

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

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

This Contract for interpretation services is entered into by and between Community Refugee & Immigration Services (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 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 11/1/2022 to 10/31/2023. 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 \$5,000.00 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 Any and all verbal representations are superseded by this Contract.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: Angela Plummer
CRIS
1925 E Dublin Granville Rd, Ste 102
Columbus, Ohio 43229

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.

Exhibit A

Scope of Services:

Columbus Public Health intends to contract with Community Refugee & Immigration Services (CRIS) for interpretation services to provide effective Dari and Pashto and Urdu in-person oral assistance to clients. There is a specific need for a female interpreter. CRIS was specifically chosen because they have an established community interpreting program that provides high-quality language interpretation and supportive case management to identified local service providers. Their interpreters are highly trained and familiar working with clients in social services. They have also identified a female interpreter to provide Dari, Pashto and Urdu language services, which fills an increasing need that has not been met by the current in-person interpreting provider. The provider will render services over a twelve-month period beginning November 1, 2022 through October 31, 2023. The services will be provided at 240 Parsons Avenue and other Columbus Public Health service sites as assigned. Interpretation services are needed for health and social services related issues and clinical appointments for adults, and children. The interpreter may be requested to provide limited translations and proofread document translations from other entities when not actively interpreting. Examples of limited translations include flyers and hours of service. Documents to be proofread will be variable. The interpreter may also be asked to call clients, needing an interpreter in the specified languages, to help set up or remind clients of their appointment.

Requirements:

Provider must guarantee service for all of the requested languages in these specifications, have an interpreter onsite within 48 hours of the request, and adhere to proper billing and invoicing procedures.

Interpreters must be competent to communicate effectively in both English and their designated foreign language. The provider must verify the professional qualification of all employees providing interpretation services. These standards include professional certification and completion of a comprehensive screening and training program by the employing agency that qualifies interpreters for the job, ensuring their ability and appropriateness for the work involved. Professional certifications must be completed within 6 months of the start of the contract. It is also imperative that the interpreters are culturally-sensitive to the customers, and are able to remain objective and unbiased.

Certification must include:

- Minimum of 40 hours medical interpreter training
- Training in ethical standards
- Confidentiality of medical information
- Medical terminology

Bridge the Gap training is one example that would satisfy certification requirements.

Billing and Invoicing:

1. The provider must provide electronic invoices to Columbus Public Health on a monthly basis. Send electronic copies to Jalisa Dawkins at jmdawkins@columbus.gov.
2. The provider is to charge \$25/ hour for services with a maximum of \$5,000 or 50 hours for the year. This rate is inclusive of any costs associated with required trainings.
3. Each invoice must include the date the service was performed, the time the service was performed, the number of minutes billed (in fifteen minute increments), the first and last name of the Columbus Public Health staff person requesting the service, the name of the clinic/program the service was being provided to, the language that was provided, the rate charged, and the total. Invoices must be received no later than 30 days prior to due date.
4. The provider must provide a monthly summary of all services rendered in Microsoft Excel submitted electronically. The summary must be sent at the same time of the invoice. The summary must list each interpretation language utilized that month and the total number of minutes billed for each encounter, the rate charged for each encounter, specific clinic requesting services, and the total amount charged for each encounter. Electronic copies will be sent to Jalisa Dawkins at jmdawkins@columbus.gov.
5. At the end of the year the provider must deliver a yearly contract usage summary. The summary will list each interpretation language utilized during the year, the total number of minutes billed for each language listed, the rate charged for each language and the total charged for each language. In addition, the information for each language used and minutes for each language should be listed in relation to the requesting clinic/program. An electronic copy must be provided in excel to Jalisa Dawkins at jmdawkins@columbus.gov.



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01178199

Period Specified Below
07/01/2022 to 07/01/2023

COMMUNITY REFUGEE & IMMIGRATION SERVICE
1925 E DUBLIN GRANVILLE RD STE 102
COLUMBUS OH 43229-3544



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

