

CONTRACT
FOR SERVICES UNDER \$50,000

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

This Contract for video interpretation services is entered into by and Preciss LLC dba Language Access Network 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 video interpretation services; and

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

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

ENTIRE AGREEMENT

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 May 1, 2022 to April 30, 2023 subject to annual approval and authorization. This contract shall not automatically renew and is subject to annual appropriation approved by City Council.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$40,000.00 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 Any and all verbal representations are superseded by this Contract.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, Ohio 43215

Contractor: Andrew Panos
Preciss LLC
PO Box 231
Marysville, Ohio 43040

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 include 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

Mysheika Roberts 5-4-22
Signature Date

Dr. Mysheika W. Roberts, Columbus Public Health
Printed Name, Title and Department

CONTRACTOR

DocuSigned by:
Andy Panos 4/25/2022
70B8888461EB43...
Signature Date

Andrew Panos
Printed Name and Title
Federal ID Number:20-1186615

Please list remit address below:

1103 Schrock Rd. Suite 200
Columbus, OH. 43229

Exhibit A – Scope of Services

Narrative:

Video Interpretation Services are required by the Columbus Public Health Department (CPH) for approximately 2,000 minutes per month at their main facility located at 240 Parsons Avenue, Columbus, OH 43215. CPH has a need to provide language interpretation services for persons with limited English proficiency. CPH also has a need to provide American Sign Language services for persons with limited hearing ability. Interpretation services are needed for health and social services related issues and clinical appointments for men, women, and children. Interpretation will be provided using streaming video via private, secured network, which meet all HIPAA related requirements.

This is year 4 of a 5-year agreement. Reference RFQ011942, published in Bonfire and awarded to Preciss LLC (Language Access Network) in April of 2019.

Scope Details:

Hardware and Software Requirements:

- Preciss will provide (6) Martti Pro-2-Go iii units, which include one 12.9' iPad Pro securely mounted to a slender, flex neck, lightweight, mobile cart at a discount of \$0.
- Preciss will provide any/all software required on the iPad to provide the requested video translation services.
- Software must work over a HIPAA compliant private secure wireless network and must be able to work on standard web browsers.
- Ongoing maintenance and support of the hardware/software solution will be the responsibility of Preciss. Accidental and/or intentional damage or theft of the equipment while in possession and use by CPH will be the financial responsibility of CPH.
- CPH will be upgraded to the new Martti Next platform as part of this contract.
- Hardware and software support must be available from Preciss 24 hours a day, 7 days a week. All support requests must be addressed within 24 to 48 hours.

Services and Support Requirements:

- Martii services must be provided through a secure, dedicated connection and must be HIPAA compliant. Connections to the service must be uninterrupted.
- Interpretation will be accessible on demand 24 hours a day, 7 days a week, and 365 days a year.
- Preciss will provide video translation services on a subscription basis. The subscription will be based on 2,000 total minutes per month.
- Minute usage will be billed at a rate of \$1.90 per minute and invoiced monthly.
- If monthly usage exceeds 2,000 minutes, the excess minutes above the 2,000 allotment will be billed at a rate of \$2.10 per minute.

- Any unused monthly minutes will be aggregated and credited on a monthly pro-rated basis against the following months invoice.
- Preciss must provide a web based portal for access to data usage and activity reporting, including detail transaction metrics, training materials, and other analytics required by CPH.
- Preciss must provide a dedicated Partner Engagement Manager assigned to the CPH account. This will be the main point of contact for any issues that require attention, including, but not limited to, monitoring of the account to ensure services are fully and productively used, provide onsite support/training when needed, and to address any other concerns CPH may have regarding this service.
- All interpreters are required to be medical interpretation certified for requested video languages, including American Sign Language interpreters.

