

AGREEMENT

Between

City of Santa Fe (SFPD)

And

CATHOLIC COMMUNITY SERVICES OF ARIZONA, INC. d.b.a.
COMMUNITY OUTREACH PROGRAM FOR THE DEAF

This agreement outlines the working arrangement between City of Santa Fe (SFPD) and Community Outreach Program for the Deaf, hereinafter called COPD, for sign language interpreters on an as needed basis.

REFERRALS:

City of Santa Fe (SFPD) is encouraged to request sign language interpreter services at least ten business days in advance, in non-emergency situations. Requests with less than 4 business days notice, and less than 24 hours notice (excluding weekends and holidays) will be charged at higher rates. No guarantee of service is made or implied under this clause.

City of Santa Fe (SFPD) will include in the verbal referral the name of the deaf consumer, location of interpreting assignment (exact address), name of a contact person for the interpreter, name of the individual authorized to approve payment for the service, and an appropriate telephone number and extension, nature of the assignment and anticipated length of assignment. Requests can be made 24/7 online at www.copdnm.org (Request an Interpreter tab), but will not be processed until regular business hours. Requests can be made via the following methods during business hours:

Phone: (505) 255-7636

Fax: (505)-924-7480

E-Mail: interpreterscheduling@copdnm.org

FEES:

COPD will bill City of Santa Fe (SFPD) on the 15th and last day of each month, unless City of Santa Fe (SFPD) and COPD negotiate a different billing frequency. Statements will list billed hours and services, mileage and total fee, including NM Gross Receipts Tax. Any outstanding balances are considered past due 30 days after the invoice date or when special arrangements are not met and may be subject to a late fee. Returned checks are subject to a \$25 fee.

Rates for Signed Language Interpreting Services:

| | Requested More Than 4 Days In Advance | Requested 4 Days to +24 Hrs In Advance | Requested Less Than 24 Hrs in Advance (excluding weekends & holidays) |
|---|--|---|---|
| 1. Business Hours Rate for Non-Emergencies (per assigned interpreter) Monday through Friday, 8:00 AM to 6:00 PM | \$75 /Hr | \$80 /Hr | \$85 /Hr |
| 2. Non-Business Hour Rate for Non-Emergencies (per assigned interpreter) Monday through Friday, 6:00 PM to 8:00 AM, weekends and holidays | \$85 /Hr | \$90 /Hr | \$95 /Hr |
| 3. Emergency Rates (per assigned interpreter)-charged portal to portal | | | \$100 /Hr |

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4. Trilingual interpreting, for which the interpreter must translate between sign language and two spoken languages (i.e. English and Spanish) will be charged an extra \$10.00 per hour added to the rates above.

COPD will be compensated for Interpreter Services with a minimum show up fee per interpreter equal to two hours at the relevant rate above. Services requested for more than two hours will be billed in 30-minute (1/2 hour) increments after the first two hours for scheduled appointments. A list of COPD designated holidays is available from the Interpreting Services Department.

Cancellations by either consumer, Deaf or non-Deaf, with less than 48 hours notice (excluding weekends and COPD holidays) will be billed at the full time requested or the minimum show up fee, whichever is greater. If either party, the Deaf or non-Deaf consumer, does not show up for the scheduled appointment, the request for services is considered a last minute cancellation and will be billed at the full time requested or the minimum show up fee, whichever is greater. In the event that an employee of City of Santa Fe (SFPD) dismisses the interpreter before the scheduled end time for any reason, the interpreter may not be available to be recalled to the assignment, and the show up fee or full requested time will be billed, whichever is greater. If the interpreting assignment requires the interpreter to travel outside of a 30-mile radius from COPD, the fee for services will be charged at the full time requested or the minimum show up fee, whichever is greater, plus travel time, per interpreter, and a "trip charge" will be assessed based upon mileage at the federal rate.

The buyer City of Santa Fe (SFPD) desires to maintain a credit account with Catholic Community Services (CCS) and agrees to the following Terms, Charges and Conditions.

Payment: City of Santa Fe (SFPD) agrees to pay CCS for all interpreting services on open account on or before 30 calendar days following the date of the invoice. Payment shall be sent to Community Outreach Program for the Deaf Accounting Department c/o VCD located at 5025 E Washington Street Suite 114, Phoenix, AZ 85034

EMERGENCY REFERRALS: (This section ONLY applies to organizations which provide emergency medical, mental health or legal services)

Emergency referral is defined as an interpreting assignment involving threat to life or quality of life, or urgent medical condition requiring immediate medical/mental health care, or urgent legal situation requiring immediate intervention by law enforcement officers.

For emergency situations, City of Santa Fe (SFPD) will call COPD during business hours at (505) 255-7636 with all the pertinent information stated for regular referrals. During non-business hours (nights, weekends, and holidays), City of Santa Fe (SFPD) will call the Community Outreach Program for the Deaf answering service at (505)857-3642 in Albuquerque, and (888) 549-7684 in Santa Fe. This call will activate COPD's emergency sign language interpreter service.

VIDEO INTERPRETING:

Video Interpreting (VI) is an option for interpreting services via videoconferencing technology. Video Interpreting is offered on a scheduled basis or on an as needed basis for appointments less than one hour or in areas outside of a 50-mile radius from COPD where both the Deaf consumer and City of Santa Fe (SFPD) agree to the service.

VI services are provided in 5 minute service units at the rate of \$2.50 per minute. Actual call minutes will round up to the next service unit. There is a \$25.00 minimum charge for VI Services.

STUDENT OBSERVATIONS:

COPD is a training site for student interpreters. COPD may send a student interpreter to observe the qualified interpreter on-the-job. Student interpreters agree to adhere to the RID Code of Ethics and the same standards of behavior as the qualified interpreter. If you are opposed to such training during your assignments, please notify COPD at the time of your request.

Nothing in this Agreement shall be construed to alter or impair the separate legal identity and status of each party, it being distinctly understood and agreed that the management and governing body of each party shall have exclusive control of the management, assets and affairs of their respective institutions. Nothing in this Agreement shall be construed as limiting the rights of either party to affiliate or contract with any other agency or facility on either a limited or general basis while this Agreement is in effect.

Neither party shall use the name of the other in any promotion or advertising unless reviewed and written approval of the intended use shall be obtained from the party whose name is to be used.

AGREEMENT TERMS/CANCELLATION:

This agreement shall be effective September 1, 2016 and shall continue in effect as an open purchase authorization, subject to termination or modification by either party upon thirty (30) days written notice. The Agreement shall be automatically terminated should either party fail to maintain its licensure or certification as required by applicable federal and state laws.

City of Santa Fe (SFPD)

~~PRINT NAME: _____~~

~~SIGNATURE: _____~~

~~DATE: _____~~

~~PHONE: _____~~

CATHOLIC COMMUNITY SERVICES dba
Community Outreach Program for the Deaf

PRINT NAME: Laquellina Basal

SIGNATURE: [Signature]

DATE: 6-21-17

CATHOLIC COMMUNITY SERVICES OF ARIZONA, INC. d/b/a COMMUNITY
OUTREACH PROGRAM FOR THE DEAF ("COPD")
AND THE CITY OF SANTA FE ("CITY") ADDENDUM

INDEMNIFICATION

The COPD shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from COPD's performance under this Agreement as well as the performance of COPD's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the COPD. The City's decision as to whether sufficient appropriations are available shall be accepted by the COPD and shall be final.

THIRD PARTY BENEFICIARIES

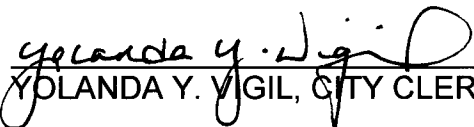
By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the COPD. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

01/30/2018

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 1/23/18
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 1.29.18 AM
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:

2057, 50310