



DEAF LINK

Video Remote Interpreting Services Agreement

DEAF LINK® Inc. and Wise County, Texas (Customer) agree to the following terms and conditions for the provision of Video Remote Interpreting (VRI) services and Over the Phone Interpreting (OPI).

Terms and Conditions

- Term and Termination** – This contract will become effective on the 13th day of June 2023 and will continue in effect for (1) year. This agreement shall automatically renew at the end of each year unless either party gives written notice of its intention not to renew 30 days before expiration of that term. Services and billing will commence on the contract effective date. Customer agrees that all charges incurred shall be paid within fifteen days of termination.
- Authorized Usage of Services** – **A.** Customer agrees to be fully and solely responsible for all services and charges obtained using its Interpreter Access Account (IAA) whether or not authorized. **B.** Customer shall use provided interpreting services only for its own internal purposes and shall not re-sell services obtained under this contract. **C.** Each party agrees to indemnify and hold harmless the other party, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of the first party's directors, officers, affiliates, employees and agents.
- Invoices, Charges and Payments** – **A.** The rates and charges in Attachment 1 shall be applied to all services rendered. **DEAF LINK® Inc.** shall give customer at least thirty (30) days written notice of any rate increase. **B.** **DEAF LINK® Inc.** shall invoice Customer at least once a month for all services requested using the Interpreter Access Account (IAA). **C.** Customer shall make payment upon receipt of invoice. After thirty (30) days from the date of invoice, **DEAF LINK® Inc.** reserves the right to assess a late payment penalty of 1.5% of the invoice total. After sixty (60) days from the date of invoice, **DEAF LINK® Inc.** will refer all invoices to collections. A \$25.00 charge will be assessed on all invoices referred to collection and all checks that are returned. **D.** Customer agrees that any restrictive endorsements, releases or other statements on, or accompanying checks or other payments accepted by **DEAF LINK® Inc.** shall have no legal effect.
- Confidentiality** – **DEAF LINK® Inc.** shall take reasonable measures to ensure that all communications which are interpreted remain confidential.

Video Remote Interpreting Services Agreement (cont'd)

5. **Scheduling - DEAF LINK®** requires no scheduling for regular use except in the following situations: classes, seminars, workshops, lectures or group meetings last over one hour. In this case please schedule these events as far in advance as possible with at least a three working day notice. These events require a team of two interpreters to insure the best quality interpretation and the physical welfare of the interpreters. Per minute charges will be charged per interpreter at the stated rate for the duration of the event.

Additional Terms

- A. **DEAF LINK®**, Inc. and Customer shall be excused from any act, omission or obligation to perform under this Agreement when such failure or default is caused by an act of God, fire, earthquakes, floods, strikes or labor disputes, war, riot, insurrection or other causes beyond its reasonable control.
- B. All notices provided in connection with this agreement shall be in writing and shall be delivered by mail to the address listed in Attachment 2.
- C. No waiver shall be effective unless it is in writing. The failure of a party to require performance under any provision of this Agreement shall in no way affect the right of such party to require full performance at any subsequent time.
- D. Any equipment and internet connectivity is the sole responsibility of the Customer. If the equipment is still within warranty contact your point of purchase for assistance.
- E. Other than specifically authorized; this agreement may not be amended, modified or supplemented at any time, except in writing signed by the parties.
- F. This Agreement shall be deemed severable and if any portion shall be held to be invalid for any reason, the remainder shall not be deemed invalid but shall remain in full force and effect.
- G. The foregoing, with the attached and completed Attachments 1,2,3, and the signature page constitutes the entire agreement between the parties pertaining to the subject of this Agreement and supersedes all prior writings, conversations, understandings and agreements.
- H. The construction, interpretation and performance of this agreement shall be governed by the laws of the state of Texas.
- J. Fees and charges listed in this agreement are for the Interpreter Access Account(s) listed in Attachment 1.

Video Remote Interpreting Services Agreement (cont'd)

Attachment 1

**DEAF LINK® Service Agreement
Rate and Fee Schedule**

Plan/Hours Covered	24/7/365 plan
Rate per minute for all Video minutes	\$3.25
Rate per minute for all Audio minutes	\$1.25
Minimum billed minutes per call	0
Setup fee (one-time charge included in first billing cycle)	\$150.00

Video Remote Interpreting Services Agreement (cont'd)

Attachment 2

DEAF LINK® Service Agreement
CUSTOMER INFORMATION

- Company: Wise County, Texas
- Contact Name: Jennifer Klemke
- Address: 205 N State St
- City/State/Zip: Decatur TX 76234
- Telephone Number: 940-627-5870
- Fax: na
- Billing Address: PO Box 899
- Billing City, State, Zip: Decatur TX 76234
- Billing contact (name): Ann McCuiston
- Billing Contact email: auditor@co.wise.tx.us
- IT Dept. contact person (required) Steven Melton
- IT Dept. phone number (required) 817-919-1096
- IT Contact email: steven.melton@co.wise.tx.us

Video Remote Interpreting Services Agreement (cont'd)

Attachment 3

Deaf Link® Technical Requirements

Network

A sufficiently fast broadband Internet connection is required to use the VRI service. Most broadband connections have sufficient download bandwidth for video. However, since VRI is two-way communication, upload bandwidth should be equal to the download bandwidth. Upload speeds should be verified with the Internet service provider before installation. Deaf Link recommends a minimum of 5Mbps up and down.

The throughput required depends not only on the raw connection speed, but also on the utilization of the bandwidth available. The Network Administrator should be consulted prior to installation to determine if this may be a problem. Any issues with connectivity or picture quality should be reviewed with your IT staff.

Wireless connectivity may be feasible depending on the bandwidth, location of Wireless Access Points in your facility and the robustness of your wireless network, however, if you choose to use a wireless network it is highly recommended that you designate several places throughout the facility that internet can be accessed through hardwired internet connections in the event that the wireless network is either down or not functioning well enough to support video.

Video Remote Interpreting Services Agreement (cont'd)

DEAF LINK, Inc.
Signature Page

In witness whereof, the parties have executed this Agreement this 14 day of
August, 2023.

Customer:
Wise County, TX

By: [Signature]

JD Clark
Print Name

County Judge
Title

Date: 8-14-23

DEAF LINK® Inc.

By: [Signature]

Glenn E. Shell
Print Name

Chief Operating Officer
Title

Date: July 20, 2023

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1048675

Date Filed:
07/20/2023

Date Acknowledged:
8-15-23

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Deaf Link, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wise County Office of Emergency Management

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
DI -VRI-1
American Sign Language Video Remote Interpreting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is GLENN E. SHELL, and my date of birth is 4/26/1958

My address is 14400 NORTHBROOK DR, SAN ANTONIO TX 78732 USA
(street) #200 (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BEXAR County, State of TEXAS, on the 20th day of July, 2023
(month) (year)

Glenn E. Shell
Signature of authorized agent of contracting business entity
(Declarant)