



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreement Item No:

Meeting Date: June 18, 2019

Originating Department: Public Health

Issue: In the matter of approving the Personal Service Agreement for Translation Services between Lilian Belsky and Klamath County Public Health. – Jennifer Little, Public Health

Background: Klamath County Public Health (KCPH) continues to seek ways to improve communications through the use of alternative formats and languages. This agreement would allow KCPH to have some of the most critical customer documents translated into Spanish. This activity is to meet objectives outlined in the Regional Health Equity grant and identified through quality improvement planning efforts within KCPH. This agreement would allow KCPH to have up to 45,000 words translated.

Fiscal Impact: Fiscal impact is contract expense up to \$8,100, payable from Public Health Promotion Disease Prevention, sub department 4049.

Recommended Motion: Move to approve Personal Service Agreement for Translation Services between Lilian Belsky and Klamath County Public Health. Fiscal impact is contract expense up to \$8,100, payable from Public Health Promotion Disease Prevention, sub department 4049. Authorize department head to sign.

DONE AND DATED this _____ day of _____.

Chair

Vice-Chair

Commissioner

Approved
Denied

Approved
Denied

Approved
Denied

Agreement for Translations Services

PARTIES: LILIAN MARIA BELSKY, P. O. Box 892, Klamath Falls, Oregon 97601 ("Translator");
and
KLAMATH COUNTY PUBLIC HEALTH, 3314 Vandenberg Rd Klamath Falls, OR 97603
("Client")

DATE: June 18, 2019

1. Description of services. Translator, as an independent contractor, will provide translation services on an as needed basis per the submitted quote for translation services:

Translation services provide up to \$8,100.00 for 45000 at \$.18 cents per word of requested translation. This quote is for Translation of written documents. Average 250 word documents takes one hour of translator time which would be charged on an hourly bases of \$60.00/hr. There is a one hour minimum on any requested Translation Service.

Translation Services will include a mutually agreed upon completion schedule per project.

Method of delivery to and from Translator:

E-mail: albels@msn.com

Fax: 541-884-4930

Personal Delivery: per request

Mail Delivery: Lilian Belsky, P.O. Box 892, Klamath Falls, OR, 97601

2. Fee for services. Client agrees to pay \$ 0.18/word, with a minimum of \$60.00/hr for translation services as described above. Payment terms are Net 30. Any payments for fees or costs not received by Translator within 30 days of the due date will be deemed late and shall be subject to a 1% per month late charge.

3. Cancellation or withdrawal by Client. If Client cancels or withdraws any portion of the item(s) described in paragraph 1 above prior to Translator's completion of the service(s), then, in consideration of Translator's scheduling and/or performing said service(s) Client shall pay Translator the portion of the above fee represented by the percentage of total service(s) performed, but in any event not less than 50% of said fee.

4. Additional fees. Additional fees will be payable, to be calculated as provided below, in the event the following additional services are required: (a) investigation, inquiry, or research beyond that normal to a routine translation is required because of ambiguities in the item(s) to be translated; (b) additional services are required because Client makes changes in the item(s) to be translated after the signing of this Agreement; and (c) Translator is requested to make changes in the translation after delivery of the translation, because of Client's preferences as to style or vocabulary, and such changes are not required for accuracy. Such additional fees will be calculated as follows:

Within the standards of the industry or after verbal approval by designated agent of client.

5. Additional costs. Client shall reimburse Translator for prior approved necessary out-of-pocket expenses incurred by Translator that are not a normal part of routine translation procedure: such as overnight document delivery service requested by Client, long distance telephone and telefax expenses to clarify document ambiguity, printing costs if special or extensive, etc. Prior approval for these services shall be provided in writing.

6. Client's review of translation. Upon receipt of the translation from Translator, Client shall promptly review it, and within 14 days after receipt shall notify Translator of any requested corrections or changes. Translator shall correct, at no cost to Client, any errors made by Translator.

7. Confidentiality. All knowledge and information expressly identified by Client in writing as confidential which Translator acquires during the term of this Agreement regarding the business and products of Client shall be maintained in confidentiality by Translator and, except as expressly authorized by Client in writing, shall not be divulged or published by Translator and shall not be authorized by Translator to be divulged or published by others. Confidential information for purposes of this paragraph shall not include the following:

a. Information which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Translator of this paragraph.

b. Terminological glossary entries compiled by Translator in the course of Translator's performance of the translation service(s) under this Agreement; provided, however, that Client and Translator may agree in writing that, upon payment by Client to Translator of an agreed-upon fee, such terminological glossary entries shall be the property of Client and shall be covered by the confidentiality provisions of this paragraph.

8. Translation is property of client, copyright. Upon Client's completion of all payments provided herein, the translation of the item(s) described in paragraph 1 above shall be the property of Client. Translator has no obligation to take any steps to protect any copyright, trademark or other right of Client with respect to the translation, except as may be expressly otherwise provided in this Agreement. Notwithstanding the foregoing, Translator shall have the right to retain file copies of the item(s) to be translated and of the translation, subject to the provisions of paragraph 7 above.

9. Indemnification. Translator agrees to hold harmless the Client, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person,

arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of the Translator, or its employees, servants or agents.

10. Changes by others. Translator shall have no responsibility whatever as to any changes in the translation made by persons other than Translator.

11. Governing law. This Agreement shall be governed by the laws of the State of OREGON.

12. Complete agreement. This is the complete agreement of the parties as to the subject matter hereof. Any changes in this Agreement must be in writing signed by both parties. This Agreement becomes a binding contract only upon signature by both parties and the delivery of fully signed copies to each party.

13. Translator is covered and shall be covered with Professional Liability Insurance. A copy of such insurance has been provided under separate cover.

14. Copies of Oregon and California Court Certification certificates and diploma have been provided under separate cover.

Lillian Maria Belsky

Klamath County Public Health

Lillian Belsky

Jennifer Little, Director

Date

Date