

CONTRACT FOR TRANSCRIPTION SERVICES

This agreement is made on _____, 2023, by and between iMedat, LLC (hereinafter referred to as “transcriptionist”) whose principal place of business is located at 1407 Bentley Dr., Warrington, PA, 18976 and the City of Marquette (hereinafter referred to as “client”) whose principal place of business is located at 300 West Baraga Avenue, Marquette, MI, 49855.

WHEREAS, client desires to retain the services of transcriptionist for the transcription of dictation generated by client;

WHEREAS, transcriptionist wishes to transcribe dictation generated by client;

Now, therefore, transcriptionist and client agree as follows:

1. **Independent Contractor.** In performing services required by this agreement, transcriptionist shall be acting as an independent contractor and neither it nor its contractors shall be considered employees of client.

2. **Compensation.** Both the transcriptionist and the client agree to the following:

- A. Payment for services rendered shall be based on \$45.00 per hour for transcription services. Accounts not paid within thirty days from the invoice date will be subject to a late charge of 1.5% per month, APR 18%. Payment shall be made by check delivered to transcriptionist’s principal place of business located at 1407 Bentley Drive, Warrington, PA 18976.
- B. Payment for services are not to exceed \$5,000 per year for the duration of the agreement.

3. **Duration of Agreement.** This agreement shall be in force and effect for a period beginning upon the expiration of the current Contract for Transcription Services – which expires on September 30th, 2023 - until September 30, 2024, but may be terminated by thirty (30) days advance written notice by either party to this agreement.

4. **Duties and Responsibilities.** Both the transcriptionist and the client agree to the following:

- A. Designate a person within their respective organizations who shall have the responsibility for coordination of assignments.
- B. Consult and cooperate with each other in establishing mutually acceptable standards regarding the transcription of dictation, handling the requests for

dictation, and billing procedures and any other matters incidental to carrying out the provisions and purposes of this agreement.

- C. Services requested by client will consist of three (3) regularly scheduled meetings per month and possible scheduled "special meetings." Client may decline to use these services prior to any given meeting, and client will provide notice to decline transcription services for a meeting at the earliest opportunity but not less than two (2) hours prior to scheduled meeting time.

Transcriptionist further agrees as follows:

- A. To provide delivery of transcription within five (5) business days following a meeting at which services were provided.
- B. To review transcription prior to delivery to client to ensure that the quality of the service rendered meets the highest standards established by transcriptionist.

5. Non-exclusivity. It is understood by and between the parties that no agency is created by virtue of this agreement or otherwise between the parties, and that transcriptionist shall not in any respect act as an agent for client, but shall at all times act as an independent contractor.

It is further understood and agreed between the parties that transcriptionist may contract with other entities for its services, it being understood and agreed between the parties that this agreement shall not be exclusive to these parties.

6. Confidentiality. Transcriptionist agrees that it will not, during the term of this agreement or at any other time, furnish to any individual, firm, or corporation other than client any information as contained within the transcription, or any information of any kind or nature pertaining to the nature of services governed by the terms of this agreement.

Transcriptionist further agrees that it will not divulge any confidential information contained within the parameters of the dictation. And, will strive, at all times, to ensure confidentiality and will not disclose any of the information contained within the transcribed material to any third party to this agreement.

7. Data storage. After submittal of transcribed meeting minutes to client, transcriptionist will delete digital voice recording of said meeting at such time as specified by client or after 30 days, whichever comes first. Transcriptionist will retain no copy of voice recording more than 30 days unless specifically requested to do so.

All electronically stored text will be retained by transcriptionist for thirty (30) days after termination of this agreement and then will be permanently deleted. If the client requests copies of the text, it will be responsible for all reasonable reproduction costs.

8. **Construction.** This agreement shall be construed under the laws of the State of Michigan.

9. **Integration.** These terms and provisions constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter of this agreement.

10. **Amendment.** This agreement may be amended at any time by mutual agreement of the parties hereto; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

Date: 8/31/2023

iMedat, LLC.

Donna Littrell
BY: Donna Littrell, Partner

City of Marquette, Michigan

Date: _____

Cody O. Mayer, Mayor

Date: _____

Kyle Whitney, Clerk

APPROVED AS TO CONTENT

Date: _____

Karen M. Kovacs, City Manager

APPROVED AS TO FORM

Date: _____

Suzanne Larsen, City Attorney