

**Service Agreement**

**Proposal Prepared Exclusively For**

**Boone County Schools**

**Onsite Interpreting, OPI/VRI and Translation Services**

**December 10, 2018**

**Cy Zack**

**Account Executive**

**cy**@affordablelanguages.com

513.618.0030

Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the region’s 1st Choice Language Service Partner.  Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our core values reflect our approach to service and underscore important aspects of our business approach.

* **Take Care of the Customer First**
* **Do What We Say We Will Do**
* **Show Respect and Compassion to Everyone**
* **Embrace Change**
* **Pursue Excellence**
* **Cultivate Teamwork**
* **Get the Job Done**
* **Do the Right Thing**
* **Own It!**
* **Love What You Do**

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of the Boone County Schools. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

**SCOPE OF SERVICE (Specific to this Agreement)**

* On-Site Interpreting
* Telephonic interpreting
* Video remote interpreting
* Translation

Our proposed Service Agreement, based on current conversations, will be valid for execution through January 15, 2019. Should service(s) be agreed upon, our agreement will be in place for 2 years from the time of execution.

**Interpreting Services**

Affordable Language Services will provide Boone County Schools with access to Interpreting Services for communication needs. You need to make sure your Staff can communicate effectively with students, family members and each other.

We make this process simple with customized solutions:

* **On-Site Interpreter**
* Interpreters are vetted to meet defined standards of performance
* Boone County will have access to schedule interpreting appointments through a dedicated team at Affordable Language Services as well as credentials for accessing, scheduling and monitoring appointments on our dedicated scheduling platform
* Customized reporting is available regarding Interpreter scheduling and usage
* **Telephonic Interpreting (Over-the Phone)**
* We provide a dedicated access number with live, over-the-phone language Interpreter services
* On-demand access for approximately 175 languages
* Remote Interpreters are accessible to Boone County facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS. Calls are routed to interpreters who specialize in medical interpretation
* Facility and work phone numbers for Boone County (any number that you would like—including staff cell numbers if needed) are added to a pre-authorized database associated with your account, effectively bypassing the need to enter a PIN number for each call -they can be managed and disabled, in the event of any change
* We will create a customized Quick Access Language List to reflect the top languages requested by locations for Boone County. This would be an option that asks the caller to “press 1 for Spanish, press 2 for Arabic,” etc
* It is possible to establish a separate PIN number for any entity (location or specific user) resulting in usage tracking
* **Video Remote Interpreting (VRI)**
* Video Remote Interpreting can be accessed for American Sign Language

as well as spoken needs for the following languages: Arabic, Chinese Mandarin, French, Haitian Creole, Italian, Kirundi, Korean, Spanish, Swahili, and Vietnamese.

**INTERPRETING SERVICES**

**Service Agreement**

|  |  |  |  |
| --- | --- | --- | --- |
| **SERVICE** | **MINIMUM HOURS** | **REGULAR HOURS**  | **AFTER****HOURS** |
|  |  | Monday – Friday 8am-5pm | Weekends and after hours |
| **Consecutive, On-site Spoken Languages, Non-Certified Medical/Other****Core Languages** | 1 | $45 | $55 |
| **Consecutive, On-site Spoken Languages, Non-Certified Medical/Other****All other Languages** | 2 | $50 | $60 |
| **Consecutive, On-site****American Sign Language** | 2 | $69 | $79 |
| **Telephonic** **(OPI for all spoken languages)** | 1 minute | $1.09/min | $1.09/min |
| **Video Remote Interpreting****(7 spoken Languages)** | 1 minute | $1.39/min | $1.39/min |
| **Video Remote Interpreting****(American Sign Language)** | 1 minute | $1.59/min | $1.59/min |

* Interpreters are vetted to meet defined standards of performance
* After hours rate will apply to all times outside of Business Hours, and will include holidays (New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day)
* Cancellation Fee: if cancelled with less than 8-hour notice (dependent upon business hours, as defined above), the minimum fee will be charged
* Rush Fee: if appointment is scheduled with less than 8-hour notice (dependent upon business hours, as defined above), the after-hours rate will apply
* If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments.
* Mileage, if requested by the interpreter, will be billed at the current federal rate.
* Core Languages: Spanish, Russian, Chinese Mandarin, Arabic and French

**Translation:**

**Document Translation**

Our goal is to ensure that your carefully chosen words are translated as you intended. We will provide innovative solutions that make it easy, with an approach consisting of a professional Linguist, Machine Translation or a Combination:

* Rapid Turnaround Time
* Secure Client Portal
* Strong Quality Management System for Internal Processes and Linguist Management & Quality Results
* Efficiency and Cost Effectiveness with Future Projects Through Utilization of Translation Memory
* In-Country Linguists

**Affordable Language Services -Translation Scope**

* Document Translation
* Transcription (Service is quoted per Project)
* Subtitling (Service is quoted per Project)
* Dubbing (Service is quoted per Project)
* Website Localization (Service is quoted per Project)

Each service is unique and requires separate pricing strategies.

All Translation Projects are quoted by individual project and will be based on strategic pricing. Boone County will benefit from compounding discounts based on match rate over time. This is accomplished through Translation Memory, accessible and buildable by language and across departments within Boone County. We have included pricing for Document Translation, the below table outlines cost as it relates to elements of translation and should be used as a guideline. Specific projects may require additional attention, depending on source file type, post translation formatting, and unique project requirements.

**Document Translation Services – Pricing**

# Translation Pricing

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Initial Per Word** | **Translation** | **Revision** | **100% Match** | **95-99% Match** | **75-94% Match** | **Min Fee** |
| Group 1 | $ 0.214 | $ 0.152 | $ 0.075 | $ 0.046 | $ 0.076 | $ 0.114 | $ 75.00 |
| Group 2 | $ 0.239 | $ 0.164 | $ 0.075 | $ 0.049 | $ 0.082 | $ 0.123 | $ 75.00 |
| Group 3 | $ 0.252 | $ 0.177 | $ 0.075 | $ 0.053 | $ 0.088 | $ 0.133 | $ 75.00 |
| Group 4 | $ 0.264 | $ 0.189 | $ 0.075 | $ 0.057 | $ 0.095 | $ 0.142 | $ 85.00 |
| Group 5 | $ 0.302 | $ 0.214 | $ 0.100 | $ 0.064 | $ 0.107 | $ 0.161 | $ 100.00 |

**Language Groups:**

Group 1 Languages: Chinese (Simplified), Spanish, Vietnamese

Group 2 Languages: Arabic, Nepali, Russian, Dari, Malay, Punjabi, Tagalog, Tajik, Thai, Ukrainian, Urdu, Uzbek

Group 3 Languages: Portuguese (Brazil), Portuguese (Portugal), Turkish, Bulgarian, Croatian, Hungarian, Ilokano, Moldovan, Swahili, Tatar, Turkmen

Group 4 Languages: Chinese (Traditional), French, Greek, Italian, Japanese, Korean, Albanian, Armenian, Belarusian, Bengali, Bosnian, Burmese, Czech, Farsi, Filipino, Gujarati, Hindi, Indonesian, Japanese, Kannada, Kyrgyz, Lao, Latvian, Lithuanian, Macedonian, Marathi, Oromo, Pashto, Polish, Romanian, Sanskrit, Serbian, Slovakian, Slovenian, Somali, Telugu, Tswana (Setswana)

Group 5 Languages: Dutch, French (Canadian), German, Hebrew, Afar, Afrikaans, Amharic, Assamese, Azerbaijani, Catalan, Chin Hakha (Lai), Chuukese, Danish, Divehi (Maldivian), Dzongkha, Estonian, Finnish, Flemish, Haitian Creole, Hausa, Hmong, Icelandic, Igbo, Irish, Karen, Kazakh, Khmer (Cambodian), Kinyarwanda, Kirundi, Konkani, Kurdish, Lingala, Malagasy, Malayalam, maltese, Mandingo (Mandinka), Mongolian, Ndebele (N), Ndebele (S), Norwegian, Oriya, Sepedi, Sindhi, Sinhala, Sotho (Sesotho), Swedish, Tebetan, Teso (Ateso), Tigrinya, Tongan, Tooro, Tsonga, Twi, Venda, Wolof, Xhosa, Yoruba, Zulu

**Standard Delivery**:

* Delivery in 3-5 business days for up to 4000 words
* Add 1 business day for each additional 1500 words

**Expedited Delivery:**

* Delivery in 24-48 hours is possible for translation of certain documents, but revision by a second Linguist may not be possible due to time constraints
* Expediated delivery will result in a 35% rush fee

**Desktop Publishing (DTP):**

* Desktop publishing will be charged at a rate of $60.00 per hour for document recreation and formatting. This may apply to documents like brochures and posters where formatting is necessary due to text expansion/contraction. This may also apply to documents in PDF format if recreation is necessary

**INVOICING INFORMATION**

We want to make sure we provide accurate Invoicing for your organization! Please review the fields below and we will discuss your specific requirements, ensuring your information goes to the right contact with the necessary information all the time!

|  |
| --- |
| **CUSTOMER INFORMATION**  |
| Company Name: | Billing Address – please list if different than address on left |
| Address: | Billing Address: |
| City: State: Zip | City: State: Zip |
| Client Contact for Services: | Client Contact for Billing: |
| Phone #: | Phone #: |
| Email Address: | Email Address: |
| Fax #: | Fax #: |
| Preferred Method of Payment: Credit card |  |

|  |
| --- |
| **INVOICE FIELDS –** Please select if these fields are required to be shown on invoices |
| PO Required?: | Other (please specify):  |
| Cost Center Code(s) Required?: | Other (please specify):  |
| Case Number Required?:  | Other (please specify):  |
| Suite/Department Required?: | Other (please specify):  |

**ONLINE ACCESS**

Please list below any staff that will need online access to our software. There is Basic Access, which will allow job viewing or entry only, or Admin Access, which will allow job viewing and entry, as well as financial and reporting access. The Account Executive can provide training on the software to assist the team.

|  |  |
| --- | --- |
| **Interpreter Intelligence**  | **Interpret Manager – OPI/VRI** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NAME** | **PHONE** | **EMAIL** | **ACCESS LEVEL**  | **NEEDED** |
|   |  |  |  Basic |  Admin |
|   |  |  |  Basic |  Admin |
|   |  |  |  Basic |  Admin |

**Signature Page**

By signing I agree to have read and agree to all pricing and conditions in this document.

**Affordable Language Services Boone County Schools**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Company Terms & Conditions**

1. DEFINITIONS
“Company” means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

“Client” means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

1. LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK
In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period of time: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary (“Non-Subjective Errors”). All changes requested by the Client other than non-subjective errors or omissions will be subject to additional charges.
2. INVOICES, CHARGES AND PAYMENTS
Payment terms are Net 15. A finance charge will be assessed on all unpaid balances outstanding for over 30 days at the rate of 1-1/2% per month. A $50.00 charge will be assessed on all invoices referred to collection and on any check returned by bank for any reason.
3. NONSOLICITATION
Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company.

Client may avoid this restriction upon payment of a one-time fee of $5,000.00 provided that before directly hiring any employee or contractor of the company the client must first notify the company of such desire. If the client wishes to pursue hiring any contractor/employee of company, the client is required to inquire of the company management before any communication, even speaking, to said contractor/employee regarding possible direct employment. A client breaching this prohibition can be held liable to the company in a court of law or equity and be required to pay to the company financial damages, the court costs, and attorney’s fees the company incurs in enforcing this prohibition.

1. CONFIDENTIAL INFORMATION
Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company’s services nor the fees charged for such services.

1. RETENTION OF SOURCE MATERIALS AND WORK PRODUCT
Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option.
2. CLIENT’S DUTIES AND OBLIGATIONS
Purpose and Use of Work
Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing or publication. Client shall cooperate with Company when additional information or collaboration is needed, and shall accept liability for any delays resulting from a failure to cooperate.

Certifications
The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e. medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.

Intellectual Property Rights
The Client represents and warrants that it owns or has obtained all necessary rights, title and interest, in and to the source material(s) to be worked on by Company, including and without limitation all applicable copyrights, trademarks or service marks, or licenses. The Client shall indemnify and hold Company harmless from and against any claims of any person or entity arising out of any challenge to the Client’s rights to, or use of, the any materials, any allegation of infringement or violation of a third party’s rights, or any other circumstances calling into question the accuracy and truth of the Client’s representations and warranties.

1. LIMITATION ON WARRANTIES AND COMPANY’S RESPONSIBILITY FOR DAMAGES
Company’s sole obligation with respect to any Non-Subjective Error in its work product is to correct such error at no cost to Client. No liability is assumed by Company for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. Unless otherwise agreed to in writing by the Company, Company MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, including but not limited to the availability or timeliness of the performance of any service. In no event shall Company be liable to Client for any consequential, indirect, punitive, incidental or special damages.
2. INDEPENDENT CONTRACTOR
The parties agree that Company’s relationship to Client is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship.
3. INDEMNIFICATION
To the extent permitted by Kentucky Law, client shall indemnify and hold harmless Company for any and all claims, actions, demands, losses, costs, expenses, liabilities, penalties, and damage which Company may incur or suffer as a result of Client’s use, misuse or non-use of Company’s services.
4. SEVERABILITY
If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.
5. 14TERMINATION

Client may terminate services by providing 30 day written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms in section 3.

1. WAIVER
No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.
2. GOVERNING LAW
The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Ohio, without regard to its conflict of laws rules.
3. COMPANY’S RELEASE OF INTELLECTUAL PROPERTY RIGHTS
Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.
4. DISPUTE RESOLUTION

Any and all disputes that cannot be resolved informally must first be subject to mediation between the parties and a third-party mediator of the parties’ choosing.  If mediation fails to resolve the dispute, then the parties shall submit the dispute to binding arbitration using an arbitrator of the parties’ choosing, and utilizing the rules of the American Arbitration Association.  All mediation and arbitration is to take place in Hamilton County, Ohio.  The costs of all processes are to be shared equally between the parties.