and warrant that neither is relying on any promise, guarantee, or other statement not contained in this Agreement.
19. **Headings.** The descriptive headings of the provisions of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.
20. **Governing Law.** The performance of Vendor and Client under this Agreement shall be controlled and governed by the laws of the State of Arizona, excluding conflicts of law provisions. Jurisdiction and venue for any dispute between Vendor and Client concerning this Agreement shall rest exclusively within the state and federal courts of Pima County, Arizona. Each of Vendor and Client hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.
21. **Arbitration.** The Parties agree that all controversies, disputes and/or claims arising out of or in any way related to the interpretation, validity, construction, performance, breach, or termination of this Agreement shall be submitted to final and binding arbitration. The arbitration shall apply Arizona law and shall comply with and be governed by the American Arbitration Association under its Commercial Arbitration Rules. The prevailing Party in any such arbitration shall be entitled to an award of attorneys' fees, expert witness fees, and reimbursement of all reasonable costs and other fees associated with the arbitration, unless the Parties stipulate otherwise. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction.
22. **Severability.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the remainder of the Agreement. Instead, this Agreement will be construed as if it did not contain the illegal or invalid part, and the rights and obligations of the Parties shall be construed and enforced accordingly.
23. **Force Majeure:** Notwithstanding any other provision of this Agreement, Vendor shall not be liable in any way for any loss, damage, delay or failure of performance resulting from any cause which is beyond Vendor's reasonable control, including, but not limited to fire, explosion, lightning, power surges or failures, acts of God, and acts or omissions of communications carriers (including without limitation local exchange companies).

24. **Counterparts.** This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Signatures to this Agreement and any amendments hereto transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the Parties hereby indicate their acceptance of the terms of this Agreement by the signatures of their duly authorized representatives

On behalf of CyraCom, LLC.

Signature *Susan Sweeney*  
Name SUSAN Sweeney  
Title CFO  
Date 11/25/13

On behalf of The County of Shasta

Signature *Les Baugh*  
Name ~~David A. Kerk~~ **Les Baugh**  
Title Chairman, Board of Supervisors  
County of Shasta, State of California  
Date JAN 07 2014

Attest:

Signature *Lawrence G. Lees*  
Name **Deputy Lawrence G. Lees**  
Title Clerk of the Board of Supervisors  
Date JAN 07 2014

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

*Adam M. Pressman*  
**Adam M. Pressman**  
**Senior Deputy County Counsel**

RISK MANAGEMENT APPROVAL  
BY: *Jonathan Hill*  
**Jonathan Hill**  
**Risk Management Analyst III**

**EXHIBIT A: DOCUMENT TRANSLATION SERVICES PRICING**

This Exhibit reflects pricing\* which is available for all eligible owned, affiliated and/or managed facilities which is a part of **The County of Shasta** and are eligible to purchase products and services under this agreement.

Language	Per Word Rate - Standard Content - New Word	Per Word Rate - 100% Translation Memory Match	Per Word Rate - Translation Memory Repeated Text	Per Word Rate - Fuzzy Translation Memory Match (85%-99%)
Spanish	\$0.18	\$0.05	\$0.06	\$0.12
Albanian	\$0.24	\$0.06	\$0.08	\$0.16
Armenian	\$0.21	\$0.05	\$0.07	\$0.14
Belarusian	\$0.28	\$0.07	\$0.09	\$0.18
Bosnian	\$0.26	\$0.07	\$0.09	\$0.17
Bulgarian	\$0.26	\$0.07	\$0.09	\$0.17
Chinese (PRC)	\$0.18	\$0.05	\$0.06	\$0.12
Croatian	\$0.27	\$0.07	\$0.09	\$0.18
Czech	\$0.26	\$0.07	\$0.09	\$0.17
Estonian	\$0.28	\$0.07	\$0.09	\$0.18
French	\$0.26	\$0.07	\$0.09	\$0.17
German	\$0.26	\$0.07	\$0.09	\$0.17
Greek	\$0.28	\$0.07	\$0.09	\$0.18
French Canadian	\$0.26	\$0.07	\$0.09	\$0.17
Hungarian	\$0.26	\$0.07	\$0.09	\$0.17
Italian	\$0.23	\$0.06	\$0.08	\$0.15
Korean	\$0.26	\$0.07	\$0.09	\$0.17
Latvian	\$0.28	\$0.07	\$0.09	\$0.18
Lithuanian	\$0.26	\$0.07	\$0.09	\$0.17
Macedonian	\$0.28	\$0.07	\$0.09	\$0.18
Polish	\$0.26	\$0.07	\$0.09	\$0.17
Portuguese (Brazil)	\$0.24	\$0.06	\$0.08	\$0.16
Portuguese (Eur)	\$0.26	\$0.07	\$0.09	\$0.17
Romanian	\$0.26	\$0.07	\$0.09	\$0.17
Russian	\$0.26	\$0.07	\$0.09	\$0.17
Serbian	\$0.26	\$0.07	\$0.09	\$0.17
Serbo-Croatian	\$0.26	\$0.07	\$0.09	\$0.17
Slovak	\$0.28	\$0.07	\$0.09	\$0.18
Slovene	\$0.28	\$0.07	\$0.09	\$0.18
Ukrainian	\$0.26	\$0.07	\$0.09	\$0.17
Vietnamese	\$0.26	\$0.07	\$0.09	\$0.17
Amharic	\$0.31	\$0.08	\$0.10	\$0.20
Arabic	\$0.27	\$0.07	\$0.09	\$0.18
Bengali	\$0.31	\$0.08	\$0.10	\$0.20
Burmese	\$0.31	\$0.08	\$0.10	\$0.20
Cambodian	\$0.30	\$0.08	\$0.10	\$0.20
Dari	\$0.30	\$0.08	\$0.10	\$0.20
Farsi	\$0.30	\$0.08	\$0.10	\$0.20
Gujarati	\$0.29	\$0.07	\$0.10	\$0.19
Haitian Creole	\$0.31	\$0.08	\$0.10	\$0.20
Hebrew	\$0.28	\$0.07	\$0.09	\$0.18
Hindi	\$0.28	\$0.07	\$0.09	\$0.18
Khmer	\$0.29	\$0.07	\$0.10	\$0.19
Japanese	\$0.29	\$0.07	\$0.10	\$0.19
Marathi	\$0.29	\$0.07	\$0.10	\$0.19

Language	Per Word Rate - Standard Content - New Word	Per Word Rate - 100% Translation Memory Match	Per Word Rate - Translation Memory Repeated Text	Per Word Rate - Fuzzy Translation Memory Match (85%-99%)
Panjabi	\$0.29	\$0.07	\$0.10	\$0.19
Punjabi	\$0.29	\$0.07	\$0.10	\$0.19
Somali	\$0.30	\$0.08	\$0.10	\$0.20
Sotho	\$0.32	\$0.08	\$0.11	\$0.21
Swahili	\$0.32	\$0.08	\$0.11	\$0.21
Tagalog	\$0.29	\$0.07	\$0.10	\$0.19
Tamil	\$0.29	\$0.07	\$0.10	\$0.19
Telugu	\$0.29	\$0.07	\$0.10	\$0.19
Thai	\$0.28	\$0.07	\$0.09	\$0.18
Turkish	\$0.29	\$0.07	\$0.10	\$0.19
Urdu	\$0.29	\$0.07	\$0.10	\$0.19
Afrikaans	\$0.36	\$0.09	\$0.12	\$0.24
Azerbaijani	\$0.36	\$0.09	\$0.12	\$0.24
Azeri	\$0.38	\$0.10	\$0.13	\$0.25
Catalan	\$0.34	\$0.09	\$0.11	\$0.22
Danish	\$0.33	\$0.08	\$0.11	\$0.22
Dutch	\$0.30	\$0.08	\$0.10	\$0.20
Finnish	\$0.33	\$0.08	\$0.11	\$0.22
Flemish	\$0.33	\$0.08	\$0.11	\$0.22
Gaelic	\$0.36	\$0.09	\$0.12	\$0.24
Georgian	\$0.36	\$0.09	\$0.12	\$0.24
Hmong	\$0.36	\$0.09	\$0.12	\$0.24
Icelandic	\$0.41	\$0.10	\$0.14	\$0.27
Indonesian	\$0.33	\$0.08	\$0.11	\$0.22
Javanese	\$0.36	\$0.09	\$0.12	\$0.24
Kannada	\$0.36	\$0.09	\$0.12	\$0.24
Kazakh	\$0.36	\$0.09	\$0.12	\$0.24
Kyrgyz	\$0.36	\$0.09	\$0.12	\$0.24
Kurdish	\$0.36	\$0.09	\$0.12	\$0.24
Latin	\$0.36	\$0.09	\$0.12	\$0.24
Laotian	\$0.32	\$0.08	\$0.11	\$0.21
Malay	\$0.33	\$0.08	\$0.11	\$0.22
Moldavian	\$0.36	\$0.09	\$0.12	\$0.24
Nepali	\$0.36	\$0.09	\$0.12	\$0.24
Norwegian	\$0.33	\$0.08	\$0.11	\$0.22
Nyanja	\$0.36	\$0.09	\$0.12	\$0.24
Pangasinan	\$0.36	\$0.09	\$0.12	\$0.24
Pashto	\$0.36	\$0.09	\$0.12	\$0.24
Pohnpeian	\$0.38	\$0.10	\$0.13	\$0.25
Samoan	\$0.38	\$0.10	\$0.13	\$0.25
Sinhalese	\$0.38	\$0.10	\$0.13	\$0.25
Swedish	\$0.33	\$0.08	\$0.11	\$0.22
Chinese (Taiwan)	\$0.24	\$0.06	\$0.08	\$0.16
Tajik	\$0.36	\$0.09	\$0.12	\$0.24
Tigrinya	\$0.36	\$0.09	\$0.12	\$0.24
Trukese	\$0.36	\$0.09	\$0.12	\$0.24
Turkmen	\$0.36	\$0.09	\$0.12	\$0.24
Uzbek	\$0.36	\$0.09	\$0.12	\$0.24
Welsh	\$0.38	\$0.10	\$0.13	\$0.25
Yao	\$0.36	\$0.09	\$0.12	\$0.24
Yiddish	\$0.36	\$0.09	\$0.12	\$0.24
Zulu	\$0.38	\$0.10	\$0.13	\$0.25

**Volume Discounts Based on Total Words Submitted Per Request**

10,000 Words	50,000 Words	100,000 Words	500,000 Words
6%	8%	10%	12%

<b>Other Services</b>	<b>Rate Per Hour</b>
Translation Hourly Rate (Review, Glossary Translation)	\$65.00
Initial Source Language Glossary & Style Guide Creation	\$65.00
Post-Translation DTP Format & QA Hourly Rate	\$60.00
Complex Multi-lingual DTP Hourly Rate	\$60.00
Graphics Localization	\$70.00
Multimedia Translation Integration	\$80.00
Project Management (Based on a % of total budget if greater than one hour)	\$90.00
Project Minimum - Spanish	\$100.00
Project Minimum - languages other than Spanish	\$120.00

**Additional Service Terms:**

- Translation Rates above relate to standard content (general informational, consumer-targeted or mildly technical content). Content of a more complex nature (complex medical, legal, advertizing copy or highly-technical) may be subject to a higher Translation Rate.
- Work Order detailing scope of service, costs and turnaround timeframe will be issued for each project, subject to Customer acceptance prior to commencing.
- Minimums are applied per language, per project.
- Documents can be grouped together under a single project.
- Formatting, Desktop Publishing, Post-Graphics Review and Rush charges may apply as determined by Customer requirements.
- Proofreading, Editing and Reviewing Services are available upon request.
- Prices listed above are for translations from English to the target language.

**Customer Acceptance:**

In accepting the Work Order for any translations project, Customer agrees to the terms and conditions contained herein. Additional work performed or deviation from the Work Order specifications involving additional time due to Customer alterations in work submitted under the basis of the Work Order will be executed upon receiving written/verbal authorization and charged at rates consistent with this Service Agreement, which would be an extra charge over and above the original quotation. All verbal authorization must be confirmed in writing within 2 hours after receipt of verbal authorization. Rush charges apply according to the requested time frame upon customer's approval.

All price quotes contained within the Work Order are estimated. Any changes that exceed 10% above the quoted price will be submitted in writing to the Customer for approval. Faxed copies of this document are binding.

Terms of all quoted Work Orders are valid for 30 days from the date quote was received by the Customer. If there is no response within 30 days, CyraCom will assume the quote is rejected. CyraCom will re-quote this project if requested by Customer. Customers requiring more than 30 days for quote review and acceptance must notify CyraCom within 30 days from receipt of original quote. After 30 days prices and availability of translation services may be subject to change.

\*Pricing is effective as of the later of the Commencement Date or the date by which all parties have executed the Agreement and delivered an executed copy to Vendor.



**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
CORPORATE TRANSLATION SERVICES, LLC DBA LANGUAGE LINK TO  
PROVIDE TELEPHONE-BASED INTERPRETER SERVICES**

This agreement is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California (“County”) and Corporate Translation Services, Inc. dba Language Link (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing telephone-based interpreter services

**Section 1. RESPONSIBILITIES OF CONSULTANT**

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Provide language interpretation services using live interpreters in real time via two-way audio, 24 hours per day, 7 days per week, 365 days per year upon request by County. Exhibit A, attached hereto and incorporated herein, specifies the service modality (ies) the County is purchasing and the reporting items that will be gathered on each call.
- B. Ensure interpreters comply with the following operational requirements:
  - 1. Remain neutral in Conversation unless prompted with additional instructions.
  - 2. Speak in the first (1<sup>st</sup>) person.
  - 3. Use the utmost courtesy when conversing with the County and/or its client.
  - 4. Respect cultural differences of the client.
  - 5. Refrain from entering into disagreement with the County and/or its client.
  - 6. Accurately interpret the client’s statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information shall not be edited that may erroneously change the meaning of the client’s statements.
  - 7. Ensure conversations remain confidential and are not shared with individuals unrelated to the call.
  - 8. Interpret until service is completed, do not disconnect until confirmation from the client that all interpreting needs have been satisfied.
  - 9. Remain calm and professional during escalated scenarios, crisis situations.
- C. Have a quality assurance plan in place to monitor the quality of the interpreters providing interpretation services under this Agreement through random testing and direct oversight.
- D. Provide an account representative who shall be responsive in addressing and resolving County and/or its client’s concerns, complaints, or questions.
- E. Provide services in a manner consistent with the degree of care and skill standard in the language interpretation services industry, and maintain compliance with all applicable laws, including HIPAA.

- F. Provide County users with a detailed guide that describes how to order and use interpretation services, and provide additional training upon request, as agreed upon between County and Consultant.
- G. Provide County with informational language identification posters to assist users in identifying and accessing the translation services. Informational posters shall be made available at no additional charge.
- H. Offer internet portal access to County for reporting service usage including: Interpreter number, minutes used accumulative and per language, date/day/time of call, and language requested.
- I. Permit County to record calls for County training purposes.

**Section 2. RESPONSIBILITIES OF COUNTY**

Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 3. COMPENSATION**

- A. Consultant shall be paid \$0.59 per minute for telephone-based interpretation services of all languages, as described in this agreement. This rate includes third party domestic calling.
- B. Consultant shall charge only for time interpretation service is provided. Time to establish language service needed or connection time is not billable. Billing shall begin when the interpreter begins interpretation and end when interpreter has disconnected from the County and its client.
- C. Billing shall be in increments of one minute. For any period falling between minutes, Consultant shall round up to the nearest minute.
- D. In no event shall the maximum amount payable under this agreement exceed \$10,000, over the term of the agreement.
- E. Consultant shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- F. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT**

- A. Consultant shall submit no later than the 15<sup>th</sup> day of each calendar month, an itemized statement or invoice of services rendered in the prior month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT**

The initial term of this agreement shall be for one year beginning March 01, 2023 and ending February 29, 2024. The term of this agreement shall be automatically renewed for one additional one-year term at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

- D. County's right to terminate this agreement may be exercised by the Director of Support Services or their Designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a mutually agreed upon format.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services or their Designee provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to

create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

#### **Section 10. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. This indemnification provision is independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of

Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

**Section 11. INSURANCE REQUIREMENTS**

Without limiting Consultant's duties of defense and indemnification:

A. Consultant and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:

1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as the following:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:

1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.

2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s) employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- D. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.
- F. With regard to all insurance coverage required by this agreement:
1. Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.
  2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.

3. In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
4. Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
6. Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Consultant meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
7. Coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.
8. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
9. For any claims related to this agreement, Consultant's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.



10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at [www.w3.org.7.](http://www.w3.org.7.), and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.

- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses,

permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**Section 18. CONFLICTS OF INTEREST**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES**

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Director of Support Services  
County of Shasta  
1450 Court Street, Suite 348  
Redding, CA 96001  
Phone: 530-225-5515

If to Consultant:                  Dan Nelson  
1417 SE Rasmussen Blvd., Suite 101  
Battle Ground, WA 98604  
Phone: 360-433-0440

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the Director of Support Services or their designee.

**Section 20. AGREEMENT PREPARATION**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. PROPERTY TAXES**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 23. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 24. COUNTY'S RIGHT OF SETOFF**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 25. CONFIDENTIALITY**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 26. CONFIDENTIALITY OF PATIENT INFORMATION**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 27. CONFIDENTIALITY OF CLIENT INFORMATION**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 28. HIPAA ADDENDUM**

Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

**Section 29. SCOPE AND OWNERSHIP OF WORK**

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement in a mutually agreed upon format. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

**Section 30. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this

agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

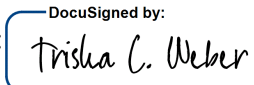
**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

**COUNTY OF SHASTA**

Date: 02/27/2023 | 8:24 AM PST

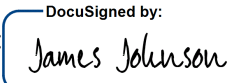
DocuSigned by:  
*Shelley Forbes*  
43D3AD2F045444A...  
SHELLEY R. FORBES  
Director of Support Services  
County of Shasta  
State of California

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

By:   
875BDB1E230D42B...  
Name: Trisha C. Weber

Date: 02/24/2023 | 7:57 AM PST  
Title: Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By:   
0DBC25FD751A456...  
Name: James Johnson


Date: 02/24/2023 | 7:41 AM PST  
Title: Risk Management Analyst III

**CONSULTANT**

Date: 02/24/2023 | 7:38 AM PST

DocuSigned by:  
*Dan Nelson*  
3E3B23A04C58470...  
By: \_\_\_\_\_  
Dan Nelson, President  
Corporate Translation Services, LLC  
dba Language Link

Date: 02/23/2023 | 12:08 PM PST

DocuSigned by:  
  
24C857CA313B408...  
By: \_\_\_\_\_  
Dave Perlman, CFO  
Corporate Translation Services, LLC  
dba Language Link

Tax ID: 91-1506430

**ADDENDUM TO CONTRACT/AGREEMENT  
(HIPAA Business Associate Agreement and Qualified Service Organization Agreement)**

This Addendum is attached to, and incorporated into the or agreement, entitled  
PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
CORPORATE TRANSLATION SERVICES, LLC DBA LANGUAGE LINK TO PROVIDE  
TELEPHONE-BASED INTERPRETER SERVICES, dated 03/01/2023.

**Definitions.**

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR), subtitle A, subchapter C, parts 160 and 164 and 42 CFR Part 2. All section references in this Addendum are to Title 45 and Title 42 of the CFR unless otherwise specified.

- (a) Business Associate. “Business Associate” shall mean the Party with whom County of Shasta is contracting, as referenced above.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.
- (d) Program. “Program” shall mean (1) an individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (2) an identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (3) medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- (e) Qualified Service Organization. “Qualified Service Organization” shall mean an individual or entity who (1) provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and (2) has entered into a written agreement with a Part 2 program under which that individual or entity: (i) acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder



diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.

**Obligations and Activities of Business Associate.**

**Business Associate shall:**

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, immediately, to Covered Entity's Privacy and/or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. A report including at least the following information: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than 24 hours from the date the breach was discovered or, if exercising due diligence, should have been discovered.
- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.
- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

- (i) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (j) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (k) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected regarding disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (m) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (n) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

**Permitted Uses and Disclosures by Business Associate.**

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**Obligations of Covered Entity.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

**Permissible Requests by Covered Entity.**

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity.

**Qualified Service Organization Agreement.**

Covered Entity and Business Associate hereby agree this agreement constitutes a QS OA as required by 42 CFR Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, Part 2, and acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Covered Entity identifying or otherwise relating to patients in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.

**Qualified Service Organization Shall:**

- (a) Agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.
- (b) Furthermore, notwithstanding any other language in the Agreement, acknowledge and agree that any patient information received from Covered Entity protected by Part 2 is subject to protections prohibiting QSO from disclosing such information to agents or subcontractors without a QSOA between QSO and its agent or subcontractor.

### **Term and Termination.**

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) *Term.* The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) *Termination for Cause.* Upon County of Shasta's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) *Effect of Termination.*
  - (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.
  - (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

### **Miscellaneous.**

- (a) *Amendment.* The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s), provided that such amendment is in substantially the same format as the County of Shasta's

standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.

- (b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum entitled “Effect of Termination” shall survive the termination of the Underlying Agreement.
- (c) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (d) Indemnification. To the fullest extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney’s fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or by any of Business Associate’s subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Covered Entity. Business Associate shall also, at Business Associate’s own expense, defend the Covered Entity, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against Covered Entity, its elected officials, officers, employees, agents, and volunteers arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or any of Business Associate’s subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity.

## EXHIBIT A LANGUAGE LINK SERVICES

### Over-the-Phone Interpreting (OPI) Services

LANGUAGE LINK will provide foreign language interpreters for over the phone interpretation services 24 hours per day, 7 days per week via the Interactive Voice Response (IVR) system. Live operators are available 24 hours per day, 7 days per week by pressing 9 on a touchtone phone.

### Additional reporting: (optional)

To better serve your needs you may select up to **two** of the following fields to be gathered with every call. These fields should contain information required by your accounting staff to track and pay for services rendered. These fields **MUST** be able to be answered with numbers. This information will be included on your invoice and call detail records on your client portal. Fields may be selected or unselected by clicking on them.

At the time of the call, do you want Language Link to collect any additional information?

Yes (Please choose **1** or **2** from below)  Not Interested

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Access Code                | <input checked="" type="checkbox"/> Employee ID | <input type="checkbox"/> Program ID        |
| <input type="checkbox"/> Badge Number               | <input type="checkbox"/> Extension ID           | <input type="checkbox"/> Project Number    |
| <input type="checkbox"/> Billing Code               | <input type="checkbox"/> Hospital Code          | <input type="checkbox"/> Purpose Code      |
| <input type="checkbox"/> Budget Number              | <input type="checkbox"/> Job Number             | <input type="checkbox"/> Reference Number  |
| <input type="checkbox"/> Call ID                    | <input type="checkbox"/> Load Number            | <input type="checkbox"/> Region Number     |
| <input type="checkbox"/> Case Number                | <input type="checkbox"/> Location Code          | <input type="checkbox"/> Section Number    |
| <input type="checkbox"/> Claim Number               | <input type="checkbox"/> Location Number        | <input type="checkbox"/> Serial Number     |
| <input type="checkbox"/> Client Code                | <input type="checkbox"/> Order Number           | <input type="checkbox"/> Site Number       |
| <input type="checkbox"/> Control Number             | <input type="checkbox"/> Personal Number        | <input type="checkbox"/> Station ID        |
| <input type="checkbox"/> County Number              | <input type="checkbox"/> Phone Extension        | <input type="checkbox"/> Unit Number       |
| <input checked="" type="checkbox"/> Department Code | <input type="checkbox"/> Phone Number           | <input type="checkbox"/> Verification Code |
| <input type="checkbox"/> District Number            | <input type="checkbox"/> PIN Number             |  |
| <input type="checkbox"/> Division Number            | <input type="checkbox"/> Position Number        |  |

**\*\*Tracking information must be processed prior to being connected to an interpreter. The CSR and/or Interpreters cannot gather data after the caller is connected to an interpreter. Any changes to this process may incur additional charges.**



# INTERPRETATION LANGUAGE LIST



A **BIG** LANGUAGE COMPANY

We speak your customer's language

Albanian	Dari	Kunama	Samoan
Amharic	Dutch	Kurdish:	Sango
Arabic	Ewe	(Bahdini, Sorani)	Serbian
Armenian	Farsi (Persian)	Laotian	Sinhala (Sinhalese)
Assyrian	French:	Lingala	Somali
Azerbaijani (Azeri)	(AF, CA & EU)	MaayMaay	Spanish:
Bengali	German	Macedonian	(EU, LA & MX)
Bosnian	Greek	Malayalam	Sudanese
Bulgarian	Gujarati	Mandinka (Mandingo)	Swahili
Burmese	Haitian Creole	Marshallese	Tagalog (Filipino)
Cambodian (Khmer)	Hebrew	Mien	Tamil
Cape Verde Creole	Hindi	Mongolian	Telugu
Cebuano (Visayan)	Hmong	Nepali	Thai
Chaldean	Hungarian	Nuer	Tibetan
Chinese:	Igbo (Ibo)	Oromo (Oromiffa)	Tigrinya
(Cantonese,	Ilocano	Pashto	Tongan
Fuzhou, Mandarin &	Indonesian	Pohnpeian	Turkish
Toishanese)	Italian	Polish	Twi
Chin-Falam	Japanese	Portuguese:	Ukrainian
Chin-Hakha	Karen	(BR & EU)	Urdu
Chin-Zo	Karenni	Punjabi (Panjabi)	Uzbek
Chuukese (Trukese)	Kinyarwanda	Rohingya	Vietnamese
Croatian	Kirundi (Rundi)	Romanian	Wolof
Czech	Korean	Russian	Yoruba

If you do not see your target language listed, please contact us for more information.



800.208.2620

1417 SE Rasmussen Blvd., Suite 101 Battle Ground, WA 98604  
sales@language.link | www.language.link



ISO 9001:2015

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
911 INTERPRETERS, INC. TO PROVIDE TELEPHONE-BASED INTERPRETER  
SERVICES**

This agreement is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California (“County”) and 911 Interpreters, Inc. (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing telephone-based interpreter services.

**Section 1. RESPONSIBILITIES OF CONSULTANT**

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Provide language interpretation services using live interpreters in real time via two-way audio, 24 hours per day, 7 days per week, 365 days per year with a 30 second response time upon request by County. Exhibit 1, attached hereto and incorporated herein, specifies the languages available for interpretation and sample instructional cards.
- B. Ensure interpreters comply with the following operational requirements:
  - 1. Remain neutral in Conversation unless prompted with additional instructions.
  - 2. Speak in the first (1<sup>st</sup>) person.
  - 3. Use the utmost courtesy when conversing with the County and/or its client.
  - 4. Respect cultural differences of the client.
  - 5. Refrain from entering into disagreement with the County and/or its client.
  - 6. Accurately interpret the client’s statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information shall not be edited that may erroneously change the meaning of the client’s statements.
  - 7. Ensure conversations remain confidential and are not shared with individuals unrelated to the call.
  - 8. Interpret until service is completed, do not disconnect until confirmation from the client that all interpreting needs have been satisfied.
  - 9. Remain calm and professional during escalated scenarios, crisis situations.
- C. Have a quality assurance plan in place to monitor the quality of the interpreters providing interpretation services under this Agreement through random testing and direct oversight.
- D. Provide an account representative who shall be responsive in addressing and resolving County and/or its client’s concerns, complaints, or questions.
- E. Provide services in a manner consistent with the degree of care and skill standard in the language interpretation services industry, and maintain compliance with all applicable laws, including HIPAA.



- F. Provide County users with a detailed guide that describes how to order and use interpretation services, and provide additional training upon request, as agreed upon between County and Consultant.
- G. Provide County with informational language identification posters to assist users in identifying and accessing the translation services. Informational posters shall be made available at no additional charge.
- H. Provide the County with subaccounts with separate PIN numbers for each County department.
- I. Provide subaccounts, and open additional subaccounts as requested by County, for individual billing and invoicing per department.
- J. Offer internet portal access to County for service usage including reports on number of calls, minutes billed, cost per call, connect time to interpreter, call status, Interpreter ID, date and time of call, and County representative who requested services.
- K. Permit County to record calls for County training purposes.

**Section 2. RESPONSIBILITIES OF COUNTY**

Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 3. COMPENSATION**

- A. Consultant shall be paid \$0.52 per minute for telephone-based interpretation services of all languages, as described in this agreement. This rate includes third party domestic calling.
- B. Consultant shall charge only for time interpretation service is provided. Time to establish language service needed or connection time is not billable. Billing shall begin when the interpreter begins interpretation and end when interpreter has disconnected from the County and its client.
- C. Billing shall be in increments of one minute. For any period falling between minutes, Consultant shall round up to the nearest minute.
- D. In no event shall the maximum amount payable under this agreement exceed \$10,000 over the term of the agreement.
- E. Consultant shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments

require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.

- F. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT**

- A. Consultant shall submit no later than the 15<sup>th</sup> day of each calendar month, an itemized statement or invoice of services rendered in the prior month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT**

The initial term of this agreement shall be for one year beginning March 1, 2023 and ending February 29, 2024. The term of this agreement shall be automatically renewed for one additional one-year term at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Director of Support Services or their Designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a mutually agreed upon format.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services or their Designee provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior

written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION**

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This

provision shall survive the termination, expiration, or cancellation of this agreement.

- B. This indemnification provision is independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

## **Section 11. INSURANCE REQUIREMENTS**

Without limiting Consultant's duties of defense and indemnification:

- A. Consultant and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:
1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
  2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
  4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
  2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- D. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.
- F. With regard to all insurance coverage required by this agreement:
1. Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.
  2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this

agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.

3. In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
4. Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
6. Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Consultant meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
7. Coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.
8. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

9. For any claims related to this agreement, Consultant's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.
10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at [www.w3.org.7](http://www.w3.org.7), and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.



- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**Section 18. CONFLICTS OF INTEREST**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES**

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Director of Support Services  
County of Shasta  
1450 Court Street, Suite 348  
Redding, CA 96001  
Phone: 530-225-5515

If to Consultant:                Rade Vujicic  
President and CEO  
444 North Michigan Ave., Suite 1200  
Chicago, IL 60611  
Phone: 1-(866) 810-0911

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the Director of Support Services or their designee.

**Section 20. AGREEMENT PREPARATION**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. PROPERTY TAXES**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 23. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 24. COUNTY'S RIGHT OF SETOFF**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 25. CONFIDENTIALITY**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of

and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 26. CONFIDENTIALITY OF PATIENT INFORMATION**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 27. CONFIDENTIALITY OF CLIENT INFORMATION**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 28. HIPAA ADDENDUM**

Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

**Section 29. SCOPE AND OWNERSHIP OF WORK**

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement in a mutually agreed upon format. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

**Section 30. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

**COUNTY OF SHASTA**

Date: 02/15/2023 | 2:11 PM PST

DocuSigned by:  
*Shelley Forbes*  
SHELLEY R. FORBES  
Director of Support Services  
County of Shasta  
State of California

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

By: *Trisha Weber*  
Name: Trisha C. Weber

Date: 02/10/2023 | 4:13 PM PST  
Title: Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: *Jim Johnson*  
Name: James Johnson

Date: 02/10/2023 | 4:06 PM PST  
Title: Risk Management Analyst III

**CONSULTANT**

By: *Rade Vujicic*  
Name: Rade Vujicic  
President and Chief Executive Officer  
911 Interpreters, Inc.  
Tax ID: 37-843801

Date: 02/10/2023 | 5:37 PM EST

**ADDENDUM TO CONTRACT/AGREEMENT  
(HIPAA Business Associate Agreement and Qualified Service Organization Agreement)**

This Addendum is attached to, and incorporated into the or agreement, entitled  
PERSONALSERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND 911  
INTERPRETERS, INC. TO PROVIDE TELEPHONE-BASED INTERPRETER SERVICES,  
effective March 1, 2023.

**Definitions**

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR), subtitle A, subchapter C, parts 160 and 164 and 42 CFR Part 2. All section references in this Addendum are to Title 45 and Title 42 of the CFR unless otherwise specified.

- (a) Business Associate. “Business Associate” shall mean the Party with whom County of Shasta is contracting, as referenced above.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.
- (d) Program. “Program” shall mean (1) an individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (2) an identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (3) medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- (e) Qualified Service Organization. “Qualified Service Organization” shall mean an individual or entity who (1) provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and (2) has entered into a written agreement with a Part 2 program under which that individual or entity: (i) acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder

diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.

### **Obligations and Activities of Business Associate**

#### **Business Associate shall:**

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, immediately, to Covered Entity's Privacy and/or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. A report including at least the following information: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than 24 hours from the date the breach was discovered or, if exercising due diligence, should have been discovered.
- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.
- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.



- (g) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (h) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (i) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected regarding disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (j) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (k) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (l) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

### **Permitted Uses and Disclosures by Business Associate**

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

### **Obligations of Covered Entity**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the

extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.

- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

### **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity.

### **Qualified Service Organization Agreement**

Covered Entity and Business Associate hereby agree this agreement constitutes a QS OA as required by 42 CFR Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, Part 2, and acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Covered Entity identifying or otherwise relating to patients in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.

### **Qualified Service Organization Shall:**

- (a) Agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.
- (b) Furthermore, notwithstanding any other language in the Agreement, acknowledge and agree that any patient information received from Covered Entity protected by Part 2 is subject to protections prohibiting QSO from disclosing such information to agents or subcontractors without a QSOA between QSO and its agent or subcontractor.

### **Term and Termination.**

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) Termination for Cause. Upon County of Shasta's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) Effect of Termination.
- (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.
- (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

### **Miscellaneous**

- (a) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s), provided that such amendment is in substantially the same format as the County of Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.
- (b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum entitled "Effect of Termination" shall survive the termination of the Underlying Agreement.

- (c) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
  
- (d) Indemnification. To the fullest extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or by any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Covered Entity. Business Associate shall also, at Business Associate's own expense, defend the Covered Entity, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against Covered Entity, its elected officials, officers, employees, agents, and volunteers arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity.

## EXHIBIT 1 911 INTERPRETERS, INC.

Shasta County Department of Support Services

Tele-Interpreting Services

### List of Languages

 List of Languages and Dialects					
Acholi	Chiu Chow	Hakka	Krio	Nuer	Sorani
Adari	Chuukese	Hassaniyya	Kurmanji	Ojibway	Spanish (Spain)
Afghani	Cree	Hareri	Kurdish	Oji-Cree	Spanish (Latin)
Afrikaans	Creole	Hausa	Laotian	Oromiffa	Sudanese
Akan	Croatian	Hebrew	Latvian	Oromo	Stoney
Albanian	Czech	Hindi	Levantine	Pakistani	Swahili
Algoma	Danish	Hmong	Lingala	Palauan	Swedish
Amharic	Dari	Hokkien	Lithuanian	Pampangan	Tagalog
Arabic	Dene Tha	HoiPing	Luo-Lango	Pangasinan	Taiwanese
Armenian	Dinka	Hudanese	Luxembourgish	Pashto	Tamil
Apache	Dyula	Hunanese	MaayMaay	Patois	Telugu
Ashante	Dutch	Hungarian	Macedonian	Persian	Tewa
Assyrian	Edo	Ibanag	Malagasy	Pilipino	Thai
Azerbaijani	Estonian	Ibo	Malay	Polish	Tibetan
Azeri	Ethiopian	Igbo	Malayalam	Portuguese	Tigre
Badinani	Ewe	Icelandic	Malinka	Portuguese Creole	Tigrinya
Bajuni	Fanti	Ilocano	Maltese	Punjabi	Tiwa
Bambara	Farsi	Indonesian	Mam	Quechua	Toishanese
Basque	Finnish	Inupiaq	Mandarin	Rohingya	Tongan
Behdini	Flemish	Inuktitut	Mandingo	Romanian	Trique
Belarusan	Frafra	Iraqi Arabic	Mandinka	Rundi	Tshiluba
Bengali	French	Italian	Maninka	Russian	Towa
Berber	French (Canadian)	Japanese	Marathi	Samoan	Turkish
Blackfoot	French Creole	Javanese	Marshallese	Sango	Turkmen
Bosnian	Fukienese	Kanata	Melanesian	Sarcee	Twi
Bulgarian	Fulani	Kanjobal	Mesopotamian	Saulteaux	Uighur
Burmese	Fuzhou	Karen	Mien	Serbian	Ukrainian
Cambodian	Ga	Kashmiri	Mina	Shanghai	Urdu
Cantonese	Gaddang	Kazakh	Mixteco	Shona	Uzbek
Catalan	Gaelic	Khmer	Mohawk	Sichuan	Vietnamese
Chaldean	Garre	K'iche	Moldovan	Sicilian	Visayan
Cebuano	Georgian	Kinyarwanda	Mongolian	Sindhi	Wolof
Chaldean	German	Kirundi	Moroccan	Sinhalese	Yiddish
Chavacano	Greek	Kiswahili	Nepali	Slovak	Yoruba
Cherokee	Gujarati	Korean	Nigerian Pidgin	Slovenian	Zulu
Chin	Haitian	Krahn	Norwegian	Somali	Zaza
				Soninke	And more...



## **INTERPRETER REQUEST GUIDE**

Upon completion of onboarding, 911 will provide the following with details specific to Shasta County.

### **IMMEDIATE OR ON-DEMAND TELEPHONE INTERPRETER REQUEST PROCESS**

#### **LIVE AGENT**

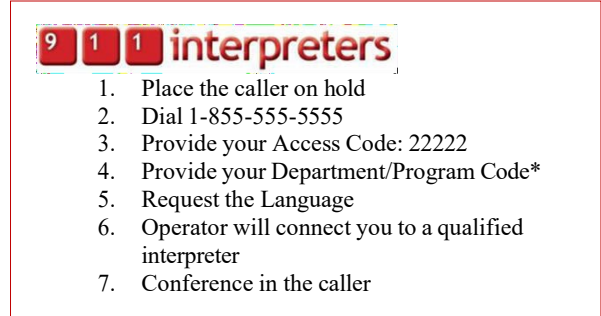
1. Place the caller on hold
2. Dial 1-855-555-5555
3. Provide your Access Code: 22222
4. Provide your Department/Program Code\*
5. Request the Language
6. Operator will connect you to a qualified interpreter
7. Conference in the caller

#### **IVR (OPTIONAL)**

1. Place the caller on hold
2. Dial 1-855-555-5555
3. Say or enter your Access Code: 22222
4. Say or enter Department/Program Code\*
5. Say or enter the Language
6. IVR system will connect you automatically to a qualified interpreter
7. Conference in the caller

**At any point you can press “0” and be connected to a live agent. Our Call Centre Agents can assist in dialing out and connecting the LEP as well as adding unlimited additional number of parties to the call.**

**SAMPLE REFERENCE CARD AND MONITOR/TELEPHONE STICKER**



Sample wallet size Reference Card on how to use the service



Sample Monitor/Telephone Sticker (1 in x 2.5 in)

\* Available upon request at no additional charge

## **PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND AVANTPAGE, INC. TO PROVIDE TELEPHONE-BASED INTERPRETER SERVICES**

This agreement is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California (“County”) and Avantpage, Inc. (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing telephone-based interpreter services.

### **Section 1. RESPONSIBILITIES OF CONSULTANT**

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Provide language interpretation services using live interpreters in real time via two-way audio, 24 hours per day, 7 days per week, 365 days per year upon request by County. Exhibit 1 attached hereto and incorporated herein, specifies the languages available for interpretation and sample instructional cards.
- B. Ensure interpreters comply with the following operational requirements:
  - 1. Remain neutral in Conversation unless prompted with additional instructions.
  - 2. Speak in the first (1<sup>st</sup>) person.
  - 3. Use the utmost courtesy when conversing with the County and/or the client.
  - 4. Respect cultural differences of the client.
  - 5. Refrain from entering into disagreement with the County and/or the client.
  - 6. Accurately interpret the client’s statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information shall not be edited that may erroneously change the meaning of the client’s statements.
  - 7. Ensure conversations remain confidential and are not shared with individuals unrelated to the call.
  - 8. Interpret until service is completed, do not disconnect until confirmation from the client that all interpreting needs have been satisfied.
  - 9. Remain calm and professional during escalated scenarios, crisis situations.
- C. Have a quality assurance plan in place to monitor the quality of the interpreters providing interpretation services under this Agreement through random testing, direct oversight, and continued training.
- D. Provide an account representative who shall be responsive in addressing and resolving County and/or the client’s concerns, complaints, or questions.
- E. Provide services in a manner consistent with the degree of care and skill standard in the language interpretation services industry, and maintain compliance with all applicable laws, including HIPAA.
- F. Provide County users with a detailed guide that describes how to order and use interpretation services, and provide additional training upon request, as agreed upon between County and Consultant.



- G. Provide County with informational language identification posters to assist users in identifying and accessing the translation services. Informational posters shall be made available at no additional charge.
- H. Provide the County with subaccounts with separate PIN numbers for each County department.
- I. Provide subaccounts, and open additional subaccounts as requested by County, for individual billing and invoicing per department.
- J. Offer internet portal access to County for service usage including reports on number of calls, minutes billed, cost per call, connect time to interpreter, call status, Interpreter ID, date and time of call, County representative who requested services and ratings the County representative gave each call.
- K. Permit County to record calls for County training purposes.

**Section 2. RESPONSIBILITIES OF COUNTY**

Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 3. COMPENSATION**

- A. Consultant shall be paid \$0.59 per minute for telephone-based interpretation services of all languages, as described in this agreement. This rate includes third party domestic calling.
- B. Consultant shall charge only for time interpretation service is provided. Time to establish language service needed or connection time is not billable. Billing shall begin when the interpreter begins interpretation and end when interpreter has disconnected from the County and its client.
- C. Billing shall be in increments of one minute. For any period falling between minutes, Consultant shall round up to the nearest minute.
- D. In no event shall the maximum amount payable under this agreement exceed \$10,000 over the term of the agreement.
- E. Consultant shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- F. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT**

- A. Consultant shall submit no later than the 15<sup>th</sup> day of each calendar month, an itemized statement or invoice of services rendered in the prior month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT**

The initial term of this agreement shall be for one year beginning March 01, 2023 and ending February 29, 2024. The term of this agreement shall be automatically renewed for one additional one-year term at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

- D. County's right to terminate this agreement may be exercised by the Director of Support Services or their Designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a mutually agreed upon format.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services or their Designee provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to

create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

#### **Section 10. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. This indemnification provision is independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of

Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

**Section 11. INSURANCE REQUIREMENTS**

Without limiting Consultant's duties of defense and indemnification:

A. Consultant and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:

1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:

1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.

2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- D. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. With the exception of those freelance interpreters engaged by Consultant when performing services under this agreement, Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.
- F. With regard to all insurance coverage required by this agreement:
1. Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.
  2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.

3. In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
4. Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
6. Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Consultant meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
7. Coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.
8. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
9. For any claims related to this agreement, Consultant's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.

10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at [www.w3.org.7.](http://www.w3.org.7.), and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.



- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses,

permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**Section 18. CONFLICTS OF INTEREST**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES**

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Director of Support Services  
County of Shasta  
1450 Court Street, Suite 348  
Redding, CA 96001  
Phone: 530-225-5515

If to Consultant:                  Vera Hooijdonk  
Director of Business Development  
523 G Street  
Davis, CA 95616  
Phone: (530) 750-2040

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the Director of Support Services or their designee.

**Section 20. AGREEMENT PREPARATION**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. PROPERTY TAXES**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 23. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 24. COUNTY'S RIGHT OF SETOFF**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 25. CONFIDENTIALITY**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 26. CONFIDENTIALITY OF PATIENT INFORMATION**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 27. CONFIDENTIALITY OF CLIENT INFORMATION**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 28. HIPAA ADDENDUM**

Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

**Section 29. SCOPE AND OWNERSHIP OF WORK**

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement in a mutually agreed upon format. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

**Section 30. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this

agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

**COUNTY OF SHASTA**

Date: 02/21/2023 | 7:04 PM PST

DocuSigned by:  
*Shelley Forbes*  
43B3AD2F046444A...  
SHELLEY R. FORBES  
Director of Support Services  
County of Shasta  
State of California

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

DocuSigned by:  
By: *Trisha C. Weber*  
875BDB1E230D42B...  
Name: Trisha C. Weber

Date: 02/21/2023 | 8:40 AM PST  
Title: Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

DocuSigned by:  
By: *James Johnson*  
0DBC25FD751A456...  
Name: James Johnson

Date: 02/21/2023 | 7:54 AM PST  
Title: Risk Management Analyst III

**CONSULTANT**

Date: 02/17/2023 | 5:19 PM PST

DocuSigned by:  
By: *Luis Miguel*  
5E34D07B78F14B6...  
Luis Miguel, Chief Executive Officer, Chief  
Financial Officer, Avantpage, Inc.

Tax ID: 27-3930611

**ADDENDUM TO CONTRACT/AGREEMENT  
(HIPAA Business Associate Agreement and Qualified Service Organization Agreement)**

This Addendum is attached to, and incorporated into the or agreement, entitled  
PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
AVANTPAGE, INC. TO PROVIDE TELEPHONE-BASED INTERPRETER SERVICES,  
effective March 1, 2023.

**Definitions**

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR), subtitle A, subchapter C, parts 160 and 164 and 42 CFR Part 2. All section references in this Addendum are to Title 45 and Title 42 of the CFR unless otherwise specified.

- (a) Business Associate. “Business Associate” shall mean the Party with whom County of Shasta is contracting, as referenced above.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.
- (d) Program. “Program” shall mean (1) an individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (2) an identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (3) medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- (e) Qualified Service Organization. “Qualified Service Organization” shall mean an individual or entity who (1) provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and (2) has entered into a written agreement with a Part 2 program under which that individual or entity: (i) acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder

diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.

### **Obligations and Activities of Business Associate**

#### **Business Associate shall:**

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, immediately, to Covered Entity's Privacy and/or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. A report including at least the following information: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than 24 hours from the date the breach was discovered or, if exercising due diligence, should have been discovered.
- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.
- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.



- (g) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (h) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (i) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected regarding disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (j) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (k) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (l) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

### **Permitted Uses and Disclosures by Business Associate**

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

### **Obligations of Covered Entity.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the

extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.

- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

### **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity.

### **Qualified Service Organization Agreement**

Covered Entity and Business Associate hereby agree this agreement constitutes a QS OA as required by 42 CFR Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, Part 2, and acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Covered Entity identifying or otherwise relating to patients in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.

### **Qualified Service Organization Shall:**

- (a) Agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.
- (b) Furthermore, notwithstanding any other language in the Agreement, acknowledge and agree that any patient information received from Covered Entity protected by Part 2 is subject to protections prohibiting QSO from disclosing such information to agents or subcontractors without a QSOA between QSO and its agent or subcontractor.

### **Term and Termination**

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) Termination for Cause. Upon County of Shasta's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) Effect of Termination.
- (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.
- (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

### **Miscellaneous**

- (a) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s), provided that such amendment is in substantially the same format as the County of Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.

## Addendum A

- (b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum entitled “Effect of Termination” shall survive the termination of the Underlying Agreement.
- (c) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (d) Indemnification. To the fullest extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney’s fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or by any of Business Associate’s subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Covered Entity. Business Associate shall also, at Business Associate’s own expense, defend the Covered Entity, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against Covered Entity, its elected officials, officers, employees, agents, and volunteers arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or any of Business Associate’s subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity.

# EXHIBIT 1 AVANTPAGE, INC.



**Avant Interpret  
Language Coverage**

For over-the-phone interpreting (OPI).  
Available 24/7 with fast connection  
through landline or web application.

- Afghan Farsi
- Afghani (Dari)
- Akan
- Albanian
- Amharic
- Arabic
- Armenian
- Assyrian
- Badini
- Bambara
- Bengali
- Bosnian
- Brazilian Portuguese
- Bulgarian
- Burmese
- Cambodian
- Canadian French
- Cantonese Chinese
- Cape Verdean
- Chaldean
- Chichewa
- Chinese Cantonese
- Chinese Hakka
- Chinese Mandarin
- Chinese Shanghaiese
- Chinese Toisanese
- Chiu-Chow
- Chuukese
- Croatian
- Czech Dari
- European Portuguese
- Ewe
- Falam
- Farsi
- Filipino
- French
- French Canadian
- Fukieneese (Chinese)
- Ga
- German
- Greek
- Gujarati
- Haitian Creole
- Hausa
- Hebrew
- Hindi
- Hmong
- Hunan
- Hungarian
- Ibo
- Igbo
- Indonesian
- Italian
- Iranian Farsi
- Japanese
- Jola
- Kabye
- Kanjobal
- Kannada
- Karen
- Karenni
- Kaya
- Khmer
- Kibajuni
- Kinyamulenge
- Kinyarwanda
- Kirundi
- Kiswahili
- Korean
- Kiswahili
- Korean
- Kunama (Kurdish)
- Lao Loatian
- Lingala
- Lithuanian
- Luganda
- Macedonian
- Malaysian
- Malinke
- Marshallese
- Maay Maay
- Mien
- Mizo
- Moldovan
- Mongolian
- Navaro
- Neapolitan
- Nepali
- Nigerian
- Pidgin
- Oromo
- Pahari
- Pashto
- Persian
- Polish
- Portuguese
- Portuguese Creole
- Punjabi
- Quiché
- Rohingya
- Romanian
- Russian
- Samoan
- Serbian
- Serbo-Croatian
- Shanhaiese
- Shona
- Sinhalese
- Slovak
- Somali
- Soninke
- Sorani
- Spanish
- Sri Lankan Tamil
- Sudanese
- Swahili
- Sylheti
- Tagalog
- Tajik
- Tamil
- Telugu
- Teochew
- Tetum
- Thai
- Tibetan
- Tigrinya
- Tongan
- Trique
- Turkish
- Twi
- Ukrainian
- Urdu
- Uzbek
- Vietnamese
- Wolof
- Yoruba
- Zomi
- Zyphe
- or Zophei Chin

SCHEDULE A FREE CONSULTATION | [avantpage.com](http://avantpage.com) | (530) 750-2040 | [interpret@avantpage.com](mailto:interpret@avantpage.com)



Upon completion of onboarding, Avantpage will create and deliver instructional cards, such as the one below that details the steps required to order. Each division/department can be assigned unique phone numbers and/or PIN numbers for tracking and reporting purposes.

## Over-the-phone Interpretation for County of Shasta

1. Dial **+1 530-292-7374**
2. Input your PIN #: **XXXXX**
3. Input your 5-digit employee number.
4. State the language required for interpretation.  
See language list for reference →

**Quick Dial:**

- For Spanish, press 1
5. Get connected to the Operator
- To repeat the process, **press 0**
  - For 3-way calls: Ask the interpreter to place the call and provide corresponding phone # needed to be dialed.
  - If you are having difficulties with our interpreter phone menu or if you want to speak to an Avantpage representative, please call **530.750.2040** extension **110**.



## LANGUAGES

Albanian	Greek	Pashto
Amharic	Gujarati	Persian
Arabic	Haitian Creole	Polish
Armenian	Hebrew	Portugese
Bengali	Hindi	Punjabi
Bosnian	Hmong	Romanian
Bulgarian	Igbo	Russian
Burmese	Indonesian	Samoan
Cambodian (Khmer)	Italian	Serbian
Chin	Japanese	Serbo-Croatian
Chin (Hakachin)	Karen	Somali
Chin (Tedim)	Karenni (Kayah)	Spanish
Chinese (Cantonese)	Kinyarwanda	Swahili
Chinese (Hakka)	Kirundi	Tagalog
Chinese (Mandarin)	Korean	Tamil
Croatian	Kurdish	Thai
Czech	Lao	Tibetan
Dari	Lithuanian	Tigrinya
Farsi	Mai Mai	Tongan
Filipino	Malayalam	Turkish
French	Mandinka	Twi
French - Canadian	Marshallese	Ukranian
Fulani	Mongolian	Urdu
Georgian	Nepali	Vietnamese
German	Oromo	Yoruba
		All other languages

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND NORCAL SERVICES FOR DEAF AND HARD OF  
HEARING FOR INTERPRETING SERVICES.**

This First Amendment is entered into between the County of Shasta through its Department of Support services, Purchasing Unit, a political subdivision of the State of California (“County”), and NorCal Services for Deaf and Hard of Hearing (“Consultant”) for the purpose of providing interpreter services for various departments and agencies (collectively, the “Parties” and individually a “Party”).

R E C I T A L S

WHEREAS, County and Consultant have previously entered into an agreement on July 1, 2021 to provide interpreter services (“Original Agreement”); and

WHEREAS County and Consultant desire to remove the word impaired from the title and introduction of the agreement; amend the Agreement to update standard language in Section 13, Compliance with Laws; Non-Discrimination; replace Attachment B, Addendum to Contract/Agreement HIPAA Business Associate Agreement, with Attachment B1, Addendum to Contract/Agreement HIPAA Business Associate Agreement and Qualified Service Organization Agreement (“Second Amendment”).

NOW, THEREFORE, the Agreement is amended as follows:

The title and introduction are updated in their entirety to read:

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
NORCAL SERVICES FOR DEAF AND HARD OF HEARING FOR INTERPRETING  
SERVICES**

This agreement is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California (“County”) and NorCal Services for Deaf and Hard of Hearing (“Consultant”) for the purpose of providing interpreting services for various departments and agencies (collectively, the “Parties” and individually a “Party”).

**I. Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**, Subsections B and D of the Agreement are amended in their entirety, as of the effective date of this Second Amendment to read as follows:

- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law

**II. REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

**III. ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

**IV. EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

***SIGNATURE PAGE FOLLOWS***



**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: 10/29/2021 | 11:54 AM PDT

DocuSigned by:  
*Shelley Forbes*  
43D3AD2E04544A...  
Shelley Forbes  
Director of Support Services

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

DocuSigned by:  
*Adam Pressman*  
5CB8C64405C44E8...  
By: Adam Pressman  
Senior Deputy County Counsel  
10/29/2021 | 9:01 AM PDT

**RISK MANAGEMENT APPROVAL**

DocuSigned by:  
*James Johnson*  
0DBC25FD751A456...  
By: James Johnson  
Risk Management Analyst III  
10/28/2021 | 5:03 PM PDT

**CONSULTANT**

Date: 10/28/2021 | 4:54 PM PDT

DocuSigned by:  
*Cheryl Bella*  
41694644D4544CB...  
By: Cheryl Bella, Manager  
Tax I.D.#: 94-2523562

## ATTACHMENT B1

**ADDENDUM TO CONTRACT/AGREEMENT**  
**HIPAA Business Associate Agreement and Qualified Service Organization Agreement**  
**(Revised 7/01/21)**

This Addendum is attached to, and incorporated into the Agreement, entitled Personal Services Agreement, between the County of Shasta and NorCal Services for the Deaf and Hard of Hearing, dated June 29, 2021.

**Definitions.**

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR), subtitle A, subchapter C, parts 160 and 164 and 42 CFR Part 2. All section references in this Addendum are to Title 45 and Title 42 of the CFR unless otherwise specified.

- (a) Business Associate. “Business Associate” shall mean the Party with whom County of Shasta is contracting, as referenced above.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.
- (d) Program. “Program” shall mean (1) an individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (2) an identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (3) medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- (e) Qualified Service Organization. “Qualified Service Organization” shall mean an individual or entity who (1) provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and (2) has entered into a written agreement with a Part 2 program under which that individual or entity: (i) acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this

part; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.

**Obligations and Activities of Business Associate.**

**Business Associate shall:**

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, immediately, to Covered Entity's Privacy and/or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. A report including at least the following information: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than 24 hours from the date the breach was discovered or, if exercising due diligence, should have been discovered.
- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.
- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this

Addendum and the Underlying Agreement to Business Associate with respect to such information.

- (g) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- (h) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.
- (i) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (j) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (k) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected regarding disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (m) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (n) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

**Permitted Uses and Disclosures by Business Associate.**

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**Obligations of Covered Entity.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

**Permissible Requests by Covered Entity.**

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity.

### **Qualified Service Organization Agreement.**

Covered Entity and Business Associate hereby agree this agreement constitutes a QS OA as required by 42 CFR Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, Part 2, and acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Covered Entity identifying or otherwise relating to patients in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.

### **Qualified Service Organization Shall:**

- (a) Agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.
- (b) Furthermore, notwithstanding any other language in the Agreement, acknowledge and agree that any patient information received from Covered Entity protected by Part 2 is subject to protections prohibiting QSO from disclosing such information to agents or subcontractors without a QSOA between QSO and its agent or subcontractor.

### **Term and Termination.**

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) *Term.* The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) *Termination for Cause.* Upon County of Shasta’s knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) *Effect of Termination.*
  - (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business

Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.

- (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

### **Miscellaneous.**

- (a) *Amendment.* The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s), provided that such amendment is in substantially the same format as the County of Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.
- (b) *Survival.* The respective rights and obligations of Business Associate under the provision of this Addendum entitled "Effect of Termination" shall survive the termination of the Underlying Agreement.
- (c) *Interpretation.* Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (d) *Indemnification.* To the fullest extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or by any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Covered Entity. Business Associate shall also, at Business Associate's own expense, defend the Covered

Entity, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against Covered Entity, its elected officials, officers, employees, agents, and volunteers arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity.



**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
NORCAL SERVICES FOR DEAF AND HARD OF HEARING FOR INTERPRETING  
SERVICES FOR THE HEARING IMPAIRED**

This agreement is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California (“County”) and NorCal Services for Deaf and Hard of Hearing (“Consultant”) for the purpose of providing interpreting services for the hearing impaired for various departments and agencies (collectively, the “Parties” and individually a “Party”).

**Section 1. RESPONSIBILITIES OF CONSULTANT**

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Provide interpreting services as requested by County, for individuals who are deaf, hard of hearing or deaf and blind and who require the provision of auxiliary aids and services as necessary to ensure effective communication.
- B. Provide qualified, pre-certified and certified American Sign Language interpreters.
- C. Provide interpreting services that include one or more of the following:
  - (1) Qualified, pre-certified and certified American Sign Language Interpreters. Certified interpreters will hold certification from one or more of the following certifying bodies:
    - i. The National Association of the Deaf (NAD) – Level 3 or above;
    - ii. The Registry of Interpreters for the Deaf (RID); or
    - iii. The American Consortium of Certified Interpreters (ACCI) – Level 3 or above.
  - (2) Oral Interpreting – for transliteration and interpretation by use of facial expression, lip/mouth movement, and hand gestures, for deaf and hard of hearing individuals who do not rely on sign language for communication.
  - (3) Team Interpreting – for lengthy or complex situations, as determined by Consultant, and approved by County, requiring a team of two (2) or more interpreters. Generally, assignments exceeding 1 hour will require a team of two (2) interpreters.
  - (4) Media Interpreting – for press conferences and public media events.
  - (5) Tactile Interpreting – utilized by individuals who are deaf and blind. The interpreters communicate with deaf-blind individuals by signing in close proximity to the client, signing or finger spelling in the person’s hands.

- (6) Deaf Interpreting – a Certified Deaf Interpreter (CDI) is used when the communication mode of a deaf consumer is so unique that it cannot be adequately accessed by interpreters who are hearing, such as when the deaf individual uses idiosyncratic non-standard signs or gestures. A CDI works in a team with a certified interpreter. In such situations, a CDI/hearing interpreter team communicates more effectively than a hearing interpreter alone.
  - (7) Emergency Interpreting Services are provided 24 hours a day, 7 days a week. Requests from medical, mental health and law enforcement departments requiring an immediate response are given top priority.
  - (8) Video Remote Interpreting Services utilizes video conferencing technology that enables Deaf client/consumer to access sign language interpreting through the internet by computer, laptop or television monitor and webcam. High speed internet is required on the originating and terminating points of the video call.
  - (9) Real-time captioning (RTC)/Computer-Aided Real-time Translation (CART) services are provided by a professional captioner or court reporter who simultaneously “translates” the spoken words into English text on a computer screen or digital projector screen to be read by the deaf or hard of hearing individual. Such service may be provided remotely.
- D. Provide interpreting services at the time and location agreed upon by County and Consultant. If County and Consultant cannot agree upon the time and location for the provision of interpreting services in a particular instance, then Consultant shall provide interpreting services as directed by the Director of Support Services or his/her designee.
- E. Promulgate and implement written procedures (“Grievance Procedures”) whereby recipients of interpreting services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of interpreting services pursuant to this agreement. Consultant shall provide a copy of Consultant’s Grievance Procedures to County upon request. Consultant shall report all grievances, and the nature thereof, in writing to the County’s Director of Support Services within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the County’s Director of Support Services how the grievance was resolved or concluded.
- F. Ensure, and provide written verification thereof to County, that all staff and volunteers working or providing interpreting services under this agreement shall receive appropriate clearance following a criminal records check, a Child Abuse Index record check, and a California Department of Motor Vehicles record check.

**Section 2. RESPONSIBILITIES OF COUNTY**

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. At the request of Consultant, a County Department utilizing Consultant's interpreting services shall provide Consultant with a list of individuals in the County Departments who are authorized to request interpreting services.
- C. Obtain prior approval for all video and audio recordings of services.
- D. Except in an emergency, County shall request interpreting services at least 5 days in advance. Any service provided with less than 24 business hours' notice will be billed at the emergency rate.
- E. Complete Attachment A, Communications Services Request Form (CSR), attached and incorporated herein by this reference, to request all non-emergency interpreting services. The completed CSR is to be faxed to (916) 349-7578 or emailed to [dispatcher@norcalcenter.org](mailto:dispatcher@norcalcenter.org).
- F. Provide written notice of cancellation at least 24 hours in advance by fax (916) 349-7578 or email [dispatcher@norcalcenter.org](mailto:dispatcher@norcalcenter.org). The cancellation notice must be received by Consultant during the business hours of 8:30 a.m. – 5:00 p.m. Pacific Standard Time, Monday through Friday, excluding weekends and County holidays.
- G. Call 1-916-236-1184 for emergency interpreting services required after business hours and on weekends and holidays.

**Section 3. COMPENSATION**

- A. Consultant shall be paid for the services described in this agreement as follows:
  - (1) Qualified Sign Language, Deaf and Oral Interpreting: A minimum of 1 hour at the rate of \$125 per hour, per interpreter, and pro-rated thereafter per quarter hour.
  - (2) Media Interpreting: A minimum of 2 hours at the rate of \$175 per hour, per interpreter, and pro-rated thereafter per quarter hour.
  - (3) Tactile Interpreting: A minimum of 1 hour at the rate of \$130 per hour, per interpreter, and pro-rated thereafter per quarter hour.
  - (4) Real-time Captioning: A minimum of 2 hours at the rate of \$125 per hour, per interpreter, and pro-rated thereafter per quarter hour.

- (5) Emergency Interpreting: A minimum of 2 hours at the rate of \$175 per hour, per interpreter, and pro-rated thereafter per quarter hour. Rate will apply to any service, including non-emergency service, provided with less than 24 hours' notice of the service request.
  - (6) Video Remote Interpreting at \$1.50 per minute.
  - (7) Evening, weekend and holiday rates increase by \$10 per hour, per interpreter. Evening is defined as 6:00 PM to 10:00 PM. Holiday is defined as state and federally recognized holidays. Regular, non-emergency, requests occurring between the hours of 10:00 PM to 8:00 AM will increase by \$20 per hour, per interpreter.
  - (8) When deemed necessary and approved in advance by County when a local interpreter is unavailable, Consultant shall be paid at a rate of \$50 per hour for travel time. Should overnight stay be required, Consultant shall be reimbursed for lodging and meals, not to exceed \$169.00 per night.
- B. In no event shall compensation paid to Consultant pursuant to this agreement exceed \$50,000 over the entire term of this agreement, including any renewal terms as provided for in section 5 of this agreement.
  - C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
  - D. Consultant shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.

**Section 4. BILLING AND PAYMENT**

- A. Consultant shall submit to County for services rendered prescribed in section 1, an itemized statement or invoice on a bi-monthly basis. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT**

The initial term of this agreement shall be for one year beginning July 1, 2021 and ending June 30, 2022. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding

the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by The Director of Support Services.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and

investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

#### **Section 11. INSURANCE COVERAGE**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor'(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and



- b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant’s performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method

any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**Section 18. CONFLICTS OF INTEREST**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES**

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Director of Support Services  
1450 Court Street, Suite 348  
Redding, CA 96001

Phone: (530) 225-5515  
Fax: (530) 225-5345

If to Consultant: Chief Executive Officer  
NorCal Services for Deaf and Hard of Hearing  
4044 North Freeway Blvd  
Sacramento, CA 95660  
Phone: (916) 349-7500  
Fax: (916) 349-7580

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or his/her designee.

**Section 20. AGREEMENT PREPARATION**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. PROPERTY TAXES**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 23. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of

this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 24. COUNTY'S RIGHT OF SETOFF**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 25. CONFIDENTIALITY**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 26. CONFIDENTIALITY OF PATIENT INFORMATION**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 27. CONFIDENTIALITY OF CLIENT INFORMATION**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 28. HIPAA ADDENDUM**

Attached to this agreement, as Attachment B and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

**Section 29. SCOPE AND OWNERSHIP OF WORK**

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

**Section 30. USE OF COUNTY PROPERTY**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

**Section 31. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: 06/29/2021 | 9:08:13 AM PDT

DocuSigned by:  
*Matthew Pontes*  
\_\_\_\_\_  
558AD3F316374AD...  
Matthew P. Pontes  
County Executive Officer  
County of Shasta  
State of California

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

DocuSigned by:  
*Adam Pressman*  
\_\_\_\_\_  
5CB8C64405C4458...  
By: Adam Pressman  
Senior Deputy County Counsel  
06/28/2021 | 4:06:07 PM PDT

**RISK MANAGEMENT APPROVAL**

DocuSigned by:  
*James Johnson*  
\_\_\_\_\_  
0DBC25FD751A455...  
By: James Johnson  
Risk Management Analyst III  
06/28/2021 | 3:11:22 PM PDT

**CONSULTANT**

Date: 06/28/2021 | 11:01:35 AM PDT

DocuSigned by:  
*Susan Snapp*  
\_\_\_\_\_  
E64F2114B36A430...  
By: Susan Snapp, Manager  
Tax I.D.#: 94-2523562



COMMUNICATION SERVICES REQUEST FORM
Voice [916] 349-7525 VP • [916] 331-2930 • FAX [916] 349-7578
AFTER HOURS EMERGENCY INTERPRETING SERVICES • [916] 236-1184
Email: Dispatcher@norcalcenter.org

Billing is based on 1-hour minimum. Be accurate when indicating START and END times. Services are provided on request, subject to the availability of staff and independent contractors. This form must be filled out LEGIBLY and COMPLETELY. Illegible and incomplete forms will be returned by email or fax. CANCELLATIONS MUST BE IN WRITING.

Appointment Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ AM/PM
Day of the Week: M T W TH F SAT SUN (circle) End Time: \_\_\_\_\_ AM/PM
Requesting Facility: \_\_\_\_\_
Requestor: \_\_\_\_\_ Phone: [ ]
E-Mail Address: \_\_\_\_\_ FAX: [ ]

TYPE OF SERVICES REQUESTED: (PLEASE CHECK)

- ASL-English Interpreter
Deaf Interpreter/ASL-English Interpreter [2]
Performance [2]
Real-Time Captioning—Transcription yes no
Specific Gender Required —Female Male
Tactile Interpreter [Deaf-Blind]
Video Remote Interpreting [VRI]
Public Media/Press Conference [2]
Other Spoken Language interpreting
Language: \_\_\_\_\_

Video/Webinar Recording
Yes
No

Deaf/Hard of Hearing Consumer's Name(s): \_\_\_\_\_

Consumer Identification: [ie. MRN/last 4 of SSN/DOB] \_\_\_\_\_

Appt. Info. /Location Name: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Dept: \_\_\_\_\_ Floor: \_\_\_\_\_

Provider's Name: \_\_\_\_\_ Specific Reason for Appointment: \_\_\_\_\_

Site Contact Person: \_\_\_\_\_ Phone: [ ]

BILLING INFORMATION:

BILL TO: \_\_\_\_\_ Attn: \_\_\_\_\_

COST CODE/Division/Dept. Name: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

REQUIRED SIGNATURE:

By signing this request, you are agreeing to the terms and conditions in the Service Agreement and to pay for services requested/provided. By submitting this and future requests by electronic means, I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. Access Communication Today! does not bill third parties or the Deaf or hard of hearing consumer.

Authorizing Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_



**ADDENDUM TO CONTRACT/AGREEMENT**  
**(HIPAA Business Associate Agreement)**  
*(Revised 9/6/18)*

This Addendum is attached to, and incorporated into the agreement, entitled Personal Services Agreement, between the County of Shasta and NorCal Services for Deaf and Hard of Hearing, dated July 1, 2021.

**Definitions.**

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations, subtitle A, subchapter C, parts 160 and 164. All section references in this Addendum are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- (a) *Business Associate.* “Business Associate” shall mean the Party with whom County of Shasta is contracting, as referenced above.
- (b) *Underlying Agreement.* “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) *Covered Entity.* “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.

**Obligations and Activities of Business Associate.**

**Business Associate shall:**

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, within five business days, to Covered Entity’s Privacy and/or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches

## ATTACHMENT B

of unsecured PHI as required in Section 164.410. A report including at least the following information: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than fifteen business days from the date the breach was discovered or, if exercising due diligence, should have been discovered.

- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.
- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.
- (g) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- (h) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.
- (i) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (j) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.

- (k) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected regarding disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (m) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (n) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

#### **Permitted Uses and Disclosures by Business Associate.**

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

#### **Obligations of Covered Entity.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

**Permissible Requests by Covered Entity.**

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity.

**Term and Termination.**

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) *Term.* The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) *Termination for Cause.* Upon County of Shasta's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) *Effect of Termination.*
  - (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.
  - (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

**Miscellaneous**

- (a) *Amendment.* The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability

## ATTACHMENT B

and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s), provided that such amendment is in substantially the same format as the County of Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.

- (b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum entitled "Effect of Termination" shall survive the termination of the Underlying Agreement.
- (c) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (d) Indemnification. To the fullest extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or by any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Covered Entity. Business Associate shall also, at Business Associate's own expense, defend the Covered Entity, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against Covered Entity, its elected officials, officers, employees, agents, and volunteers arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity.

**No Withholding**

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
TLC SIGN LANGUAGE SERVICES, LLC TO PROVIDE INTERPRETING SERVICES**

This agreement is entered into between the County of Shasta, through its Department of Support Services, a political subdivision of the State of California (“County”) and TLC Sign Language Services, LLC (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing interpreting services for the hearing impaired to various County Departments.

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

**A. Services**

Pursuant to the terms and conditions of this agreement Consultant shall:

- (1) Provide communication services (“Communication Services”), as requested by County and County Departments, for individuals who are deaf and hard of hearing who require the provision of auxiliary aids and services as necessary to ensure effective communication.
- (2) Provide Communication Services by certified or registered interpreters.
- (3) Provide Communication Services to include one or more of the following:
  - a. Certified Sign Language Interpreting – with a preference for interpreters certified by at least one of the following:
    - (i) The National Association of the Deaf (NAD) – Level 3 or above; or
    - (ii) The Registry of Interpreters for the Deaf (RID)
  - b. Oral Interpreting – for transliteration and interpretation by use of facial expression, lip/mouth movement, and hand gestures, for deaf and hard of hearing individuals who do not rely on sign language for communication.
  - c. Real-Time Captioning Services – for the provision of simultaneous written text of spoken language either on a computer screen or overhead projector by professional court reporters.
  - d. Team Interpreting – for lengthy or complex situations, as determined by Consultant, and approved by County, requiring a team of two or more interpreters.

- e. Tactile Interpreting - utilized by individuals who are deaf and blind. The interpreters communicate with deaf-blind individuals by signing in close proximity to the client, signing or finger spelling in the person's hands.
  - f. Intermediary Interpreting – A Certified Deaf Interpreter (CDI) is used when the communication mode of a deaf consumer is so unique that it cannot be adequately accessed by interpreters who are hearing, such as when the deaf individual uses idiosyncratic non-standard signs or gestures. A CDI works in a team with a certified interpreter. In such situations, a CDI/hearing interpreter team communicates more effectively than a hearing interpreter alone.
- (4) Maintain Consultant's Communication Department, for the purpose of scheduling and cancelling Communication Services, from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.
  - (5) Provide certified sign language interpreters on an "on call" basis between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. After normal business hours, weekends, and holidays, interpreters will be available for emergency services, legal matters, and surgeries at an increased rate. The Director of Support Services shall have sole discretion to determine when an emergency exists.
  - (6) Provide Communication Services at the time and location agreed upon by County and Consultant. If County and Consultant cannot agree upon the time and location for the provision of Communication Services in a particular instance, then Consultant shall provide Communication Services as directed by the Director of Support Services or his/her designee.
  - (7) Provide Interpreters who shall:
    - a. Adhere to the standards of confidential communication;
    - b. Possess the professional skills and knowledge required for the specific interpreting situation;
    - c. Conduct themselves in a manner appropriate to the specific interpreting situation;
    - d. Demonstrate respect for consumers;
    - e. Demonstrate respect for colleagues, interns, and students of the profession; and
    - f. Maintain ethical business practices;

B. Grievances

Consultant shall promulgate and implement written procedures (“Grievance Procedures”) whereby recipients of Communication Services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of Communication Services pursuant to this agreement. Consultant shall provide a copy of Consultant’s Grievance Procedures to County upon request. Consultant shall report all grievances, and the nature thereof, in writing to the County’s Director of Support Services within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the County’s Director of Support Services how the grievance was resolved or concluded.

C. Investigation of Illegal Use of Agreement Funds

- (1) Consultant shall take reasonable steps to prevent the illegal use of agreement funds. Consultant agrees to notify County of any suspected illegal use of agreement funds. Consultant shall meet with County or its delegate for consultation when there is suspected illegal use of agreement funds. Consultant shall cooperate with County or its delegate in any way necessary for the investigation of potential illegal use of agreement funds.
- (2) Consultant shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Consultant’s premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts and other materials that may be relevant to a matter under investigation for potential illegal use of agreement funds.

**Section 2. RESPONSIBILITIES OF COUNTY.**

- A. County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. County shall monitor and evaluate the performance of Consultant throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.
- C. At the request of Consultant, a County Department utilizing Consultant’s Communication Services shall provide Consultant with a list of individuals in the County Departments who are authorized to request Communication Services.
- D. Except in an emergency, County and County Departments shall request Communication Services at least five days in advance, when possible. The Director of Support Services or his/her designee shall have sole discretion to determine when an emergency exists.



- E. County Departments shall provide, at a minimum, the following information with each request for Communication Services:
- (1) Date, time, and complete address of location of the Communication Services;
  - (2) Name and phone number of the individual requesting the Communication Services on behalf of a County Department;
  - (3) Name and phone number of a contact within the County Department requesting the Communication Services, if different from the individual making the request;
  - (4) Name of the person to be assisted with the Communication Services; and
  - (5) The particular type of Communication Services to be provided and expected duration of requested services.
- F. County Departments will attempt to provide to Consultant written notice of cancellation of any request for Communication Services at least 24 hours in advance. Cancellation requests shall be sent by e-mail to [tlcsignlanguage@yahoo.com](mailto:tlcsignlanguage@yahoo.com). Should the 24-hour advanced cancellation notice not be given, the associated Communication Service fee must be paid to consultant.

**Section 3. COMPENSATION.**

- A. Consultant shall be paid for the Communication Services provided pursuant to this agreement as follows:
- (1) Certified Sign Language Interpreting provided during normal business of 8:00 a.m. and 5:00 p.m., Monday through Friday: shall be paid at a rate of \$80.00 per hour with a one hour minimum. All services will be billed in 30-minute increments as appropriate.
  - (2) Certified Sign Language Interpreting provided after normal business hours or for emergencies, legal matters, and surgeries:  
  
Two hours minimum and shall be paid at a rate of \$110 per hour. This fee applies portal-to-portal, cost incurred upon dispatch of interpreter. All services will be billed in 30-minute increments as appropriate.
- B. In no event shall compensation paid to Consultant pursuant to this agreement exceed \$30,000 over the entire term of this agreement, including any renewal terms as provided for in section 5 of this agreement.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

- D. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.

**Section 4. BILLING AND PAYMENT.**

- A. Consultant shall submit to County Departments an itemized statement or invoice of services rendered the preceding month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. County shall not be obligated to pay Consultant for Communication Services provided pursuant to this agreement if Consultant presents a statement or invoice to a County Department more than 90 days after the date the Communication Services requested by the County Department were rendered and completed, or more than 90 days after termination, expiration, or cancellation of this agreement, whichever is earlier.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall be for one year beginning July 1, 2022 and ending June 30, 2023. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant

was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Director of Support Services.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding

payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to

the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the

endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.



**Section 16. LICENSES AND PERMITS.**

Consultant, and Consultant’s officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS.**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant’s work or services.

**Section 18. CONFLICTS OF INTEREST.**

Consultant and Consultant’s officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Support Services  
1450 Court Street, Room 348  
Redding, CA 96001  
Phone: (530) 225-5515  
Fax: (530) 225-5345

If to Consultant: Tina L. Cook  
TLC Sign Language Services, LLC  
P.O. Box 219  
Palo Cedro, CA 96073  
Phone: (530) 547-2744  
Cell: (530) 604-4782  
Fax: (530) 547-2744

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 20. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. PROPERTY TAXES.**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 23. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 24. COUNTY'S RIGHT OF SETOFF.**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 25. CONFIDENTIALITY.**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 26. CONFIDENTIALITY OF CLIENT INFORMATION.**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 27. USE OF COUNTY PROPERTY.**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

**Section 28. HIPAA ADDENDUM**

Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

**Section 29. CONFIDENTIALITY OF PATIENT INFORMATION**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 30. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal.

Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: 04/18/2022 | 1:49 PM PDT

DocuSigned by:

*Matthew P. Pontes*

1B6DB1D2D223498  
MATTHEW P. PONTES  
County Executive Officer  
County of Shasta  
State of California

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

DocuSigned by:

*Adam Pressman*

5CB8C64405C44E8...  
By: Adam Pressman  
Senior Deputy County Counsel  
04/18/2022 | 12:51 PM PDT

**RISK MANAGEMENT APPROVAL**

DocuSigned by:

By: *James Johnson*

0DBFC25FD751A456...  
James Johnson  
Risk Management Analyst III  
04/13/2022 | 4:45 PM PDT

**CONSULTANT**

Date: 04/13/2022 | 4:42 PM PDT

DocuSigned by:

By: *Tina L. Cook*

DF9EEA6BB8CD42D...  
Tina L. Cook, Sign Language Interpreter  
TLC Sign Language Services, LLC

Tax I.D. # 61-1774048

**ADDENDUM TO CONTRACT/AGREEMENT**  
**(HIPAA Business Associate Agreement and Qualified Service Organization Agreement)**  
**(Revised 7/01/21)**

This Addendum is attached to, and incorporated into the Agreement, entitled Personal Services Agreement, between the County of Shasta and TLC Sign Language Services, LLC, dated July 1, 2022.

**Definitions.**

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR), subtitle A, subchapter C, parts 160 and 164 and 42 CFR Part 2. All section references in this Addendum are to Title 45 and Title 42 of the CFR unless otherwise specified.

- (a) Business Associate. “Business Associate” shall mean the Party with whom County of Shasta is contracting, as referenced above.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.
- (d) Program. “Program” shall mean (1) an individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (2) an identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (3) medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- (e) Qualified Service Organization. “Qualified Service Organization” shall mean an individual or entity who (1) provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and (2) has entered into a written agreement with a Part 2 program under which that individual or entity: (i) acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this

part; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.

**Obligations and Activities of Business Associate.**

**Business Associate shall:**

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, immediately, to Covered Entity's Privacy and/or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. A report including at least the following information: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than 24 hours from the date the breach was discovered or, if exercising due diligence, should have been discovered.
- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.
- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this

Addendum and the Underlying Agreement to Business Associate with respect to such information.

- (g) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- (h) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity
- (i) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (j) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (k) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected regarding disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (m) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (n) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.



**Permitted Uses and Disclosures by Business Associate.**

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**Obligations of Covered Entity.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate’s use or disclosure of PHI and EPHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI and EPHI.

**Permissible Requests by Covered Entity.**

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity

**Qualified Service Organization Agreement.**

Covered Entity and Business Associate hereby agree this agreement constitutes a QS OA as required by 42 CFR Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, Part 2, and acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Covered Entity identifying or otherwise relating to patients in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.

**Qualified Service Organization Shall:**

- (a) Agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.
- (b) Furthermore, notwithstanding any other language in the Agreement, acknowledge and agree that any patient information received from Covered Entity protected by Part 2 is subject to protections prohibiting QSO from disclosing such information to agents or subcontractors without a QSOA between QSO and its agent or subcontractor.

**Term and Termination.**

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) Termination for Cause. Upon County of Shasta's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) Effect of Termination.
  - (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.
  - (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to

those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

**Miscellaneous.**

- (a) *Amendment.* The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s), provided that such amendment is in substantially the same format as the County of Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.
- (b) *Survival.* The respective rights and obligations of Business Associate under the provision of this Addendum entitled "Effect of Termination" shall survive the termination of the Underlying Agreement.
- (c) *Interpretation.* Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (d) *Indemnification.* To the fullest extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or by any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Covered Entity. Business Associate shall also, at Business Associate's own expense, defend the Covered Entity, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against Covered Entity, its elected officials, officers, employees, agents, and volunteers arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity.