

**CONTRACT
FOR SERVICES OVER \$50,000**

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

This Contract for telephone interpretation services is entered into by and between Effectiff LLC (herein referred to as "Contractor"), and the City of Columbus, Department of Public Health (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for telephone interpretation services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. 0746-2023, passed by Columbus City Council on March 20, 2023; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from April 1, 2023 to March 31, 2024. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$67,000.00 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

Jalisa Dawkins will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

City: Jalisa Dawkins
Columbus Public Health
240 Parsons Ave
Columbus, OH 43215

Contractor: Ricardo Guzman
Effectiff LLC.
275 Commercial Blvd, Ste 301
Lauderdale by the Sea, FL 33308

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code included suspension for three years, up to permanent disbarment.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys’ fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. Insurance

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person	\$500,000
Each Accident	\$1,000,000

Property Damage Liability:

Each Accident	\$500,000
All Accidents	\$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

DocuSigned by:

MWR by Anita Clark

4/3/23

Signature

Date

Dr. Mysheika W. Roberts, Columbus Public Health
Printed Name, Title and Department
Federal Tax ID Number: 316400223

BOARD OF HEALTH

DocuSigned by:

Andrew E. Boy

4/4/23

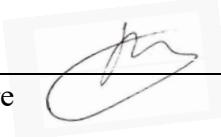
B300FD37AF1447B...

Board of Health

Date

CONTRACTOR

Signature



March 28, 2023

Date

Alexandr Leshchinskiy, CEO
Printed Name and Title
Federal ID Number: 35-2593296

Please list remit address below:

1995 E Oakland Park blvd, ste
350, Fort Lauderdale, FL, 33306



Redundancies by Carrier - Because our platform utilizes multiple communications partners, we are able to diversify our carrier network. This strategy allows our system to connect to dozens of carriers across the globe to provide multiple routing options and redundant capacity. When calls are placed, our platform simply relies on these services to identify the most efficient and reliable routes for each call, taking into account current traffic loads on each carrier, real time performance metrics and other relevant data points. Our platform service provider guarantees 99.97% Monthly Uptime for phone/video connectivity with services redundant across multiple regions.

References of past performance

Effectif provides the following three references who will attest to our capabilities and performance.

NIH (NIAID)	Oregon Employment Dep	Summit County,
5601 Fishers Lane, MSC	875 Union St. NE	Ohio 1867 West Market
Bethesda, MD 20892-9806	Salem, OR 97311	Street Akron, OH 44313
Contact: Darlene Fitch	Contact: Eric Villegas	Contact: Elizabeth Foster
Telephone: (240) 669-5305	Telephone: 503-947-1794	Telephone 1: (330) 926.5613
fitchd@niaid.nih.gov		Telephone 2: (Mobile): (330) 283.9574

Please refer to **Annex A – Letters of Reference** to find what some of our customers has expressed about our service and what they think about our partnership.

Cost, Pricing Structure and Invoices

Telephone Interpreting Fee Schedule.

Over-the-phone Interpreting (OPI)	Rates
Category A (*)	\$0.51 per minute
Category B (**)	\$0.57 per minute
Category C (***)	\$0.61 per minute
Category D (****)	\$0.72 per minute
Additional Workflow Charges	Rates
Multilingual DTP (Desktop Publishing / Graphic Design) – Includes Webpage translation and formatting (Localization)	\$44.00 per hour
Other Services Available upon request	Rates
Machine Translation and Post Edit	\$0.08 per word
Editing Only	\$0.06 per word
Proofreading Only	\$0.05 per word
Transcription Service	\$2.50 per minute of audio/video



Subtitling	\$9.80 per minute of audio/video
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i. Can you invoice Columbus Public Health as described in the Billing and Invoices section of the RFP?

We can invoice Columbus Public Health on monthly basis as per requested in the solicitation document and provide the instructed monthly and annual reports.

ii. Do you offer additional services we should be aware of? Please list and provide cost and pricing structure

We have included additional services along with our best rates above in the Fee Schedule section.

iii. Do you offer additional discounts?

We currently offer free over-the-phone interpreting (OPI) sessions, training and access to our platform for your staff to test the service but we are not offering additional discounts over this service.

Explanatory notes

(*) **Category A** includes such languages as Spanish, Russian.

(**) **Category B** includes such languages as Japanese, korean, Chinese (Mandarin and Cantonese).

(***) **Category C** includes such languages as French, Arabic, Ukrainian, Bielorussian, Bosnian, Polish, Serbian, Armenian, Georgian, German, Amharic, Hebrew, Greek, Turkish, Korean, Portuguese., Acholi, Norwegian, Duala, Jamaican Patois, Mbay, Afar, Mien, Soga, Afrikaans, Dzongkha, Jarai, Mirpuri, Akan, Edo, Javanese, Mixteco, Soninke, Akateko, Ekegusii, Jingpho, Mizo, Sorani, Jinyu, Mnong, Ewe, Anuak, Farsi, Jula, Sunda, Apache, Macedonian, Mongolian, Croatian, Albanian, Estonian, Romanian, Kazakh, Danish, Dutch, Amharic, Japanese, Somali, Albanian, Hindi, Swahili, Finnish, Swedish, Nepali, Karen, Bahasa, Indonesian, Latvian, Haitian Creole, Vietnamese, Burmese, Lithuanian, Malay, Italian, Czech, Slovak, Thai and others.

(****) **Category D** includes all very rare languages such as indigenous dialects.



Language List for Translation and OPI/VRI

Language Lists

Translation & Over the Phone Interpreting Languages

Acholi	Duala	Jamaican Patois	Mbay	Slovene
Afar	Dutch	Japanese	Mien	Soga
Afrikaans	Dzongkha	Jarai	Mirpuri	Somali
Akan	Edo	Javanese	Mixteco	Soninke
Akateko	Ekegusii	Jingpho	Mizo	Sorani
Albanian	Estonian	Jinyu	Mnong	Spanish
Amharic	Ewe	Juba Arabic	Mongolian	Sudanese Arabic
Anuak	Farsi	Jula	Moroccan Arabic	Sunda
Apache	Fijian	Kaba	Mortlockese	Susu
Arabic	Fijian Hindi	Kamba	Napoletano	Swahili
Armenian	Finnish	Kanjobal	Navajo	Swedish
Assyrian	Flemish	Kannada	Nepali	Sylheti
Azerbaijani	French	Karen	Ngambay	Tagalog
Bahasa	French Canadian	Kashmiri	Nigerian Pidgin	Taiwanese
Bahdini	Fukienese	Kayah	Norwegian	Tajik
Bahnar	Fulani	Kazakh	Nuer	Tamil
Bajuni	Fuzhou	Kham	Nupe	Telugu
Bambara	Ga	Khana	Nyanja	Thai
Bantu	Gaddang	Khmer	Nyoro	Tibetan
Barese	Gaelic-Irish	K'iche'	Ojibway	Tigré
Basque	Gaelic-Scottish	Kikuyu	Oromo	Tigrigna
Bassa	Garre	Kimiiru	Pampangan	Toishanese
Belorussian	Gen	Koho	Papiamento	Tongan
Bemba	Georgian	Korean	Pashto	Tooro
Benaadir	German	Krahn	Plautdietsch	Trique
Bengali	German Penn. Dutch	Krio	Pohnpeian	Turkish
Berber	Gheg	Kunama	Polish	Turkmen
Bosnian	Gokana	Kurmanji	Portuguese	Tzotzil
Bravanese	Greek	Kyrgyz	Portuguese Brazilian	Ukrainian
Bulgarian	Gujarati	Laotian	Portuguese Cape Verdean	Urdu
Burmese	Gulay	Latvian	Pugliese	Uyghur
Cantonese	Gurani	Liberian Pidgin English	Pulaar	Uzbek
Catalan	Haitian Creole	Lingala	Punjabi	Vietnamese
Cebuano	Hakka China	Lithuanian	Putian	Visayan
Chaldean	Hakka Taiwan	Luba-Kasai	Quechua	Welsh
Chamorro	Hassaniyya	Luganda	Quichua	Wodaabe
Chaochow	Hausa	Luo	Rade	Wolof
Chin Falam	Hawaiian Hebrew	Maay	Rakhine	Wuzhou
Chin Hakha	Hiligaynon	Macedonian	Rohingya	Yemeni Arabic
Chin Mara	Hindi	Malay	Romanian	Yiddish
Chin Matu	Hindko	Malayalam	Rundi	Yoruba
Chin Senthang	Hmong	Maltese	Russian	Yunnanese
Chin Tedim	Hunanese	Mam	Rwanda	Zapoteco
Chipewyan	Hungarian	Mandarin	Samoan	Zarma



Chuukese	Icelandic	Mandinka	Sango	Zo
Cree	Igbo	Maninka	Seraiki	Zyphe
Croatian	Ilocano	Manobo	Serbian	Dinka
Czech	Indonesian	Marathi	Shanghainese	
Danish	Inuktitut	Marka	Shona	
Dari	Italian	Marshallese	Sichuan Y	
Dewoin	Jakartanese	Masalit	Slovak	



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 28, 2023

COLUMBUS PUBLIC HEALTH
240 PARSONS AVE
COLUMBUS OH 43215

Account Information:

Policy Holder Details :	Effectiff LLC
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Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
03/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NUTMEG INSURANCE AGENCY INC/PHS 02025657 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext):	(866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED Effectif LLC 275 COMMERCIAL BLVD STE 301 FORT LAUDERDALE FL 33308	INSURER A :	Twin City Fire Insurance Company	29459
	INSURER B :	Hartford Casualty Insurance Company	29424
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGE**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X General Liability	X	X	02 SBM AM7661	06/26/2022	06/26/2023	EACH OCCURRENCE	\$1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000		
	MED EXP (Any one person)						\$10,000		
	PERSONAL & ADV INJURY						\$1,000,000		
	GENERAL AGGREGATE						\$2,000,000		
	PRODUCTS - COMP/OP AGG						\$2,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:									
A	AUTOMOBILE LIABILITY ANY AUTO			02 SBM AM7661	06/26/2022	06/26/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person)		
	X						BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			02 SBM AM7661	06/26/2022	06/26/2023	EACH OCCURRENCE	\$1,000,000	
	AGGREGATE						\$1,000,000		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	02 WEC AD5FP4	06/26/2022	06/26/2023	X PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>		
	E.L. EACH ACCIDENT						\$1,000,000		
	E.L. DISEASE -EA EMPLOYEE						\$1,000,000		
	E.L. DISEASE - POLICY LIMIT						\$1,000,000		
A	PROFESSIONAL LIABILITY			02 SBM AM7661	06/26/2022	06/26/2023	Occurrence Aggregate	\$2,000,000 \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

COLUMBUS PUBLIC HEALTH
240 PARSONS AVE
COLUMBUS OH 43215

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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COLUMBUS PUBLIC HEALTH

BUSINESS ASSOCIATE AGREEMENT

THIS CONTRACT is entered into this 28th day of March, 2023, by and between Effectiff, LLC (short name for Business Associate) and Columbus Public Health (CPH).

Check all that apply:

CPH will make available and/or transfer to Business Associate (BA) confidential, personally identifiable health information in conjunction with the following function(s) to be performed by BA on behalf of CPH:

Telephone interpretation services for clients and staff

CPH will provide access to facilities, equipment and/or services which may result in unintentional disclosure of protected health information.

Such information may be used or disclosed only in accordance with the privacy regulations [45 CFR Sections 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC Sections 1320 –1320d-8], the regulations issued regarding breach notification for unsecured protected health information [45 CFR Parts 160 and 164] and the terms of this Contract.

Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR 164.501 and Section 13402 (h) of the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009.

- (a) Access. As defined by 45 CFR Part 164.304, access is defined as the ability or the means necessary to read, write, modify or communicate data / information or otherwise use any system resource.
- (b) BA. “Business Associate” (BA) shall mean **Effectiff, LLC**. A Business Associate, as defined by 45 CFR 160.103, as a person who creates, receives, maintains or transmits protected health information for a function or activity including claims processing or administration, data analysis processing or administration, utilization review, quality

assurance, patient safety activities as listed in 42 CFR 3.20, billing, benefit management, practice management, repricing, legal, actuarial, accounting consulting, data aggregation, management, administrative, accreditation or financial services to or for CPH where the provision of the service involves the disclosure of protected health information from CPH, or from another business associate of CPH to the person. This definition includes a health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to CPH and that requires access on a routine basis to that protected health information. It also includes a person that offers a personal health record to one or more individuals on behalf of CPH. It also includes a subcontractor of a BA that creates, receives, maintains or transmits protected health information on behalf of the BA.

- (c) Breach. As defined by 45 CFR 164.402, a breach means the acquisition, access, use or disclosure of protected health information in a manner that compromises the security or privacy of the protected health information. In addition, such unauthorized release of protected health information is presumed to be a breach unless the BA can demonstrate that there is a low probability that the protected health information has been compromised based on a risk assessment of the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, the unauthorized person who used the protected health information or to whom the disclosure was made, whether the protected health information was actually acquired or viewed, and the extent to which the risk to the protected health information has been mitigated. Exclusions to the definition of a breach are listed in 45 CFR 164.402, *Breach*, (1)(i – iii).
- (d) Covered Entity. As defined by the HIPAA Administrative Simplification regulations (45 CFR parts 160, 162, and 164) (HIPAA Rule) at Section 160.103, a covered entity is a health plan, health care clearinghouse, or health care provider that transmits any health information electronically in connection with a covered transaction, such as submitting health care claims to a health plan.
- (e) Individual. Individual means the person who is the subject of the information and shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualified as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information as in 45 CFR part 160 and part 164, subjects A and E.
- (g) Protected Health Information. “Protected Health Information” (PHI) is individually identifiable health information that is transmitted or maintained in any form or medium, including electronic, verbal or paper information, and shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by the BA from or on behalf of CPH. Exclusions to this definition are listed in 45 CFR 160.103, *Protected Health Information*, (2)(i – iv).
- (h) Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

- (i) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.
- (j) Subcontractor. Subcontractor means a person to whom a BA delegates a function, activity, or service, other than in the capacity of a member of the BA's workforce, as defined in 45 CFR 160.103, *Subcontractor*.
- (k) Unsecured Protected Health Information. The HITECH Act at section 13402(h) defines this to mean protected health information that is not secured through the use of a technology or methodology specified by the Secretary of HHS under guidance at 13402(h)(2) of Public Law 111-5 that would render the information unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the aforementioned Public Law. The prescribed technologies and methodologies include encryption and destruction.

Obligations and Activities of BA

- (a) BA agrees to submit the fully completed Business Associate Checklist for Evaluating HIPAA Compliance (BAC) attached to this document to CPH's HIPAA Privacy and Security Officer within 30 calendar days of receiving it.
- (b) BA agrees to remedy incomplete and/or unsatisfactory information CPH discovers in the BAC no later than 15 calendar days after CPH's notification to the BA of the need to do so.
- (c) BA agrees that negotiations between the BA and CPH will be delayed indefinitely until such time as BA provides satisfactory remedies to the issues CPH has identified with the BAC.
- (d) BA agrees to **not** use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (e) BA agrees that it will allow a BA that is its subcontractor to create, receive, maintain or transmit protected health information on its behalf only if the BA obtains satisfactory assurances in accordance with 45 CFR 164.314 (a) and 164.504 (e)(1)(i) that the subcontractor will appropriately safeguard the protected health information.
- (f) BA agrees to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the BA agree to comply with the applicable requirements of 45 CFR 164.314 (a)(2)(i – iii) by entering into a contract or other arrangement with such subcontractor that complies with the aforementioned section.
- (g) BA agrees to report to CPH any security incident of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410.
- (h) BA agrees to use appropriate safeguards to prevent use or disclosure of the PHI in addition to those authorized by this Agreement.

- (i) BA agrees to mitigate, to the extent practicable, any harmful effect that is known to the BA of a use or disclosure of PHI by the BA in violation of the requirements of this Agreement. The BA agrees to report to CPH any use or disclosure of the PHI not authorized by this Agreement.
- (j) BA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI, agrees to the same restrictions and conditions that apply through this Agreement.
- (h) BA agrees to provide patients' access to his or her PHI, at the request of CPH, and in a time and manner designated by CPH in accordance with 45 CFR 164.524.
- (i) BA agrees to make available for amendment and incorporate any amendments to the protected health information in accordance with 45 CFR 164.526.
- (j) BA agrees to document any such PHI disclosure and information related to such disclosure as required for CPH to respond to an individual's request to account for disclosures of PHI in accordance with 45 CFR 164.528.
- (k) BA agrees to provide to CPH or an individual, in the time and manner designated by CPH, information collected in accordance with the function(s) BA has performed on behalf of CPH as per this Agreement, to CPH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528
- (l) BA agrees to monitor all appropriate Federal publications (CFR, etc.) for any issued guidance from the Secretary of Health and Human Services and to make its internal practices, books, and records available to the Secretary for purposes of determining CPH's compliance with 45 CFR 164.504.
- (m) BA agrees, in its activities of accessing, maintaining, retaining, modifying, recording, storing, destroying or otherwise holding, using, or disclosing PHI to comply with breach notification regulations as prescribed in the HITECH Act, Subtitle D, Section 13402, as described in the American Recovery and Reinvestment Act (HR1) of 2009.
- (n) BA agrees, in accordance with the HITECH Act, Subtitle D, Section 13401 to follow all administrative, physical, technical and policy and procedure portions of the HIPAA Security Rule (45 CFR Part 160 and Part 164, Subparts A and C).
- (o) BA agrees, upon request of CPH, to employ technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals that are consistent with the National Institute of Standards and Technology (NIST) Special Publications available at <https://www.nist.gov> . If the BA already has an established encryption process and methodology, the BA agrees to use it and to jointly establish the necessary encryption technical requirements to allow for the secure exchange of PHI.
- (p) BA agrees to implement reasonable systems for discovery of breaches in accordance with Page 42749 of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations.
- (q) BA agrees to ensure that its workforce members and its agents are adequately trained and aware of the importance of timely reporting of privacy and security incidents and of the consequences of failing to do so.

(r)BA shall, in accordance with Section 164.404(a) (2) of the HIPAA Privacy Rule and Section 164.410(a) (2) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations, treat all breaches as discovered and report any and all breaches to CPH on the first day the breach becomes known or should have been known by the BA in exercising due diligence. The BA shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable due diligence would have been known, to any person, other than the person who committed the breach, who is an employee, officer, or other agent of the BA as described in the Federal common law of agency.

(s)BA agrees to provide the notification required by Section 164.410(a) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations without unreasonable delay and in no case later than 60 calendar days after discovery of the breach, except as provided in Section 164.412 of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations. The number of days between discovery by the BA and reporting same to CPH shall be one (1) calendar day. The BA is not liable for failing to provide notification in cases in which it is not aware of a breach unless CPH would have been aware of the breach had it exercised reasonable diligence.

(t)BA agrees that the notification required by Section 164.410 (a) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been accessed, acquired, used or disclosed during the breach.

(u)BA agrees to provide CPH with any other available information that CPH is required to include in the notification to the individual under Section 164.404(c) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations at the time of the notification required by Section 164.410(a) of this section as promptly thereafter as information becomes available.

(v)BA agrees that if a law enforcement official informs the business associate that a notification, notice or posting required under Section 164.412 the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations would impede a criminal investigation or cause damage to national security, the BA shall (1) delay such notification, notice or posting for the time period specified by the law enforcement official if the statement is in writing and specifies the time for which a delay is required; or (2) if the statement is made orally, the BA shall document the statement, including the identity of the official making the statement and delay the notification, notice or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 164.412(a) is submitted during that time.

(w)BA agrees that in the event of a use or disclosure in violation of subpart E of Section 164.404(c) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations, the BA agrees that, as applicable, it shall have the burden of demonstrating that all notifications were made as required by that subpart if the use or disclosure did not constitute a breach as defined at Section 164.402

(x)BA agrees that its obligation begins at the discovery of the breach and continues as long as related activity continues, until all effects of the information breach are mitigated.

(y)BA agrees to report breaches to CPH's Privacy Officer by telephone 24 hours a day at (614) 216-5461.

(z)BA designates the following staff member Alex Cherkashin, who can be reached at alex.ch@effectiff.com as the point of contact for breaches.

(aa)BA agrees that matters pertaining to PHI privacy and security shall be resolved to the satisfaction of CPH's compliance requirements.

(bb)BA agrees to complete or participate in an investigation and/or risk assessment following a suspected information breach. Immediately following a suspected security breach, CPH and the BA shall collaborate on the performance of a risk assessment to determine if an impermissible use or disclosure of PHI constitutes a possible information security breach. The objective of the risk assessment shall be to determine the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, the unauthorized person who used the protected health information or to whom the disclosure was made, whether the protected health information was acquired or viewed and the extent to which the risk to the protected health information has been mitigated.

(cc)BA agrees that if the risk assessment shows that individually identifiable PHI held by the BA has been breached, the BA shall work with CPH to notify the affected individual and mitigate the negative impact of the breach.

(dd)BA agrees to notify CPH upon discovery of the breach and support CPH's 60-day notification compliance requirements by reporting suspected PHI security breaches immediately upon discovery.

(ee)BA agrees to corroborate with CPH on the breach risk assessment and investigation and shall commit all necessary and appropriate staff and resources to ensure compliance with mandated timelines.

(ff)BA agrees to commit the necessary resources and staff to ensure compliance with mandated timelines.

(gg)BA agrees to be involved in the breach notification process, in which the BA may be delegated partially or fully in the notification process if appropriate, especially if it has been determined that the responsibility for the breach rests with the BA.

(hh)BA agrees to indemnify CPH against any and all liability and reasonable expenses actually and necessarily incurred by CPH in connection with the defense or settlement of any action, suit or proceeding in which it is determined that harm is inflicted upon an individual and the BA is adjudged in such action, suit or proceeding to be guilty of or liable for willful misconduct in the performance of duty and as to such matters as shall be settled by agreement predicated on the existence of such liability. The BA accepts responsibility for its actions and agrees to

indemnify or compensate CPH for any claims against it that are the result of the BA's actions or inactions.

(ii) BA agrees that if it is adjudged that the BA is at fault for harm to an individual as a result of impermissible use, identity theft, or disclosure of PHI, all associated costs are the responsibility of the BA.

(jj) BA agrees that it shall ensure all provisions of this business associate agreement are contained in the business associate agreement of all subcontractors that access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose unsecured PHI.

(kk) BA agrees not to sell CPH's protected health information such that the BA would directly or indirectly receive remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information.

(ll) BA agrees upon termination of this contract, if feasible, to return or destroy all protected health information in any form which was received from, created for, or received by the BA on behalf of CPH. This includes copies, unless such return or destruction is not feasible, and if so, to extend the protections of this contract to that protected health information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

(mm) BA agrees to authorize termination of the contract by CPH if CPH determines that the BA has violated a material term of the contract.

(nn) In order to be compliant with the HIPAA Security Rule's due diligence requirement to evaluate safeguards of protected health information (§164.308 (b)(1)), BA agrees to complete the HIPAA/HITECH security checklist, the *Business Associate Checklist for Evaluating HIPAA Compliance*, in lieu of a full security assessment. BA agrees to complete this assessment in full within 30 days of receipt from CPH.

Obligations of CPH

- (a) CPH shall provide the BA with the privacy policy that CPH practices at the time of acceptance of this agreement, as well as any changes to such policy within 90 days of enactment of the change, in accordance with 45 CFR 164.520.
- (b) CPH shall provide the BA with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect the BA's permitted or required uses and disclosures.
- (c) CPH shall notify the BA of any restriction to the use or disclosure of PHI in accordance with 45 CFR 164.522
- (d) CPH shall monitor all appropriate Federal publications (CFR, etc.) for any issued guidance.
- (e) CPH shall jointly commit to establish with the BA the necessary encryption technical requirements to allow for the secure exchange of encrypted PHI.

- (f) CPH shall provide its workforce members and other agents with adequate training and awareness of the importance of timely reporting of privacy and security incidents and of the consequences of failing to do so.
- (g) CPH shall assist the BA in training its workforce members and other agents on CPH's specific or unique processes, as appropriate.
- (h) CPH, in accordance with Section 164.404(a)(2) of the HIPAA Security Rule, shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known to any person, other than the individual who committed the breach, who is a member of CPH's workforce or an agent of CPH.
- (i) CPH agrees that its obligation begins at the discovery of a breach and continues as long as related activity continues, until all effects of the information breach are mitigated.
- (j) CPH agrees to allow the BA to use the protected health information the BA has received from CPH for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
- (k) CPH agrees to allow the BA to disclose CPH's protected health information as required by law or if the BA obtains reasonable assurances from the person to whom the protected health information is disclosed that it will be held confidentially and used or disclosed only as required by law or for the purposes for which it was disclosed to the person and the person agrees to notify the BA of any known breaches of the protected health information.

Permissible Requests by CPH

CPH shall not request the BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule.

Term and Termination

- (a) Term. The term of this Agreement shall be effective as of **April 1, 2023**, and shall terminate when all of the PHI provided by CPH to the BA, or created or received by the BA on behalf of CPH, is destroyed (as indicated by a signed affidavit from the BA) or returned to CPH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon CPH's knowledge of a material breach by the BA, CPH shall permit a reasonable period of time for the BA to cure the breach or end the violation. If the BA has breached a material term of this Agreement and a cure is not possible, then CPH may terminate this agreement. In addition, if the BA becomes aware of a subcontractor's material breach of its agreement with the BA, and the BA does not take action to cure the breach or the action is unsuccessful, the BA must terminate its contract with the subcontractor if feasible.

(c) Effect of Termination

- (i) Upon termination of this Agreement for any reason, the BA shall return or destroy all PHI received from CPH, or created (i.e. medical records) or received by the BA on behalf of CPH. This provision shall apply to PHI that is in the possession of subcontractors or agents of the BA. The BA shall retain no copies of the PHI.
- (ii) In the event that the BA determines that returning or destroying the PHI is infeasible, the BA shall extend the protections of this Agreement.

Additional Provisions

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take action to amend this Agreement from time to time, as necessary, for CPH to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of the BA under this Agreement shall survive the termination of this Agreement.
- d. Additional Resources. Information regarding HIPAA rules and regulations are available at:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/omnibus/index.html>

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seal and have executed this Agreement the day and year above written.

CONTRACTOR

By: _____



Signature

Alexandr Leshchinskiy, CEO

Name/Title

March 28, 2023

Date

THE COLUMBUS BOARD OF HEALTH

By: _____

DocuSigned by:
MUR by Anita Clark
5631545F180F40E...

Health Commissioner

4/3/23

Date

*Columbus Public Health
Original Form March 21, 2003*

Policy 211-RM - Attachment A
Revised 03/14/2022