

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services, (hereinafter the “Department;” Oneida County and the Department shall collectively be the “County”), and Communication Services, Inc., d/b/a Interprettek, a domestic corporation having its principal executive office at 75 Highpower Road, Rochester, New York 14623 (hereinafter the “Contractor”). All parties to the Agreement shall collectively be known as the “Parties.”

WITNESSETH:

WHEREAS, the Department requires sign language interpreter services for deaf individuals who are in need of and/or receive services from the Department, for activities including, but not limited to: casework appointments; counseling appointments; and eligibility services; and

WHEREAS, the Department is required to provide sign language interpreter services to communicate with deaf individuals who are in need of and/or receive services from the Department; and

WHEREAS, the Contractor has the ability to provide sign language interpreter services to the Department for deaf individuals who are in need of and/or receive services from the Department;

NOW, THEREFORE, the Parties agree as follows:

I. TERM OF AGREEMENT

- A. The term of this Agreement will commence January 1, 2024, and end December 31, 2026.
- B. This Agreement may be terminated by either party upon 30 days written notice to the other party.

II. SCOPE OF SERVICES

- A. The Contractor shall provide sign language interpreters to assist eligible deaf clients of the Department to communicate with the Department and with service providers authorized by the Department.
- B. All requests for an interpreter shall be made by the Department. The Department shall notify the Contractor of the designated date and time for interpretation services.
- C. The interpreter’s role under the terms of this Agreement shall be limited to interpretation services only. The interpreter shall not bind the Department in any way nor make any representations on the Department’s behalf.

III. PERFORMANCE OF SERVICES

- A. The Contractor represents that the Contractor and its employees are duly licensed and have the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The Contractor's employees shall use best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and means of performing the services, except where federal, state, or local laws and regulations impose specific requirements on performance of the same.
- B. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County. The Contractor, its employees, and any Assistants shall comply with all applicable federal, state, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
- D. The Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement.

IV. CONFIDENTIALITY

- A. The Contractor shall hold confidential all information contained in the Contractor's files and all information obtained or learned during the performance of the services set forth in this Agreement pursuant to the applicable provisions of the federal, state, and local laws and regulations and shall not be disclosed except as authorized by law.
- B. The Contractor shall safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services during this Agreement.
- C. The Contractor shall maintain the confidentiality of all such financial and/or client information regarding services provided under this Agreement in conformity with the provisions of applicable federal, state, and local laws and regulations.

- D. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Agreement.

V. COMPLIANCE WITH LAW AND RECORD KEEPING:

- A. The Contractor shall comply with all applicable federal, state, and local laws and regulations and will keep accurate records for each Department client receiving services under this Agreement.
- B. The Contractor shall maintain financial records and necessary supporting documents as required by the Department. Such financial and statistical records shall be made available to authorized county, state and/or federal staff for review and audit upon request.
- C. The Contractor shall maintain the above referenced records for seven (7) years from the date of expiration or termination of this Agreement.

VI. INDEPENDENT CONTRACTOR STATUS:

- A. The Parties agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement and may continue to make its services available to the public. Likewise, the County retains the right to contract with other individuals and entities to perform the same services provided by Contractor.
- C. The Contractor and its Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.
- D. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

- E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance prior to execution of this Agreement.
- F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- G. The Parties agree that if the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- H. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

VII. REIMBURSEMENT

- A. The County agrees that the Contractor requires a two (2) hour minimum charge per assignment, which is equivalent to the rate of two (2) hours pertinent to the service requested. Services shall be billed in thirty (30) minute increments after the second hour of service, at a rate of one half of the applicable hourly rate per each additional thirty-minute period.
- B. The County shall pay the Contractor for said services at a rate according to the following pay schedule. A 48-hour cancellation notice is required (2 business days).
 - i. January 1, 2024 - June 30, 2024: \$65.00 per hour
 - ii. July 1, 2024 - June 30, 2025: \$68.00 per hour
 - iii. July 1, 2025 - December 31, 2026: \$71.00 per hour
- C. If the Contractor determines that a second interpreter is necessary, the Contractor shall seek prior approval of the same from the Department for assignments with continuous interpreting over 1.5 hours in length. The Contractor shall be paid at a rate listed in the previous paragraph for each additional interpreter specifically approved by the Department. The County shall be under no obligation to reimburse the Contractor for

the services of any additional interpreter without prior approval of the Department.

- D. Services rendered after 7:00 p.m., late notifications, and weekend and emergency services performed with less than 24 hours' notice shall be paid at a rate according to the following pay schedule. Late notifications are billed an additional 25 percent rush fee for requests within 48 hours.
- i. January 1, 2024 - June 30, 2024: \$68.00 per hour
 - ii. July 1, 2024 - June 30, 2025: \$78.00 per hour
 - iii. July 1, 2025 - December 31, 2026: \$88.00 per hour
- E. Video remote interpreting is available on a pre-scheduled basis. Services are billed according to the following pay schedule. The Department shall not be responsible for travel costs when video remote interpreting is used.
- i. January 1, 2024 - June 30, 2024: \$65.00 per hour
 - ii. July 1, 2024 - June 30, 2025: \$68.00 per hour
 - iii. July 1, 2025 - December 31, 2026: \$71.00 per hour
- F. Services provided which require legal certifications (court appearances) shall be paid at a rate according to the following pay schedule.
- i. January 1, 2024 - June 30, 2024: \$85.00 per hour
 - ii. July 1, 2024 - June 30, 2025: \$88.00 per hour
 - iii. July 1, 2025 - December 31, 2026: \$91.00 per hour
- G. Travel time shall be billed for any assignment exceeding twenty (20) miles from the job site. When travel time payment is required, it will be negotiated in advance of any assignment, pending the Department's approval, the Contractor shall provide portal address to portal address on the billing.
- H. The maximum cost of this Agreement shall not exceed \$50,000.00. Any change to the budget shall be at the sole discretion and approval of the Oneida County Commissioner of Family and Community Services.
- I. The communication policy for mental health, legal or technical assignments shall include a 15-minute pre-conference with staff and a 15-minute post-assignment debriefing to allow the interpreter to preview the communication or assessment goals of the medical provider and any required technical language to be prepared for the linguistic demands of the conversation.
- J. In requesting reimbursement, the Contractor shall submit a County voucher, accompanied by an interpreting form, which lists the name of client; the Department or Medicaid case number; the full name and phone number of the Department worker

who requested service; service time; the address where service took place; and portal-to-portal addresses if travel time and/or mileage reimbursement is requested. This form must contain the signature of the Department worker present at the time the service was provided.

- K. Any changes in rates submitted by the Contractor in writing shall be subject to the sole discretion and approval of the Department's Commissioner of Family and Community Services.

VIII. INSURANCE AND INDEMNIFICATION:

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Coverage for the additional insureds shall include completed operations.
 2. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
 3. Commercial Umbrella
 - a. Umbrella limits must be at least \$1,000,000.
 - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

4. Workers' Compensation and Employer's Liability: Statutory limits apply.
- B. Waiver of Subrogation: The Contractor waives all rights against Oneida County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work the Contractor shall provide certificates of insurance to the County with a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy attached. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
- D. Indemnification: The Contractor shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by the Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

IX. EXPENSES:

Other than what is specifically provided for in this Agreement, the Contractor is solely responsible for paying all its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

X. TRAINING:

The County shall not require the Contractor to attend or undergo any training. The Contractor shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the services described herein and shall be solely responsible for the cost of the same.

XI. ADVICE OF COUNSEL:

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

XII. MISCELLANEOUS PROVISIONS:

- A. The Contractor cannot assign performance of this Agreement to a subcontractor without obtaining prior written approval of the Department.
- B. The terms of this Agreement, including any attachments, amendments, addenda, or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.
- C. This Agreement shall be binding upon both parties when fully signed and executed.
- D. The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or state funds for the purposes set forth in this Agreement.
- E. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written below.

Date: _____

Oneida County: _____
Anthony J. Picente, Jr., County Executive

Approved: _____
Amanda L. Cortese-Kolasz, County Attorney

Date: _____

Oneida County Department of
Family and Community: _____
Services Colleen Fahy-Box, Commissioner

Date: _____

Communication Services, Inc.
d/b/a Interpretek: _____
Michelle Brewer, Vice President of Interpreting Services