

CONTRACT

This contract entered into this 1st day of January , 2019, by and between County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and All Languages Interpreting and Translating, Inc., hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing **Interpreting and Translating** services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, CONTRACTOR will perform services for COUNTY in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto, which by this reference, is made a part thereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, COUNTY will make payment to CONTRACTOR in the manner specified in Exhibit B.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that CONTRACTOR is an independent contractor, and neither CONTRACTOR nor any of the persons performing services for CONTRACTOR pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against COUNTY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other

terms of employment or requirements of law, will be determined by CONTRACTOR, and COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The CONTRACTOR will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

CONTRACTOR will not assign this Contract or any portion thereof, to a third party without the prior written consent of COUNTY, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY'S sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from January 1, 2019, through June 30, 2020 subject to all the terms and conditions set forth herein.

This contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Time is of the essence in the performance of this contract.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, COUNTY may terminate this project as thereby affected and CONTRACTOR will relieve the COUNTY of any further obligation therefore.

6. **TERMINATION**

The Ventura County Behavioral Health (VCBH) Director or designee, may terminate this contract at any time for any reason by providing 30 days written notice to CONTRACTOR. In the event of termination under this paragraph, CONTRACTOR will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, COUNTY will be entitled to immediate possession of and CONTRACTOR will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONTRACTOR for this particular Contract prior to any termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR'S files. CONTRACTOR hereby expressly waives any and all claims for damages or

compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

7. DEFAULT

If CONTRACTOR defaults in the performance of any term or condition of this contract, CONTRACTOR must cure that default by a satisfactory performance within 10 days after service upon CONTRACTOR of written notice of the default. If CONTRACTOR fails to cure the default within that time, then COUNTY may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations broad form blanket contractual and \$50,000 fire legal liability.

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
 - 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 5) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura is to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this contract for General Liability Insurance.
- E) CONTRACTOR agrees to waive all rights of subrogation against the County of Ventura, its Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers for losses arising from work performed by CONTRACTOR under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others or Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

CONTRACTOR will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. CONTRACTOR'S personnel policies will be made available to COUNTY upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the CONTRACTOR will not assign others to work in their place without written permission from the VCBH Director or his/her authorized representative. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the COUNTY or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The COUNTY will have the right to review the work being performed by the CONTRACTOR under this Contract at any time during CONTRACTOR'S usual working hours. Review, checking, approval or other action by the COUNTY will not relieve CONTRACTOR of CONTRACTOR'S responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by VCBH Director or his/her authorized representative.

14. **AUDIT OF SERVICES**

CONTRACTOR'S performance and reported delivery of service will be subject to verification, monitoring and program review. COUNTY may, in its sole discretion, perform periodic fiscal and/or program review(s) of CONTRACTOR'S records that relate to this Agreement, and if the results of such review(s) require corrective action, CONTRACTOR shall submit a plan of correction no later than thirty (30) days after receiving the findings of such review(s).

15. **SINGLE AUDIT/AUDIT.**

If CONTRACTOR receives and expends more than \$750,000 in federally allocated awards (associated with a CFDA number- see CFDA.gov) in a fiscal year, CONTRACTOR agrees to obtain a Single Audit report from an Independent CPA in conformity with the provisions of the Single Audit Act of 1984, as amended in 1996 and the United State Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance). If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to VCBH Contracts Administration, VCBH Fiscal, and the Ventura County Auditor Controller's within 120 days of the Fiscal year end. Any extension for the due date should be approved in writing by the VCBH Contracts Administration. All audit costs are the sole responsibility of CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

16. **ADDENDA**

COUNTY may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between COUNTY and CONTRACTOR will be effective when incorporated in written amendments to this Contract.

17. **CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract no person having such interest will be employed or retained by CONTRACTOR under this contract.

18. **CONFIDENTIALITY AND OWNERSHIP OF DATA**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONTRACTOR under this Contract which COUNTY requests in writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of the COUNTY except as authorized by law.

The COUNTY retains ownership and exclusive rights to all data and materials collected, analyzed, etc., related to the scope of work outlined in Exhibit "A." Reports produced on the basis of these data are work for hire, and their public release and dissemination is entirely at the discretion of the COUNTY, and that any presentations, publications, reports or other use of these data, for use in

conferences or seminars, or for other purposes, requires written permission from the COUNTY.

19. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY BEHAVIORAL HEALTH
CONTRACTS ADMINISTRATION
1911 WILLIAMS DRIVE, SUITE 200
OXNARD, CA 93036

TO CONTRACTOR: ALL LANGUAGES INTERPRETING &
TRANSLATING, INC. 701 E. SANTA
CLARA ST STE 47
VENTURA, CA 93001

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

20. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between CONTRACTOR and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. CONTRACTOR acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of COUNTY except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

21. **ORDER OF PRECEDENCE**

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

22. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

23. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

24. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

25. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

26. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

27. **BUSINESS ASSOCIATE AGREEMENT**

As part of this contract CONTRACTOR shall agree with and abide by the provisions set forth in the attached Business Associate Agreement (Exhibit C), which by this reference is made a part hereof.

28. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this contract CONTRACTOR shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-CONTRACTOR, or agent of the CONTRACTOR who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) COUNTY information technology in the course of his, or her, work for the COUNTY is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any COUNTY information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the COUNTY.

29. **PUBLICATIONS AND PRESENTATIONS**

All publications, presentations, website content, printed materials, brochures and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY.

30. EXTENT OF CONTRACTUAL DOCUMENTS

This Agreement shall consist of this basic document and Exhibits "A", "B", and "C", "and all laws and governing instruments previously referred to in this Agreement or in any of the Exhibits made part of the Agreement, and constitutes the entire Agreement between the parties regarding the subject matter described herein.

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Contract.

CONTRACTOR


Authorized Signature

LOURDES G. CAMPBELL
Printed Name

CEO
Title

December 5, 2018
Date

COUNTY OF VENTURA


Authorized Signature

Sevet Johnson, PsyD
Behavioral Health Director
Printed Name

12/11/2018
Date

CONTRACTOR

Authorized Signature

Printed Name

Title

Date

EXHIBIT "A"

SCOPE OF WORK

January 1, 2019 through June 30, 2020

CONTRACTOR Office Hours and Customer Service

- CONTRACTOR Office hours: Monday-Friday from 8:00 AM to 5:00 PM.
- CONTRACTOR will designate a customer service representative to assist COUNTY in scheduling appointments and in answering customer service calls.
- CONTRACTOR will ensure appointments are scheduled per COUNTY request when CONTRACTOR receives at least 24 hours advance notification from COUNTY. CONTRACTOR hours of operation exclude Holidays.

Service Requirements

- CONTRACTOR will be required to meet high volume in Spanish interpreters and translating service requests.
- CONTRACTOR will assure prompt and accurate service delivery.
- CONTRACTOR will provide a pool of reliable and experienced interpreters and translators.
- CONTRACTOR will provide interpreting and translating services in Spanish, American Sign Language (ASL), Chinese, Tagalog, Vietnamese, Russian, Arabic, Burmese, Hindi, Cambodian, Farsi, Cantonese, Korean or any other language that the CONTRACTOR is qualified to provide in a healthcare setting, for trainings, meetings, and/or conferences.
- CONTRACTOR interpreting and translating staff will be proficient in the contracted spoken and written foreign language and English.
- CONTRACTOR will track and invoice interpreting services monthly.
- CONTRACTOR will track and invoice document translation services monthly.
- CONTRACTOR will track and report with their invoice all cancellations monthly.
- CONTRACTOR will separately track and invoice from all other services meetings, conferences, and trainings monthly.

Linguistic Quality Assurance

- CONTRACTOR will assure consistent monitoring and managing of interpreting and translating staff linguistic performance.
- CONTRACTOR will provide a pool of reliable and experienced interpreters and translators.
- CONTRACTOR will provide on-going training, testing, and professional development opportunities for interpreters and translators.
CONTRACTOR will ensure it uses appropriate recruitment and certification standards for ensuring the quality of interpreter and translator staff.

Cultural and Linguistic Competency Requirements and Training

CONTRACTOR will ensure interpreters and translators are trained in Cultural and Linguistic Competency in accordance with the National Standards for Cultural & Linguistically Appropriate Services (CLAS) in Healthcare.

CONTRACTOR will provide a minimum of four (4) cultural competency trainings to include at least one training covering "interpreter services in a behavioral health setting."

Trainings may include, but are not limited to the following list:

- Interpreting Services in a Mental Health Setting
- Interpreters in a Multi-Cultural World
- Interpreters in the School Setting
- Elderly Drug Abuse
- Interpreting in Difficult Situations, Personal Attachment and Professional Detachment or other mental health, alcohol drug, or school topics.

BUDGET

PAYMENT PROVISIONS January 1, 2019 through June 30, 2020

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period of January 1, 2019 through June 30, 2019 will not exceed \$230,000. The maximum total amount of the Agreement for the period of July 1, 2019 through June 30, 2020 shall not exceed \$440,000.

B. RATES

CONTRACTOR will be paid at the following rates for services rendered:

Service	Rate*	Note
Spanish speaking interpreter	\$50 Per Hour	2 Hour Minimum
Spanish speaking interpreter STAR-Intake **	\$75 Per Hour	2 Hour Minimum
All other languages speaking interpreter STAR-Intake**	As Quoted	2 Hour Minimum Pre-approval by VCBH Director or her or his designee required***
American Sign Language interpreter	\$125 Per Hour	2 Hour Minimum
Mixtec speaking interpreter	\$125 Per Hour	2 Hour Minimum
Chinese speaking interpreter	\$250 Per Hour	2 Hour Minimum
Korean speaking interpreter	\$250 Per Hour	2 Hour Minimum
Arabic speaking interpreter	\$250 Per Hour	2 Hour Minimum
Cambodian speaking Interpreter	\$250 Per Hour	2 Hour Minimum
Mandarin speaking interpreter	\$250 Per Hour	2 Hour Minimum
Egyptian speaking interpreter	\$250 Per Hour	2 Hour Minimum
Farsi speaking interpreter	\$250 Per Hour	2 Hour Minimum
Vietnamese speaking interpreter	\$250 Per Hour	2 Hour Minimum
Tagalog speaking interpreter	\$250 Per Hour	2 Hour Minimum
Thai speaking interpreter	\$250 Per Hour	2 Hour Minimum
Other language interpreter	\$125-\$250	2 Hour Minimum
Document Translation	\$0.17 Per Word	3 Business Days Turnaround – High volume of documents may impact turnaround time
Expedited Document Translation	\$0.21 Per Word	Overnight Monday-Friday
All Other Languages Document Translation (Except Spanish)	As Quoted	Pre-approval by VCBH Director or her or his designee required****
Special/Extraordinary Projects	As Quoted	Pre-approval by VCBH Director or her or his designee required****
Interpreting Services (Spanish) for Meetings, Conferences, Trainings, and Townhalls	\$75 Per Hour	2 Hour Minimum
Interpreting Services (for all other languages) for Meetings, Conferences, Trainings, and Townhalls	As Quoted	2 Hour Minimum Pre-approval by VCBH Director or her or his designee required****
Headset Rentals	\$6.00	Per Headset

*NOTE: After the first two hours, rates may be prorated in 30-minute increments.

** A Star Intake appointment requires more complex medical terminology of acute psychological or psychiatric conditions. Interpreter will have to be assigned without a specific ending time in case these appointments develop into a crisis.

*** Prior to rendering services, CONTRACTOR will provide a quote to COUNTY. The VCBH Director or her or his designee must approve the quote prior to services being rendered, or no payment will be made to CONTRACTOR.

**** Special/Extraordinary Projects and quotes require pre-approval from the VCBH Director or her or his designee. No payment will be made to CONTRACTOR for any services rendered for which pre-approval from the VCBH Director or her or his designee was not obtained.

- C. Payment shall be made upon the submission of approved invoices to COUNTY. Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein exceed the maximum amount specified in Section A above.
- D. CONTRACTOR shall bill COUNTY monthly in arrears by using the CONTRACTOR'S invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and with the content specified by COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within 10 working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will result in payment delay or no payment due to CONTRACTOR failing to submit invoices within the contracted timeframes for invoice submittal. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.
- E. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.
- F. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR'S activities and operations as they relate to CONTRACTOR'S performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- G. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.
- H. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.

EXHIBIT "C"
BUSINESS ASSOCIATE AGREEMENT

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean **All Languages Interpreting and Translating, Inc.**
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (the "Security Rule") with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within 48 hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.
- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's

obligations under the contract (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the contract (or other arrangement), if feasible.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the "Interpreting and Translating service agreement," set forth herein.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health

Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.

- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information, and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in

accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **January 1, 2019**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the **Interpreting and Translation** services by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligations of Business Associate Upon Termination*
 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.
 3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.

Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.