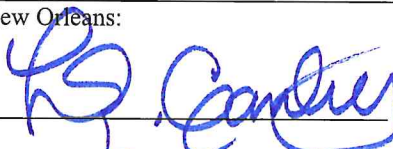




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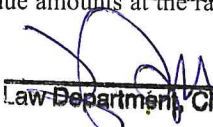
Professional Service Agreement

Vendor name and address: Voiance Language Services, LLC ("Vendor") 2650 East Elvira Road, Suite 132 Tucson, Arizona 85756	Client name and address: City of New Orleans ("Client") 1300 Perdido Street New Orleans, Louisiana 70112
Services:	Exhibit (Exhibit attached hereto if box is checked): ☒ A: Over-the-Phone interpretation ☐ A -1: ClearLink® Telephones ☐ B: Translation and Localization ☐ C: Interpreter Training and Assessments ☐ D: On-Site Interpretation ☒ E: Video Remote Interpretation ☐ E - 1: Video Remote Interpreting Equipment ☐ E - 2: Voiance Language Services Connect - Telehealth ☐ F: Facilities
Voiance Language Services, LLC: By:  Print Name: <u>BEST TSEG-BOROW</u> Title: <u>VP CONTACT CTR. OPS.</u> Date: <u>7/5/2022</u>	City of New Orleans: By:  Print Name: <u>Latoya Contrell</u> Title: <u>Mayor</u> Date: <u>7/28/22</u>

Introduction. In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Formation.** This Professional Service Agreement ("Agreement") is formed between Vendor and Client.
2. **Services.** Pursuant to the terms of this Agreement, Vendor shall provide the Services to Client. The contract value should not exceed \$15,000 per year including any and all taxes, surcharges, penalty fees, interest charges, cost of living increases and any other fees not listed in this Agreement.
3. **Payment.** Client will be invoiced by Vendor and shall remit payment to Vendor within thirty (30) days of invoice date. Vendor will provide Client a one percent (1%) discount when payment is made via ACH within 10 days of invoice date. Vendor's preferred method of payment is by any electronic means, including automated clearing house (ACH) payment or wire, however checks and credit cards are accepted. Any third-party fees incurred by Vendor in the course of receiving or preparing to receive payment from Client, such as a third-party payment processing service, shall be applied to Client's next invoice, due and payable by Client in accordance with the provisions of this Agreement. Any payment Client fails to remit to Vendor as provided herein shall incur simple interest on all overdue amounts at the rate of one and one-half percent (1.5%) every thirty (30) calendar days.

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans

4. **Term and Termination.** This Agreement shall commence on June 1, 2022, and shall terminate one (1) year from the Commencement Date, unless otherwise provided in this Agreement or sooner terminated as provided elsewhere in this Agreement. This agreement may be terminated, without penalty, by either party upon thirty (30) days' written notice of termination to the other party. The "Termination Date" of this Agreement shall be the sooner of: (i) the date identified by the terminating party in that party's notice of termination to the other party, or (ii) the date on which Vendor terminates Client's access to Services.

4.1 **Survival.** Without limiting other provisions of this Agreement, obligations of the following sections shall survive the termination of this Agreement: 9 (Confidentiality/Prohibited Uses) and 20 (Arbitration).

4.2 **Termination for Non-Payment.** Vendor may suspend PIN(s) and terminate the account if payment is not received within 60 days of invoice date.

4.3. **Termination for Convenience.** The City may terminate this Agreement at any time during the term of the Agreement by giving the Vendor written notice of the termination at least 30 calendar days before the intended date of termination.

4.4. **Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

4.5. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the Vendor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

5. **Independent Vendor Relationship.** The relationship between the parties is that of independent Vendors. Neither party is an agent, partner or employee of the other party, and neither party has any right or any other authority to enter into any contract or undertaking in the name of or for the account of the other party, or to assume or create any obligation of any kind, express or implied, on behalf of the other party, nor will the acts or omissions of either party create any liability for the other party. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.
6. **Insurance.** Vendor shall maintain insurance against claims for injury to persons or damage to property that may arise from or relate to Vendor's performance of Services pursuant to this Agreement. All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. Upon Client's written request, Vendor shall furnish Client with copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer.

- 6.1. Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Damage (Rented Property)	\$1,000,000.00
Medical Expenses	\$10,000.00

- 6.2. Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

Errors and Omissions	\$5,000,000.00
Worker's Compensation	\$500,000.00

7. **Limited Liability.** Vendor shall provide Services in a professional and workmanlike manner utilizing translators, interpreters and/or other language professionals with skills and qualifications that meet or exceed the standards of the industry. Client understands and agrees that Services are inherently inexact disciplines and some discrepancies may arise despite Vendor's professional provision of Services. Client releases Vendor from any and all liability, other than liability that cannot be waived by law, for: (i) non-negligent errors made by Vendor in the provision of Services, and (ii) any failure of or interruption to Services due to the failure of any telecommunications facilities, gear, infrastructure, and/or similar equipment beyond Vendor's control. Beyond the limits of its insurance coverage, Vendor shall not be liable to Client for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Client's use of Services or any failure to connect to Services, if applicable, whether in contract or in tort, even if Vendor has been previously advised of the possibility of such damages. The foregoing limitation on Vendor's liability for damages shall apply even if any exclusive remedy provided for in this Agreement fails of its essential purpose.
8. **Background Checks.** Vendor, subject to any federal, state or local laws, rules or regulations which may limit any Vendor action otherwise required by this section, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to determine that no Vendor employee or independent contractor who shall perform any Services that permit physical, virtual or other access to Client's or its customer's premises, systems, networks or information at any time during the term of the Agreement, has been convicted of any felony or misdemeanor less than ten (10) years prior to becoming Vendor's employee (unless a lesser time period is required by law) involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution or crimes involving unlawful possession or use of a dangerous weapon. Vendor shall not permit any employee having such a conviction to perform any Services that permit such access during the term of the Agreement, subject to any federal, state or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole judgment of Client, said conviction has no reasonable relationship to the employee's fitness or trustworthiness to perform the Services. Vendor shall comply with obligations under this section through the use of a third party service which shall perform a review of applicable records for those counties, states and federal court districts in which a proposed Vendor employee has identified as having resided, worked or attended school in the searched time period. Notwithstanding any of the foregoing, exceptions for individual Vendor personnel may be granted by Vendor on a case-by-case basis.
9. **Confidentiality/Prohibited Uses.**
- 9.1. **Terms.** Neither party shall disclose the terms of this Agreement to any third party without the written consent of the other party, except: (i) as required by law, court order or governing legal authority, or (ii) for disclosure of the terms of this Agreement to a party's accountants, attorneys or similar representatives who are bound by an equal or greater obligation of confidentiality, or to the representatives of any prospective purchaser of a party who is bound by an equal or greater obligation of confidentiality. This paragraph shall survive indefinitely any termination or expiration of this Agreement.
- 9.2. **Confidential Information.** All information provided to Vendor by Client or its affiliates, subsidiaries or agents that is: (i) labeled as confidential and/or proprietary, or (ii) reasonably identifiable as confidential and/or proprietary is the confidential and/or proprietary information of Client (collectively, "Confidential Information"). Client retains all rights, title and interest in and to all of the Confidential Information provided to Vendor. Vendor agrees that it will only use Confidential Information in connection with its performance of its obligations under this Agreement. Vendor shall take reasonable precautions necessary to safeguard the confidentiality of Confidential Information. Vendor agrees to immediately notify Client in the event of any accidental loss or unauthorized access, use, disclosure or breach by it or any of its employees, agents or other permitted users of any Confidential Information. Vendor shall only disclose Confidential Information in response to the order, requirement or request of a court, administrative agency or other governmental body of competent jurisdiction, and Vendor shall provide prompt notice of such disclosure to Client.
- 9.3. **PHI.** Vendor shall apply safeguards to Personal Health Information ("PHI") in conformity with HIPAA and HITECH requirements.
- 9.4. **Prohibited Uses.** The following uses of Services are prohibited: (i) transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii) transfer of any information or technology in violation of any applicable law or regulation; (iv) violation of any

telecommunications law or regulation regarding the use of telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other prohibited messages; (v) making libelous or slanderous statement; and (vi) violation of any applicable statute or government rule, ordinance, law, regulation or similar edict. Client shall indemnify and hold harmless Vendor for any liability Vendor incurs arising out of or relating to Client's prohibited use of Services. This indemnity protection shall survive the termination of this Agreement. Without waiving any other remedy available to Vendor at law or in equity, Vendor may terminate this Agreement at any time following Client's prohibited use of Services.

10. **Safe Harbor.** Vendor agrees that it will fully and accurately satisfy its responsibilities, as provider of the Services, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and Medicare and Medicaid Patient and Program Protection Acts.
11. **Disbarment.** Vendor warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any federal agency.
12. **Solicitation of Personnel.** Neither party shall, directly or indirectly, knowingly solicit, induce, recruit or encourage, or cause another to solicit, induce, recruit or encourage, any person employed or engaged by the other party, whether as an employee or independent contractor, to terminate his or her engagement with the other party during the term of this Agreement and for the one (1) year period following the Termination Date.
13. **Marketing and Publicity.** Without obtaining prior written consent, no party may use the other party's name, trademarks, logos and/or service marks without complying with the other party's requirements for such use.
14. **Remedies.** The remedies in this provision do not replace or otherwise limit the remedies included elsewhere in this Agreement. Either Party may, in its sole and absolute discretion, terminate this Agreement upon the other party's breach or within ten (10) days of learning of the other party's breach. Any decision by either party to forego cancellation upon a breach by the other party shall not constitute a waiver of such party's right to terminate due to any subsequent breach.
15. **Notices.** All notices and communications must be in writing and will be effective upon receipt. Such notices shall be sent by registered or certified U.S. mail return receipt requested or by a nationally recognized overnight courier service, to the address set forth for such party herein, marked "Attn: Controller".
16. **Equal Opportunity.** In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), Vendor prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Vendor takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
17. **Living Wages.**
 - 17.1. **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.
 - 17.2. **Compliance.** To the fullest extent permitted by law, the Vendor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:
 - 17.2.1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
 - 17.2.2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
 - 17.2.3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.
 - 17.2.4. **Living Wage.**
 - A. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:
 1. \$11.19 per hour for any work performed on or before December 31, 2021;
 2. \$13.25 per hour for any work performed on or before December 31, 2022;
 3. \$15.00 per hour for any work performed on or before December 31, 2023; and

4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.
- 17.3. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.
- 17.4. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Vendor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subVendors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City Vendors and beneficiaries shall be deemed responsible for violations of this Article by their subVendors.
- 17.5. **Reporting.** On or before January 31st and upon request by the City, the Vendor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:
Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112
- 17.6. **Compliance Monitoring.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Vendor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Vendor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Vendor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Vendor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.
- 17.7. **Remedies.** If the Vendor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.
18. **Governing Law.** The performance of Vendor and Client under this Agreement shall be controlled and governed by the laws of the State of Louisiana, excluding conflicts of law provisions. The Vendor consents and yields to the Jurisdiction and venue for any dispute between Vendor and Client concerning this Agreement to the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on the account of the residence of the Vendor. Each of Vendor and Client hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.
19. **Arbitration.** The Parties agree that all controversies, disputes and/or claims arising out of or in any way related to the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to final and binding arbitration. The arbitration shall apply Louisiana law and shall comply with and be governed by the American Arbitration Association under its Commercial Arbitration Rules. The prevailing party in any such arbitration shall be entitled to an award of attorneys' fees, expert witness fees and reimbursement of all reasonable costs and other fees associated with the arbitration, unless the Parties stipulate otherwise. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction.
20. **Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.
21. **Severability.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the remainder of this Agreement. Instead, this Agreement will be construed as if it did not contain the illegal or invalid part, and the rights and obligations of the parties shall be construed and enforced accordingly.
22. **Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the

initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

23. **Force Majeure.** Notwithstanding any other provision of this Agreement, Each party shall be excused from performing any obligations under this Agreement, in whole or in part, as a result of delays or interference caused by an act of God, war, labor disputes, strikes, floods, lightning, severe weather, shortage of materials, failures or fluctuations in electrical power, heat, light, air conditioning, disruption of a line, service or program by a common carrier or billing services provider, disruption or malfunction of any data processing or telecommunications network, facility or equipment, third-party nonperformance, pandemic, or other cause beyond a party's reasonable control. Neither party however may obtain relief under this section if such party does not have a written disaster recovery/business continuity plan in place at the time of any force majeure event.
24. **Convicted Felon Statement.** The Vendor complies with City Code Section 2-8(c) and no principal, member, or officer of the Vendor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
25. **Independent Vendor.**
- 25.1. **Independent Vendor Status.** The Vendor is an independent Vendor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subVendors or agents to be an employee, partner, or agent of the City.
- 25.2. **Exclusion of Worker's Compensation Coverage.** The City will not be liable to the Vendor, as an independent Vendor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Vendor will not be considered an employee of the City for the purpose of Worker's Compensation coverage
- 25.3. **Exclusion of Unemployment Compensation Coverage.** The Vendor, as an independent Vendor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the Vendor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Vendor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Vendor are outside the normal course and scope of the City's usual business; and (c) the Vendor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.
- 25.4. **Waiver of Benefits.** The Vendor, as an independent Vendor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.
26. **Performance Measures.**
- 26.1. **Factors.** The City will measure the performance of the Vendor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).
- 26.2. **Failure to Perform.** If the Vendor fails to perform according to the Agreement, the City will notify the Vendor. If there is a continued lack of performance after notification, the City may declare the Vendor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Vendor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Vendor.
27. **Counterparts.** This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Signatures to this Agreement and any amendments hereto transmitted by any electronic

means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

28. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Vendor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Vendor fails to meet its contractual obligations.

29. **Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law, shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

30. **Compliance with City's Hiring Requirements – Ban the Box.**

30.1.1. The Vendor agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Vendor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.

30.1.2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Vendor notice of noncompliance and allow the Vendor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Vendor remains noncompliant, the City may move to suspend payments to the Vendor, void the Agreement, or take any such legal action permitted by law or this Agreement.

30.1.3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.

The Vendor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-Vendors to comply with those provisions.

31. **Entire Agreement.** This Agreement represents the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto. The parties agree that this Agreement represents the joint drafting of the parties. By signing below, the parties represent and warrant that neither is relying on any promise, guarantee or other statement not contained in this Agreement.

EXHIBIT A: OVER-THE-PHONE (OPI) SERVICES

Vendor shall provide Client (and to the Facilities) with Over-The-Phone Interpretation (“OPI”) Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages referenced below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor’s standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor’s standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor’s telephone interface or Vendor’s ClearLink telephones by entering a valid PIN. Client is solely responsible for the security of Client’s PIN and preprogrammed ClearLink telephones, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client’s PINs, Vendor shall promptly disable any such PIN upon Client’s request and issue a replacement PIN.

Client may be issued a Dedicated Toll Free Number (“DTFN”) and a four digit PIN in order for Client to access Vendor OPI Services. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to Client, its subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is responsible for securing their DTFN appropriately. Client must formally notify Vendor for research and credit consideration within thirty (30) business days from date of invoice containing said alleged unauthorized charges.

If Client chooses not to secure said DTFN with a PIN, then Vendor will not be held accountable for Client’s unsecured DTFN related charges that did not originate from the Client.

Languages: All available Vendor languages

Pricing and Fees*:

Interpretation Service Charges – Billed Monthly

OPI Interpretation	\$ 0.75	Per Minute
Third Party Added to Domestic Call	Waived	Per Minute
Third Party Added to International Call	Waived	Per Minute
Minimum Service Charge	\$ 25.00	Per Month, Per Billing Account

Maximum Funding Amount:

The contract value should not exceed \$15,000 per year including any and all taxes, surcharges, penalty fees, interest charges, cost of living increases and any other fees not listed in this Agreement.

EXHIBIT E: VIDEO REMOTE INTERPRETING (VRI) SERVICES

Vendor shall provide Client with video remote interpretation (“VRI”) Services. Client may access Vendor VRI Services using Vendor’s interface with Client’s own video equipment or Vendor’s FEU by entering a valid PIN. Client is solely responsible for the security of Client’s PIN as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client’s PINs, Vendor shall promptly disable any such PIN upon Client’s request and issue a replacement PIN.

FLEX ELITE UNITS (“FEU”). Vendor shall provide a successful test VRI connectivity and Vendor’s standard instruction in the use of the FEU in conjunction with VRI Services. Vendor shall provide reasonable over-the-phone technical support for each FEU at no charge to Client from 9am to 4pm MST (no DST) Monday through Friday, excluding holidays. FEU are covered under the manufacturer’s warranty, and Vendor does not provide service or repair. Client agrees to pay all shipping costs of FEU.

Interpretation Service Charges – Billed Monthly

VRI Interpretation – Spoken Languages	\$ 0.75	Per Minute
VRI Interpretation – American Sign Language	\$ 1.25	Per Minute

Languages Available 24/7

American Sign Language
Arabic
Brazilian Portuguese
Haitian Creole
French Creole
Mandarin
Russian
Spanish

Other Languages Available upon Request (subject to availability). Vendor reserves the right to update this list from time to time.

Burmese	Korean
Cantonese	Nepali
Farsi	Polish
French	Portuguese Somali
Hindi	Vietnamese
Japanese	

Activation Fee per hospital/facility location – First Month Only:

Waived