



**Contract Number**

**SAP Number**

4400026890

## Human Services

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|--|--|
| <b>Department Contract Representative Telephone Number</b> | <u>Melynda Paredes</u><br><u>(909) 386-8007</u>  |
| <b>Contractor</b>  | <u>Avantpage, Inc.</u>                           |
| <b>Contractor Representative Telephone Number</b>          | <u>Vera Hooijdonk</u><br><u>(530) 750-2040</u>   |
| <b>Contract Term</b>                                       | <u>February 1, 2025 through January 31, 2028</u> |
| <b>Original Contract Amount</b>                            | <u>\$3,500,000 Aggregate</u>                     |
| <b>Amendment Amount</b>                                    | <u></u>  |
| <b>Total Contract Amount</b>                               | <u>\$3,500,000 Aggregate</u>                     |
| <b>Cost Center</b>   | <u>5015011000</u>                                |
| <b>Grant Number (if applicable)</b>                        | <u></u>  |

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to designate a contractor of choice to provide translation and interpretation services for County clientele experiencing English language barriers and/or who are deaf/hearing impaired, as further described in a statement of work (the "Services"); and

**WHEREAS**, the County conducted a competitive process to find Avantpage, Inc. (Contractor) to provide these services, and

**WHEREAS**, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide translation and interpretation services; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

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## A. DEFINITIONS

1. After Hours: The hours before or after business hours, twenty-four (24) hours a day, and seven (7) days a week (24/7).
2. American Sign Language (ASL): A visual gesture language, having its own semantic and syntactic structure, used by deaf and hard of hearing individuals in the U.S. and English-speaking part of Canada.
3. Applicant: The individual, agency, or organization that is providing a Proposal Packet in response to the RFP to be considered for a contract with the County.
4. Board: The San Bernardino County Board of Supervisors.
5. Business Day: Monday through Friday except when such day is a County holiday.
6. Business Hours: Monday through Friday, 8 a.m. to 5 p.m., except when such day is a County holiday.
7. Certified Deaf Interpreter (CDI): An individual who is deaf or hard of hearing and possesses excellent communication skills in both ASL and English. CDIs are trained in the role of ethics of an interpreter and may have specialized training and/or experience in the use of gesture, mime, props, drawings, home signs, and matching sentence structure and language development of the deaf person for whom they are interpreting. CDIs also have extensive knowledge and understanding of deafness, the deaf community, and/or Deaf culture. CDIs must pass an extensive written and performance test prior to receiving certification from the Registry of Interpreters for the Deaf.
8. Consecutive Interpretation: The process in which an interpreter and the source language speaker take turns speaking and listening.
9. Contract: The legal agreement between the County and the Contractor.
10. Contractor: Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.
11. County: As used throughout this document, including its possessive form (County's), refers to San Bernardino County.
12. Customer(s)/Client(s): Individuals who require translation and interpretation services. This includes, but is not limited to, applicants, beneficiaries, clients, and In-Home Supportive Services (IHSS) providers. The terms client and customer may be used interchangeably.
13. Deaf/Hearing Impaired: A person having reduced or deficient hearing ability; hard of hearing.
14. English Language Barrier: A person experiencing difficulties communicating in English while obtaining available social services. This may be due to their inability to speak or communicate effectively in English.
15. Fee for Service: A contract to pay a specified price for the delivery of specific supplies or services.
16. Field Test: A test ensuring the items in the target language are equivalent to those of the same items in the original language. The State of California requires translations of standard tests to be at a fourth (4<sup>th</sup>) grade reading level. Each test instrument must be evaluated for reading level both before and after translation.
17. Human Services (HS): San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
18. Interpret: To translate words spoken (or signed) in one language into another language, including ASL.
19. Interpretation: The conversion of live speech from one language into another language, including ASL. For an individual with a disability, interpretation can include, for example, not only ASL, but

- oral translation/interpretation (individuals who represent or spell in the characters of another alphabet), and cued language interpretation (individuals who represent or spell by using a small number of handshapes).
20. Interpretation/Translator Log: Signed documentation completed by interpreter and County staff at time of service to document day and length of service for onsite, telephonic, or video interpretation.
  21. Interpreter: An individual who translates words spoken (or signed) in one language into another language, including ASL.
  22. Limited English Proficiency (LEP): An individual who has limited ability to read, write, speak, or understand English.
  23. On Demand Interpretation: On demand (telephonic) interpreter services may be used by staff when the need for an interpreter cannot be arranged in advance and the customer is in need of assistance (e.g., the customer drops in the office and there is no one available to translate) at the time of contact.
  24. On Demand Services Confirmation Interpreting Service and Video Remote Interpreting Form (HS PS 49): Completed by HS staff after the conclusion of a call or if the customer drops into the office and there is no one available to interpret.
  25. Onsite Interpretation: Interpretation conducted in person at a specific location.
  26. Personally Identifiable Information (PII): Any information that can be used alone or in conjunction with other information to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver license number, or identification number.
  27. Protected Health Information (PHI): Information that identifies the individual; is created or received by a health care provider, health plan, employer, or clearinghouse, and relates to the past, present, or future physical or mental condition, provision of health care to, or payment for the provision of health care to, and individual.
  28. Request for Translation and Interpretation Services (RTIS 49): A form completed by HS staff to request contracted translation or interpretation services for a future date.
  29. Request for Translation and Interpretation Services (CUL012): A form completed by DBH staff to request contracted translation or interpretation services for a future date.
  30. Services: The required services described in this Contract.
  31. Sign Language: A formal language employing a system of hand gestures for communication.
  32. Simultaneous Interpretation: The process in which the interpreter conveys the message in the target language, while the source language speaker continuously speaks.
  33. Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
  34. Telephonic Interpretation: Interpretation conducted via phone rather than face-to-face (onsite).
  35. Translate: To convert written text into another language.
  36. Translation: The process of converting written words from one language into the complete, accurate, and intended meaning in another language.
  37. Translator: An individual who converts written text from one language to another.
  38. Video Remote Interpretation (VRI): An on demand interpreting service provided over the internet, via video conference technology, through a computer or mobile device with a webcam using dedicated lines or wireless technology.

**B. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

**1. Program Requirements**

- a. Provide onsite or telephonic interpretation services twenty-four hours a day, seven days a week (24/7), throughout San Bernardino County on behalf of Human Services (HS) Departments including, but not limited to, Children and Family Services (CFS), Department of Aging and Adult Services (DAAS), Program Integrity Division (PID), Transitional Assistance Department (TAD) and any other County departments or agencies requiring translation and/or interpretation services. Contractor must be able to receive and respond to onsite interpretation requests on a 24/7 basis.
- b. County employees must be able to contact Contractor 24/7 before and after business hours so arrangements can be made at that time for onsite interpretation service.
- c. Provide up to date contact information to be used by County to request interpretation and translation services 24/7:
  - 1) Contact person.
  - 2) Email address(es).
  - 3) Phone number(s) for message and response.
  - 4) Toll free number for telephonic or video interpretation.

Contract Analyst must be advised of any changes to contact information immediately.

- d. Contact County to clarify service needs (e.g., location, service date(s), frequency of service, etc.); work with County departments and employees in a professional manner.
- e. Maintain confidentiality for all translation and interpretation services provided and adherence to HS Personally Identifiable Information (PII) policy as outlined in Section C. Paragraph 10 Confidentiality; use encrypted email when responding to encrypted emails from the County or whenever there is sensitive information being shared.
- f. Use County Information Technology approved encrypted email system.
- g. Provide services in the following regions and surrounding areas, including but not limited to, on an as-requested basis:

| <b>Region</b>   | <b>Representative Cities</b>                 |
|-----------------|--|
| West Valley     | Fontana, Ontario, Rancho Cucamonga           |
| Central Valley  | Bloomington, Rialto                          |
| East Valley     | Colton, Highland, Redlands, San Bernardino   |
| Northern Desert | Apple Valley, Barstow, Hesperia, Victorville |
| Easter Desert   | Joshua Tree, Yucca Valley, Needles           |
| Mountains 1     | Crestline, Lake Arrowhead, Running Springs   |
| Mountains 2     | Big Bear                                     |

- h. Receive RTIS 49 forms for Translation and Interpretation Services through encrypted email and respond to requesting County department/division within twenty-four (24) hours (one business day) of receipt as follows:

- 1) Accurately and thoroughly complete Section IV: Contractor Response Confirmation of RTIS 49 form (Exhibit A).
    - a) Date referral received.
    - b) Agency Name (Department/Division).
    - c) Interpreter Selected and Scheduled for Appointment.
    - d) Interpreter Name and Phone Number.
    - e) Comments (if applicable).
    - f) VRI Information and Platform (if applicable).
    - g) Quote for languages not in contract (if applicable).
  - 2) Ensure the customer's first name and last initial have been entered in Section II of the RTIS 49, if not, ask the customer his/her first name and last initial and enter them in the corresponding field for payment
- i. Ensure, before service is provided, that each interpreter has:
    - 1) Completed the HS Privacy and Security Training located at <https://hss.sbcounty.gov/privacy>.
    - 2) Completed the Department of Aging and Adult Services (DAAS) Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/).
    - 3) Signed and dated all required documentation, including the Statement of Confidentiality (CDA 1024, Attachment H) and Child Abuse Reporting.
    - 4) Obtained proof of Department of Justice (DOJ) clearance, showing a date prior to first date service was provided.
  - j. Provide interpreters who possess professional communication and customer service skills interpreting effectively, accurately, and impartially.
  - k. Ensure interpreters understand their professional role to interpret solely what is asked and refrain from advising, counseling, or having personal conversations with clients.
  - l. Assign experienced interpreters (including sign language) who are fluent and proficient in English and the language requested including any specialized vocabulary, terminology, phraseology, slang, and street terms.
  - m. Conduct ongoing training for personnel providing translation and interpretation services, including but not limited to:
    - 1) Ethical and professional standards.
    - 2) Principles of interpretation and translation.
    - 3) Terminology specific to government, healthcare, and social service settings.
    - 4) Cultural competency, understanding, and effectively interacting with persons of different ethnicities, cultures, and backgrounds without discrimination.
  - n. Complete quarterly transaction report(s) of services rendered to various departments, including but not limited to:
    1. Department served.
    2. Interpreter information.
    3. Types of service(s) requested/rendered (onsite interpretation, telephonic interpretation, translation, etc.)
    4. Language requested and total charge per language.
    5. Number of minutes per onsite visit.

6. Number of minutes per telephone call.
7. Number of minutes per video call.
8. Number of words translated.
9. Number of clients served.

Send report(s) to the Program Development Division by the 10<sup>th</sup> of the month following County Fiscal Year quarters (July-September, due October 10<sup>th</sup>; October-December, due January 10<sup>th</sup>; January-March, due April 10<sup>th</sup>; April-June, due July 10<sup>th</sup>).

- o. Maintain an individual file for each independent interpreter. The file must include evidence of the interpreter completing the HS Privacy and Security Training, Statement of Confidentiality (CDA 1024, Attachment H) and Child Abuse Reporting, obtaining DOJ background clearance, and any certificates for the agency's ongoing interpreter trainings including but not limited to the trainings listed in Section B.1.i.
- p. Cancellations: The Contractor is required to find a replacement when an interpreter becomes unavailable for a scheduled appointment and must notify the requesting department of the change immediately. If the Contractor is unable to find a replacement, the requesting department must be notified at least two (2) hours prior to the scheduled appointment.
- q. Late Arrivals and No Shows: It is the responsibility of the Contractor to notify the department of late arrivals. In the event of an interpreter No Show (not previously cancelled or rescheduled) the County will notify the Contractor.

## **2. Onsite Interpretation Services Requirements**

- a. Travel throughout San Bernardino County to provide services at County offices, client's home, or any other locations as needed, including but not limited to the valley, desert, and mountain regions.
- b. Provide unscheduled emergency onsite interpretation services within two (2) hours.
- c. Provide regular (nonemergency) onsite interpretation services in Spanish within forty-eight (48) hours of County's request and seventy-two (72) hours for other languages as listed in Scope of Work/Fee Schedule (Attachment E).
- d. Complete the Interpreter/Translator Log (Exhibit B). This form must have all fields completed and be signed by County Representative and be submitted to County within twenty-four (24) hours of the service.
- e. Provide county client with a copy of the Complaint and Grievance Procedure form (HS-39 - Attachment A) and check the corresponding box on the Complaint & Grievance section of the Interpreter/Translator Log.
- f. Ensure that the interpreter adheres to good customer service including, but not limited to:
  - 1) Arriving promptly at scheduled time and place; notifying County employee if interpreter will be late.
  - 2) Contact with County clients only in the presence of a County employee.
  - 3) Advising County department in cases of client "no show" or County employee "no show" or late arrivals no later than fifteen (15) minutes after the confirmed appointment time.

## **3. Telephonic Service Requirements**

- a. Provide a tollfree telephone number to access interpreters for immediate and/or scheduled use.
- b. Possess conference calling services and capabilities.
- c. Provide a tollfree Telecommunication Device for the Deaf (TDD).

- d. Be available for on demand calls within ten (10) minutes of the County placing a call for service.
- e. Be available within twenty-four (24) hours if arranged in advance for a scheduled appointment via RTIS 49 (Exhibit A).
- f. Ensure the customer's first name and last initial have been entered in Section II of the RTIS 49, if not, ask the customer his/her first name and last initial and enter them in the corresponding field for payment.
- g. Ensure that for On Demand Interpreter Service that interpreters are getting the department/division, employee name, employee phone number, client's first name and last initial to include with date and time (begin and end) of service for agency billing. If the provided service cannot be validated due to missing information, it will not be paid.
- h. Ensure that the interpreter adheres to good customer service including, but not limited to:
  - 1) Calling promptly at scheduled time if a scheduled appointment; notifying County employee if interpreter will be late.
  - 2) Contact with County clients only once contact has been made with County employee.
  - 3) Advising County department in cases of client "no show" or County employee "no show" or late arrivals no later than fifteen (15) minutes after the confirmed appointment time.

**4. Video Remote Interpreting Requirements**

- a. Ensure that all equipment is compliant with privacy requirements.
  - 1) Have a camera, microphone, and speaker in a closed space to allow for client and/or patient privacy.
  - 2) Provide real time, full motion, high definition video, and clear audio with 1920 x 1080 resolution or higher over a dedicated high speed, wide bandwidth video connection free from lagging, choppiness, or blurry/grainy images.
- b. Provide additional necessary equipment for video interpretation for lease and/or sale for County, including installation and training as necessary.
- c. Ensure that the interpreter adheres to good customer service including, but not limited to:
  - 1) Calling promptly at scheduled time if a scheduled appointment; notifying County employee if interpreter will be late.
  - 2) Contact with County clients only once contact has been made with County employee.
  - 3) Advising County department in cases of client "no show" or County employee "no show" or late arrivals no later than fifteen (15) minutes after the confirmed appointment time.

**5. Translation Service Requirements**

- a. Provide translation of materials within seventy-two (72) hours of the County's request in electronic format and hard copy upon request. Electronic copy must be sent through as an encrypted email in Microsoft Office Word format.
- b. Provide an accurately translated document free of errors or omissions.
- c. Ensure that all documents are treated as confidential as they may have confidential and/or sensitive information included.
- d. Provide translation that uses correct terminology including less commonly used words and phrases that are specific to legal, governmental, and/or social services assistance services.

## 6. Court Certified Interpretation Services

- a. Provide an interpreter who is court certified and familiar with court, law enforcement, and social service terminology.
- b. Provide an interpreter who is in good standing with the California Judicial Council.
- c. Ensure that the interpreter adheres to good customer service including, but not limited to:
  - 1) Arriving or promptly at scheduled time and place; notifying County employee if interpreter will be late.
  - 2) Contact with County clients only in the presence of a County employee.
  - 3) Advising County department in cases of client “no show” or County employee “no show” or late arrivals no later than fifteen (15) minutes after the confirmed appointment time.

## C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.
5. **Attorney’s Fees and Costs** – If any legal action is instituted to enforce any party’s rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor’s sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County’s hiring criteria, in County’s sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which

requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. **Confidentiality** – Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall comply with the attached Business Associate Agreement (Attachment C). Contractor further agrees to comply with

the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

- a. Read, understand and comply with the Privacy and Security Requirements Summary.
- b. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Trainings and execute the training acknowledgement forms and other training materials annually.
- c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
- d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: [HSPrivacySecurityOfficer@hss.sbcounty.gov](mailto:HSPrivacySecurityOfficer@hss.sbcounty.gov)

Contractor must ensure that all staff that is working with County clients have had a DOJ background clearance completed prior to the first day they provide service. Proof of this clearance must be kept in their personnel file.

11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

- 14. Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b herein; and
- d. Have not within a three-year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

- 15. System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov/>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

- 16. Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive

work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**17. Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**18. Reserved.**

**19. Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations (CCR), title 20, section 1401 et seq.).

**20. Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**21. Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**22. Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other

in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**23. Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**24. Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

ASL interpreters must possess certification from the Registry of Interpreters for the Deaf. Interpreters requested for court services should be certified and in good standing with the California Judicial Council.

**25. Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**26. Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**27. Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**28. Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**29. Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**30. Participation Clause** – The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their

option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this Contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:

- a) Such governmental body does not have and will not have in force any other contract for like purchases.
- b) Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountability. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the HS Director or their designee and shall include County approved branding.
35. **Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

- 37. Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of HS through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor’s contract.

Contractor shall obtain County’s written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County’s request, Contractor shall provide information regarding the subcontractor’s qualifications and a listing of a subcontractor’s key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County’s reporting formats and procedures as specified by County.
- c. Include in the subcontractor’s subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

- 38. Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

- 39. Termination for Convenience** – The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

- 40. Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.

- 41. Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto

agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

- 42. Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- 43. Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- 44. Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**45. Copyright** – County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

**46. Reserved.**

**47. Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**48. Reserved.**

**49. California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).

**50. Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

**51. Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (Attachment A.1 or A.2) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

**52. Contractor Board of Directors' Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.

**53. Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
- b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
- c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

**54. Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements:

- a. **Who Must Report:** In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
- b. **When to Report:** Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
  - 1) When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
  - 2) When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
- c. **To Whom to Report:** Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
  - 1) If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
  - 2) If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department

of Mental Health or the State Department of Developmental Services or to the local law enforcement;

- 3) If the abuse occurred anywhere other than a long-term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
- d. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
- 1) Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
  - 2) Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.

55. **Reserved.**

56. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

57. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

58. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.

59. **Reserved.**

60. **Reserved.**

61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:

- a. This Contract;
- b. Attachments to this Contract, as indicated herein; and

c. Price lists, SOWs, and other documents attached hereto or incorporated herein.

- 64. Equipment** – County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- 65. Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- 66. Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
- 67. Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment G – Campaign Contribution Disclosure (AB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of contractor.

#### **D. TERM OF CONTRACT**

1. This Contract is effective as of February 1, 2025 and expires January 31, 2028 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one (1) year periods by mutual agreement of the parties.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County’s rights with respect to any termination of this Contract.

3. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### **E. COUNTY RESPONSIBILITIES**

County shall:

1. Submit to Contractor a RTIS 49 form with all pertinent appointment information via email using policy for outside County email/encrypted email.
2. Submit to Contractor a revised RTIS 49 to cancel an appointment, a series of appointments, or to change time/date using policy for outside County email/encrypted email.
3. Advise Contractor of expected late arrivals or inability to show as soon as possible.
4. Provide the Contractor with a central point of contact to facilitate the terms of the Contract.
5. Compensate the Contractor for deliverables in accordance with the provisions of Section F. Fiscal Provisions of the Contract.
6. Monitor and evaluate the performance of the Contract in meeting the terms of the Contract and the quality and effectiveness of service(s) provided based on criteria determined by the County. County personnel shall monitor the performance of the Contractor annually, or as deemed necessary by the County.
7. Provide consultation and technical assistance in implementing the terms of the Contract.

#### **F. FISCAL PROVISIONS**

1. The aggregate amount of payment under this Contract is a combined total for all translation and interpretation services Contractors identified in the corresponding Board Agenda item and together shall not exceed \$3,500,000, of which up to \$2,975,000 may be federally and/or state funded and shall be subject to the availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be on a Fee for Service basis for the Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

Contractor shall submit invoices by the 10<sup>th</sup> of the month following the service and are sent to:

San Bernardino County  
Human Services – Finance Department  
150 S. Lena Rd.  
San Bernardino, CA 92415-0515

OR

[HSFinance@hss.sbcounty.gov](mailto:HSFinance@hss.sbcounty.gov)

3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
7. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
8. Reserved.
9. Reserved.
10. Reserved.
11. Reserved.
12. Interpretation rates shall be based on the specific language requested per the Scope of Work/Fee Schedule (Attachment E) or by response to RTIS 49 for languages not listed on Schedule.
  - a. Onsite interpretation: Minimum applies to single destination appointments only. For appointments lasting longer than the minimum, the remaining time is rounded, up or down, to the nearest quarter hour (e.g. 22 minutes = 0.25 hours, 23 minutes = 0.5 hours). For multiple destination appointments for the same interpreter with less than an hour break in between appointments, the minimum does not apply a second time.

Only actual mileage will be paid (at the current IRS mileage rate). For multiple San Bernardino County department destinations scheduled sequentially, figure mileage from residence (or starting point) to destination #1 (including department), mileage from destination #1 to destination #2 (including department), and so on until back at residence (or starting point) to show full round trip mileage.
  - b. Telephonic interpretation: Rates are per minute. Seconds shall not be rounded up to the next minute.
13. Invoices must be complete to be paid and shall, at a minimum, include the following information (See Exhibit C – Interpreter/Translator Invoice (Sample)):
  - a. Name of the Department requesting the service.
  - b. Location where service(s) was provided.
  - c. Full name and contact number phone number of the County employee requesting the service.
  - d. First name and last initial of the County client receiving service.
  - e. Date of service, description of service including language, beginning and end time of onsite, VRI, and telephonic service, rate, and total cost.
  - f. Copy of Interpreter/Translator Log signed by HS staff for onsite services.
  - g. Copy of completed RTIS 49 for scheduled appointments.
14. Cancellations: If the Contractor is unable to find a replacement for a scheduled appointment, the requesting department must be notified at least two (2) hours prior to the scheduled appointment. If two (2) hour notice is not given, the Contractor agrees to reimburse the department for two (2) hours at the designated rate for the cancelled assignment.

15. **Late Arrivals and No Shows:** In the event an interpreter is over ten (10) minutes late, the department will only be billed for the actual time services were provided (no minimum will apply). If an interpreter fails to show for a scheduled appointment, Contractor will be assessed a fee equivalent to two (2) hours at the designated rate for the No Show appointment.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. **Indemnification** – If, in Contractor’s opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

2. **Additional Insured** – All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employer’s Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are nonprofit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing

coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more nonemployee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

**or**

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. Reserved.
- g. Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- h. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by

anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

**H. RIGHT TO MONITOR AND AUDIT**

1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.
7. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

|  |                           |        |
|--|---------------------------|--------|
| State Administrative Matching Grants for the Supplemental Nutrition Assistance Program | Calfresh                  | 10.561 |
| Medical Assistance Program   | Medi-Cal                  | 93.778 |
|  | IHSSPA                    | 93.778 |
| Temporary Assistance to Needy Families   | Welfare to Work           | 93.558 |
|  | Child Welfare Eligibility | 93.558 |

|                        |                        |        |
|------------------------|------------------------|--------|
| Foster Care Title IV-E | Child Welfare Services | 93.658 |
|------------------------|------------------------|--------|

8. County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331, and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

|                                      |  |
|--------------------------------------|--|
| Contractor Name as registered in SAM | AVANTPAGE, INC.  |
| UEI                                  | HCDDHQ9NKE88   |
| FAIN                                 | 257CACA4S2514, 2405CA5ADM, 2405CA5MAP, 2501CATANF,2501CAFOST |

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a noncured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

**J. INFORMATION INTEGRITY AND SECURITY**

1. Information Assets – The Contractor shall have in place operational policies, procedures, and practices to protect state information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual 5300 to 5365.3, California Government Code section 11019.9, Information Security Program Management Standard SIMM 5305-A,

Department of Finance Budget Letter 06-34, and California Department of Aging (CDA) Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of the state programs and services.
  - b. Information stored in any media form (paper or electronic).
- 2.** Encryption on Portable Computing Devices – The Contractor is required to encrypt, or use an equally effective measure, any data collected under the Contract that is confidential, sensitive, and/or personal, including data stored on portable computing devices, including, but not limited to, laptops, personal digital assistants, and notebook computers, and/or portable electronic storage media, including, but not limited to, discs, thumb/flash drives, and portable hard drives.
- 3.** Disclosure
- a. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and state policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
  - b. “Identifying information” shall include, but is not limited to, name, identifying number, social security number, state Driver License or state identification number, financial account numbers, symbol, or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
  - c. The Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than DAAS and/or CDA without prior written authorization from DAAS or CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- 4.** Training/Education
- a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) or Contractor may substitute CDA’s Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA’s training requirement. Training must be conducted within thirty (30) days of the start date of the Contract or within thirty (30) days of the start date of any new employee, subcontractor or volunteer.
  - b. The Contractor must maintain certificates of completion on file and provide them to DAAS upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
- 5.** Contractor’s Confidentiality Statement – The Contractor shall sign and return a Confidentiality Statement CDA 1024 form (Attachment H) with this Contract. This is to ensure that Contractors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.
- 6.** Security Incident Reporting – A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization or are lost, or stolen. The Contractor must report all security incidents to DAAS immediately upon detection. A Security Incident Report

form (CDA 1025) must be submitted to DAAS within five (5) business days of the date the incident was detected.

**7. Notification of Security Breach to Data Subjects**

- a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
- b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
- c. Notice may be provided in writing, electronically, or by substitute notice in accordance with state law, regulation, or policy.

- 8. Software Maintenance** – The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems on which data collected under this Contract that is confidential, sensitive, and/or personal may be used.

**K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS**

- 1. Equal Employment Opportunity Program** - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

- 2. Employment Discrimination** – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 3. Civil Rights Compliance** – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.

Contractor shall recognize any same sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of

Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same sex spouses and marriages legally entered into as described herein. [1 U.S.C. section 7(Section 3 of the Defense of Marriage Act)].

4. S.W.A.G. – The Contractor and its subcontractor vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".
5. Bilingual and Linguistic Program Services
  - a. The Contractor shall take reasonable steps, based upon the linguistic needs of the service area to ensure that "alternative communication services" are available to non-English speaking or limited English proficiency (LEP) beneficiaries of services under this Contract. [2 CCR 11162].
  - b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
    - 1) Interpreters or bilingual providers and provider staff.
    - 2) Contracts with interpreter services.
    - 3) Use of telephone interpreter lines.
    - 4) Sharing of language assistance materials and services with other providers.
    - 5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
    - 6) Referral to culturally and linguistically appropriate community service programs.
  - c. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor.  
  
Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement.
6. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
  - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
  - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community

members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.

- c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
- d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
- e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

**L. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
HS ASD Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515  
Facsimile: (909) 387-2900  
Email: [hsasdcontractsunit@hss.sbcounty.gov](mailto:hsasdcontractsunit@hss.sbcounty.gov)

Avantpage, Inc.  
523 'G' Street  
Davis, CA 95616-3820  
Facsimile: (530) 750-2024  
Email: [proposals@avantpage.com](mailto:proposals@avantpage.com)

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

**M. ENTIRE AGREEMENT**

- 1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
- 2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the

party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Avantpage, Inc.

*(Print or type name of corporation, company, contractor, etc.)*



\_\_\_\_\_  
, Chair, Board of Supervisors

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name Vera Hooijdonk  
*(Print or type name of person signing contract)*

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title Director of Business Development  
*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 523 'G' Street  
Davis, CA 95616-3820

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶ \_\_\_\_\_  
Daniella Hernandez, County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Patty Steven, Contracts Manager  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ \_\_\_\_\_  
Diana Alexander, Assistant Executive Officer  
Date \_\_\_\_\_



**HS COMPLAINT AND GRIEVANCE PROCEDURE**  
Human Services

**INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

**STEP ONE:**

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

**STEP TWO:**

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

**STEP THREE:**

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division, Contracts Support Unit  
ATTN: Program Specialist  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0079

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

**STEP FOUR:**

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division, ATTN: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

**Please note:** Each of these steps must be completed in the sequence shown.

..... **Detach here** .....

**COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION**

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

\_\_\_\_\_  
Signature of Service Recipient

\_\_\_\_\_  
Date



**COMPLAINT AND GRIEVANCE PROCEDURE NOTICE**

**THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

**STEP ONE:**

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

**STEP TWO:**

Send a copy of your written complaint or grievance or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or sent the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

**STEP THREE:**

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division  
Attn: Contracts Support Unit  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0079  
909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

**STEP FOUR:**

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division  
Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

**Please note:** Each of these steps must be completed in the sequence shown.

HS COMPLAINT AND GRIEVANCE PROCEDURE (Spanish)



Human Services

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

INSTRUCCIONES: El CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista.

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
• Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
• Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,
ATTN: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
• Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

..... Separar aquí. ....

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

Firma del Cliente

Fecha



## AVISO DE PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

**ESTE AVISO INFORMATIVO DEBE MOSTRARSE EN VISTA CLARA EN AREAS DONDE EL CLIENTE RECIBIRÁ SERVICIO DIRECTO O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. AL CLIENTE SE LE PROPORCIONARÁ UNA COPIA DE ESTE PROCEDIMIENTO CUANDO LO PIDA.**

Si cree que ha sido discriminado, o que habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

### **PRIMER PASO:**

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

### **SEGUNDO PASO:**

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

### **TERCER PASO:**

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,  
ATTN: Contracts Support Unit  
825 E. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0079  
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

### **CUARTO PASO:**

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division  
Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

**Por favor note:** Cada uno de estos pasos deben ser completados en la orden que se indica.

**ASSURANCE OF COMPLIANCE STATEMENT  
ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Avantpage, Inc.

NAME OF THE CONTRACTING AGENCY  
(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940; California Government Code section 4450; Title 2, California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Avantpage, Inc.

\_\_\_\_\_  
ORGANIZATION

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County (hereinafter Covered Entity) and Avantpage, Inc. (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

**RECITALS**

**WHEREAS**, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

**WHEREAS**, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

**WHEREAS**, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

**WHEREAS**, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

**NOW THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**I. Definitions**

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

- a. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
- b. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
- c. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
- d. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
- e. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.

- f. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
- g. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
- h. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
- i. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
- j. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

## II. **Obligations and Activities of BA**

### a. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

### b. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

### c. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

d. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

e. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
  - 1. Date the Breach or suspected Breach occurred;
  - 2. Date the Breach or suspected Breach was discovered;
  - 3. Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
  - 4. Number of potentially affected Individual(s) with contact information; and
  - 5. Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
  - 1. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
  - 2. The unauthorized person who had access to the PHI;
  - 3. Whether the PHI was actually acquired or viewed; and
  - 4. The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
  - 1. If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
  - 2. If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

f. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

g. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

h. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

i. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

j. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

k. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

l. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if

the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

m. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

n. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

o. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

p. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

q. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

r. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

s. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its

directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

### III. Obligations of CE

- a. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
  - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
  - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
  - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

### IV. General Provisions

#### a. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

#### b. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

#### c. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

#### d. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

#### e. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

#### f. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

#### g. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California

State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

h. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.

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**SCOPE OF WORK/FEE SCHEDULE**

The Contractor shall provide accurate interpretation (in person, telephonically, or via VRI) and/or translation services on an as-requested basis for the following languages:

|                              |           |           |
|------------------------------|-----------|-----------|
| American Sign Language (ASL) | Arabic    | Armenian  |
| Cambodian                    | Cantonese | Farsi     |
| French                       | Hmong     | Hungarian |
| Indonesian                   | Japanese  | Korean    |
| Mandarin                     | Laotian   | Punjabi   |
| Romanian                     | Russian   | Spanish   |
| Tagalog                      | Thai      | Tigrinian |
| Tongan                       | Turkish   | Urdu      |
| Vietnamese                   |           |           |

- These services shall be available mainly during office hours, but also before and after business hours and on weekends (24/7) on an as needed/emergency basis.
- Onsite unscheduled emergency services must be available within two (2) hours.
- Onsite scheduled regular (nonemergency) services must be available within forty-eight (48) hours of request for Spanish and seventy-two (72) hours for all other languages.
- Written translation should be completed within seventy-two (72) hours of request.
- Response to all RTIS 49s received should be made within twenty-four (24) hours of receipt of request.
- See all pages of Contract for full Contracted Responsibilities.

## SCOPE OF WORK/FEE SCHEDULE

**Rate Calculation**

**Onsite Interpretation Rates** for service less than one (1) hour in length are rounded (up or down) to the nearest quarter hour (22 minutes = .25 hours; 23 minutes = .5 hours).

**Telephonic Interpretation Rates** do not round seconds to the next minute.

| <b>Service in 48 hours</b>   | <b>Fees</b>  |   |
|------------------------------|--|---|
| Spanish *                    | <input checked="" type="checkbox"/> Onsite \$ <u>100</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.18</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.25</u> /minute |
| <b>Service in 72 hours</b>   | <b>Fees</b>  |   |
| American Sign Language (ASL) | <input checked="" type="checkbox"/> Onsite \$ <u>170</u> /hour<br><input checked="" type="checkbox"/> Video \$ <u>3.15</u> /minute     | <input type="checkbox"/> Telephonic \$_____ /minute   |
| Arabic                       | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.22</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |
| Armenian                     | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.22</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |
| Cambodian                    | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.22</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |
| Cantonese                    | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.19</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |
| Farsi                        | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.22</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |
| French                       | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.22</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |
| Hmong                        | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.24</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |
| Hungarian                    | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.24</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |
| Indonesian                   | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.24</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |
| Japanese                     | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour<br><input checked="" type="checkbox"/> Translation \$ <u>0.24</u> /word | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute<br><input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute |

|                         |  |   |
|-------------------------|--|---|
| Korean                  | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.22</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Mandarin                | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.19</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Laotian                 | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.24</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Punjabi                 | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.24</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Romanian                | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.22</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Russian                 | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.22</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Sign Language (non ASL) | <input type="checkbox"/> Onsite \$ _____ /hour                       | <input type="checkbox"/> Telephonic \$ _____ /minute                  |
|                         | <input type="checkbox"/> Video \$ _____ /minute                      |   |
| Tagalog                 | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.19</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Thai                    | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.24</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Tigrinian               | <input checked="" type="checkbox"/> Onsite \$ <u>160</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>1.10</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.26</u> /word | <input checked="" type="checkbox"/> Video \$ <u>2.35</u> /minute      |
| Tongan                  | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.26</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Turkish                 | <input checked="" type="checkbox"/> Onsite \$ <u>140</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.24</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Urdu                    | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.24</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |
| Vietnamese              | <input checked="" type="checkbox"/> Onsite \$ <u>120</u> /hour       | <input checked="" type="checkbox"/> Telephonic \$ <u>0.95</u> /minute |
|                         | <input checked="" type="checkbox"/> Translation \$ <u>0.19</u> /word | <input checked="" type="checkbox"/> Video \$ <u>1.75</u> /minute      |

|   |  |
|---|--|
| <b>Court Certified Interpreter</b>                              | <input checked="" type="checkbox"/> Onsite Fee \$ <u>175</u> per hour Spanish<br><input checked="" type="checkbox"/> Onsite Fee \$ <u>225</u> per hour other languages (specify below):  |
| Mileage/<br>Mileage Multiple Destinations                       | <p>Current IRS mileage rate. Only actual mileage will be paid.</p> <p>For multiple San Bernardino County department destinations scheduled sequentially, figure mileage from starting point to destination #1, destination #2, etc., and back to starting/end point.</p> |
| <b>Ancillary Charges</b>  | Complete as applicable. If no additional fee is charged, indicate "none" next to the appropriate category below.   |
| Minimum Charges – Onsite Interpretation                         | 2 Hour minimum   |
| Minimum Charges – Translation                                   | \$65 minimum charge  |
| Minimum Charges – Court-Certified Interpretation                | 2 Hour minimum   |
| Minimum Charges – Telephonic                                    | No minimum   |
| Minimum Charges – Video Remote Interpretation                   | No minimum   |
| 24/7(After-Hours) – Onsite Interpretation                       | 50% additional fee   |
| 24/7(After-Hours) – Court-Certified Interpretation              | 50% additional fee   |
| Cancellation > One Business Days' Notice/No Notice              | 2 Hour charge at applicable fee  |
| Rush Orders – Onsite Interpretation > One Business Days' Notice | 25% additional fee   |
| Rush Orders – Translation > One Business Days' Notice           | 25% additional fee   |
| Exotic Languages (Languages Not Listed in Schedule of Fees)     | Contractor provides rate quote in RTIS 49 Confirmation.  |
| Proofreading and Editing  | \$65 hour  |
| Additional:   |  |

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## ATTACHMENT G

### Campaign Contribution Disclosure

#### (SB 1439)

#### **DEFINITIONS**

**Actively supporting the matter:** (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the County's decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Avantpage, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5

No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|--------------|--------------|
| N/A          | N/A          |
| N/A          | N/A          |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months) |
|--------------|----------|--|
| N/A          | N/A      | N/A  |
| N/A          | N/A      | N/A  |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and//or Agent(s): |
|--------------|-------------------|-----------------------------|
| N/A          | N/A               | N/A                         |
| N/A          | N/A               | N/A                         |

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| N/A          | N/A                |
| N/A          | N/A                |

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member: N/A\_\_\_\_\_

Name of Contributor: N/A\_\_\_\_\_

Date(s) of Contribution(s): N/A\_\_\_\_\_

Amount(s): N/A\_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for 12 months after a final decision by the County.

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
 CDA 1024 (REV 03/2020)



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- Is in full compliance with the 128 Encryption requirements.
- Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

\_\_\_\_\_

Contractor/Vendor Printed Name and Title

\_\_\_\_\_

Contractor/Vendor Signature

\_\_\_\_\_

Date

\_\_\_\_\_

CDA Program/Project

\_\_\_\_\_

Contract Number

**EXHIBIT A - HS REQUEST FOR TRANSLATION & INTERPRETATION SERVICES**



Human Services

**COUNTY OF SAN BERNARDINO  
REQUEST FOR TRANSLATION & INTERPRETATION SERVICES**

E-mail this request to the assigned contractor using encryption.

**Note:** This form must be completed thoroughly for accurate request for services and billing purposes.

|  |   |
|--|---|
| <b>SECTION I: CASEWORKER INFORMATION</b>   |   |
| Name : _____   | Dept: _____ Date: _____                       |
| Email: _____   | Emp ID: _____ Phone Number: _____             |
| <b>SECTION II: SERVICE REQUEST</b> Complete this section in its entirety.  |   |
| Request: <input type="checkbox"/> On-site Interpreter <input type="checkbox"/> Written Translation   |   |
| <input type="checkbox"/> Video Remote Interpreting (VRI) – Two-way video capability (client present with employee)   |   |
| <input type="checkbox"/> Video Remote Interpreting (VRI) – Three-way video capability (client <u>not</u> present with employee)  |   |
| Language: _____  | Date of Service: _____ Time of Service: _____ |
| <b>Service for:</b> (First Name, Last Initial Only) _____ <b>or</b> Case Number _____  |   |
| <b>Note:</b> First Name and Last Initial <b>or</b> Case Number <b>is not</b> a PII Policy breach.  |   |
| Service Location: <input type="checkbox"/> County Office <input type="checkbox"/> Other: _____   |   |
| <b>Address, City, and Zip Code of Service Location</b> (must be completed for onsite services):<br>_____   |   |
| Comments: _____  |   |
| <b>SECTION III: CANCELLATION/RESCHEDULE</b>  |   |
| <input type="checkbox"/> <b>Please cancel this service request.</b>  |   |
| To cancel or reschedule, the worker must e-mail this RTIS 49 to the provider at least one full business day prior to the scheduled appointment in order to minimize charges to the county.   |   |
| If the appointment is rescheduled the worker must complete a new RTIS 49.  |   |
| <b>SECTION IV: CONTRACTOR RESPONSE CONFIRMATION</b> Complete and return to SB County staff within 24 hours of the request.   |   |
| Date Referral Received: _____  | Agency Name: _____                            |
| Interpreter Selected and Scheduled for Appointment: <input type="checkbox"/> Yes <input type="checkbox"/> No If marked no, please provide a reason in comments.  |   |
| Interpreter Name: _____  | Phone Number: _____                           |
| Comments: _____  |   |
| VRI Information (ID, password, etc.): _____  |   |
| VRI Platform: _____  |   |
| Quote hourly rate for languages not listed in the contract ( <b>for Auditing Only</b> ): _____   |   |
| Ensure the customer's <u>first name</u> and <u>last initial</u> has been entered in <b>Section II: Service Request</b> ; if not, ask the customer for his/her first name <u>and</u> last initial and enter them in the corresponding fields for payment. |   |

## EXHIBIT B - INTERPRETER/TRANSLATOR LOG

Insert Contractor Name/Address/Phone and Fax #

Ensure all sections are complete and obtain appropriate signatures prior to submission. Submit form within one (1) business day of assignment completion.

**PLEASE PRINT CLEARLY**

### Contractor Information

Date of Service: \_\_\_\_\_

Start Time: \_\_\_\_\_ A.M / P.M.      End Time: \_\_\_\_\_ A.M. / P.M.

Interpreter Name: \_\_\_\_\_

Interpreter Signature: \_\_\_\_\_      Date: \_\_\_\_\_

I am acting as an interpreter providing accurate translation in \_\_\_\_\_ to English.  
Enter Language

### CLIENT INFORMATION

Client Name (First Name, Last Initial Only): \_\_\_\_\_

Type of Appointment: \_\_\_\_\_

Department Name: \_\_\_\_\_

Appointment Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### REQUIRED SIGNATURES

\_\_\_\_\_  
 Interpreter Signature      Date: \_\_\_\_\_

\_\_\_\_\_  
 County Representative (PRINT)      Date: \_\_\_\_\_

\_\_\_\_\_  
 County Representative (Signature)

Interpreter arrived more than 10 minutes late?    Yes:     No:

### Complaint & Grievance

Customer provided/explained Complaint and Grievance Procedure (HS 39) process.     

Box must be checked

### ATTENTION INTERPRETERS/TRANSLATORS

To ensure prompt payment, you must fax, mail or email this form immediately following Personally Identifiable Information (PII) privacy and security standards. Faxes require a confidentiality notice cover page. Failure to do so will result in delay of payment.

ORIGINAL – CONTRACTOR

COPIES – S.B. COUNTY w/Dept Request Form & Contractor Invoice

**EXHIBIT C - INTERPRETER/TRANSLATOR INVOICE (SAMPLE)**

**INTERPRETER/TRANSLATOR INVOICE**

Contractor Name: [REDACTED]

Contract Number: [REDACTED]

Invoice Number: [REDACTED]

Service Date: [REDACTED] Time: [REDACTED]

Bill to: Human Services  
150 South Lena Road  
San Bernardino, CA 92415

Department: [REDACTED]

Client Name (First Name, Last Initial Only): [REDACTED]

Interpreter: [REDACTED]

Location: [REDACTED]

**PAYMENT INVOICE**

The fee is based on the interpretation and interpreter's mileage. The break down consists of the following:

|  |               |
|--|---------------|
| Interpretation fee @\$ [REDACTED] with a minimum of [REDACTED] hours | \$ [REDACTED] |
| Private car net mileage [REDACTED] miles @ [REDACTED] cents          | \$ [REDACTED] |

**AMOUNT DUE** \$ [REDACTED]

Mail check payable to: [REDACTED]

I certify that the services reported were necessary, directed by the appropriate authority, verified in accordance with established procedures and rendered as set forth above.

Name (Print): [REDACTED]

Title: [REDACTED]