

PROFESSIONAL INTERPRETER / TRANSLATOR
CLIENT SERVICES AGREEMENT

This Professional Interpreter/Translator Client Services Agreement is made and entered into by and between **Access Language Solutions, Inc.**, a Kentucky corporation with principal offices at 299 Owsley Avenue, Lexington, Kentucky 40502 (hereinafter referred to as “ALS”), and **XXXX** (hereinafter referred to as “Client”):

RECITALS:

Client desires to retain ALS to provide language interpreter and/or translator services, and ALS desires to provide such services to and for the benefit of Client; and

ALS and Client desire to enter into this Agreement to document their several covenants and agreements.

AGREEMENTS:

In consideration of the foregoing recitals, the covenants and agreements hereinafter set forth, and the mutual benefits to be derived therefrom, the receipt and adequacy of which are hereby acknowledged, ALS and Client, intending to be legally bound, hereby covenant and agree as follows:

1. Scope of Services The services and tasks to be performed by ALS through its contractors and/or employees, and for which ALS is to be compensated by Client, shall include performing on-site face-to-face or over-the-phone/video foreign language oral interpretation for employees and patients/clients, and patients'/clients' family members (the “Services”). ALS can perform translation of written documents upon separate request from client to ALS
2. Term of Contract The term of this Agreement shall commence on the date of later execution of this Agreement by ALS and Client, and shall continue until terminated by either party in accordance with Section 8 or 9, below.
3. Time of Beginning and Completion of Services Client’s representative shall contact ALS when pre-scheduled onsite/phone/video Services are required at scheduling@accesslanguagesolutions.org, via online services request form found in the Executive Director’s email signature or by entering the Client’s Boostlingo account and filling out a request for services. See the Executive Director’s email sign signature for a video showing how to get into your Boostlingo account. Client shall provide ALS with detailed information, including location, number of interpreters required, date services to be provided, an approximate beginning and ending time for the Services requested, and contact information for the Client’s requestor. After services are provided, the interpreter will check in with both client/patient and provider to be sure services are no longer needed and then leave premises or terminate the phone/video call.

If Client should desire to use on-demand phone or video services, instructions will be given to access such services via phone or computer/laptop/tablet. Frequently requested languages are available 24/7 and less frequently requested are available during the business hours of 8am to 8pm

EST. Pre-scheduled phone/video services are recommended for rare language to guarantee connection.

If Client requests service via email or online form, ALS may telephone the Client to obtain the patient/client name in order to ensure HIPAA compliance.

If client needs translation of written documents, Client shall submit a request online (ALS website) or via a Document Translation request form (see Executive Director's email signature) for those different services.

4. Compensation for Services As compensation for the Services rendered from time to time by ALS, Client shall pay ALS an amount equal to forty-five U.S. Dollars (\$45) per hour (billed in one-quarter hour increments, with a two-hour minimum) for any and all time that a contractor or employee representative of ALS is on site providing or waiting to provide the Services. Time past the 2-hour mark shall be billed in 15-minute increments. Additionally, if interpreter is required to travel outside his/her county of residence, client shall pay mileage expenses at the then current IRS rate per mile after the first 20 miles driven, round trip. If the patient/client fails to appear, or if an appointment is cancelled with less than one full business days' notice, Client will pay ALS the sum of ninety U.S. Dollars (\$90). Assignments filled virtually are compensated at forty five U.S. Dollars (\$45) per hour with a one (1) hour minimum. Such payments shall be full compensation for work performed and/or services rendered and for all supervision, labor, supplies, materials or equipment, and for all other expenses and incidentals necessary to perform the Services.

Should the client need over-the-phone/video on-demand interpreting services in spoken or American Sign Language, compensation shall be at one U.S. Dollar (\$1.00) per minute for spoken language and one U.S. Dollar and fifty cents (\$1.50) per minute for American Sign Language. Pre-scheduled phone and video assignments are recommended for rarer languages and are compensated at one U.S. Dollar and fifty cents (\$1.50) per minute with a one (1) hour minimum.

For document translation services, rates depend on the language requested and will be determined on a case-to-case basis prior to providing the service, but within a range of \$.20 to \$.40 per word.

Rates are subject to change on an annual basis upon written notice of any such change to be provided to Client at least thirty (30) days prior to any such change.

5. Payment for Services Except as otherwise agreed in writing from time to time, ALS shall submit a bimonthly invoice for the compensation payable under this Agreement for Services performed during the preceding period. Each invoice shall provide a detailed description of the Services performed during the preceding time period, the number of hours spent performing such services, and any reimbursable costs and expenses incurred in connection with such Services separately agreed to, if any. Payment terms shall be net thirty (30) days following Client's receipt of an ALS invoice, with interest accruing at a rate of 1 1/2% per month for any late payment. A 4% service fee is added to the invoice should the Client wish to pay via credit card.

6. Interpreters and Translators Interpreters and translators of ALS that will be providing the Services may be employees or independent contractors. Such interpreters and translators shall remain impartial, and shall not engage in conduct that gives the appearance of partiality. Interpreters will have a minimum of 40 hours training in medical/community interpreting, documented independent language assessments, whenever possible, in all working language pairs and will have signed a Confidentiality Agreement.

For translators they will be certified by the American Translator Association, whenever possible, and qualified and experienced translators when not.

Each interpreter and translator shall be pre-qualified by ALS. All non-certified interpreters and translators will be required to complete a minimum of four (4) continuing education units each year.

7. Confidentiality ALS shall not, and interpreters and translators of ALS shall not, without the prior written consent of Client, disclose to third parties any information received in connection with the Services unless (i) the information is known to ALS prior to receiving the same directly or indirectly in connection with the Services; (ii) the information is in the public domain at the time of disclosure by ALS; or (iii) the information is received by ALS from a third party who does not have an obligation to keep the same confidential.

8. Termination Without Cause Either ALS or Client may terminate this Agreement at any time without cause by providing written notice to the other at least one hundred twenty (120) days prior to such termination date.

9. Termination For Cause This Agreement, and the parties' duties and obligations hereunder shall be terminable immediately by either party "with cause" upon the occurrence of any of the following: (i) the imposition of any restriction or limitation by any governmental authority having jurisdiction over the subject matter of this Agreement to such an extent that ALS cannot engage in the practice for which it is hereby retained; or (ii) either ALS or Client conducts itself in an unprofessional, unethical or fraudulent manner or is found guilty of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of either party; or (iii) either party's conduct discredits the other and/or any of the owners of the other or is detrimental to the reputation, character or standing of ALS or Client; or (iv) either party breaches its duties or obligations under this Agreement and fails to cure such breach within ten (10) business days following receipt of written notice from the non-defaulting party.

10. Record-Keeping ALS shall promptly make available to Client such information related to this Agreement as is reasonably requested by Client. Until the expiration of twelve (12) months after final payment of the compensation payable under this Agreement, ALS shall make available to Client prompt access to all of ALS' books, documents, papers and records that are related to the Services or this Agreement, provided that Client shall maintain such information in strict confidence.

11. Insurance During the continuance of this Agreement, ALS shall obtain and maintain in full force and effect a policy or policies of professional insurance insuring ALS against liabilities resulting from or attributable to any acts or omissions of ALS, its contractors and employees, in such amounts as are reasonably determined by ALS from time to time. Such insurance shall be purchased from a nationally recognized insurance carrier. Upon request, ALS shall provide Client with evidence, in the form of an insurance certificate, that the coverage is in effect.

12. Indemnity Obligations Each party shall indemnify, defend and hold harmless the other for all losses, claims, charges, actions and causes of action, damages, costs and expenses, including legal expenses and reasonable attorneys' fees, arising out of or resulting from this Agreement and caused by or resulting from such party's negligence or wilful misconduct.

13. Relationship of Parties Neither party shall have authority, express or implied, to act as agent or representative of the other, or any of its affiliates for any purpose. ALS is, and shall remain, merely an independent contractor.

14. Force Majeure Whenever a period of time is provided in this Agreement for either party to do or perform any act or thing, except the payment of monies, neither party shall be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of such party.

15. Severability In the event any provision of this Agreement is held by any court having jurisdiction over any dispute arising hereunder to be invalid or unenforceable, then (a) such court shall reinterpret such provision so as to carry out the intent of the parties hereto in a valid and enforceable manner, and (b) the invalidity or unenforceability of such provision within the jurisdiction of such court shall not affect the validity or enforceability of such provision in any other jurisdiction and the remainder of this Agreement, including any reinterpretation of such provision, shall remain in full force and effect; provided that the essential provisions of this Agreement for each party remain valid, binding, and enforceable. However, in the event that any material term of this Agreement shall be stricken or declared invalid, ALS reserves the right to terminate this Agreement at its sole option.

16. Non-Cumulative No right or remedy conferred upon or reserved to ALS or Client by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

17. Injunctive Relief Nothing herein contained shall bar ALS's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

18. Amendment This Agreement cannot be changed orally, but only by an agreement in writing signed by an authorized representative of ALS and of Client.

19. Notices Any notice, demand, request or other instrument that may be required to be given under this Agreement shall be in writing and shall be either (a) delivered in person (with a signed acceptance), or (b) sent by United States Certified or Registered Mail, postage pre-paid, return receipt required, or (c) delivered by a nationally recognized courier service that obtains an acknowledgement of receipt, and, in each such instance, such notice, demand, request or other instrument shall be addressed to each party at the address set forth in the heading of this Agreement or such other address as either party may designate by notice given in accordance with this section to:

Client
XXXX

ALS
Access Language Solutions, Inc. MAILING ADDRESS
1555 E New Circle Rd, 142-110

Lexington, KY 40509
Principal Contact: Lynn Fors
Phone: 859-545-0950

22. Assignment No party may assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the consent of the other. For the purposes of this provision, a change of control is deemed an assignment or rights. Any assignment, or attempted assignment, in violation of this provision is void.

23. Counterparts This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

24. General Provisions (i) Compliance With Laws ALS and Client shall comply with all laws, statutes, regulations, rules, standards and orders applicable to the Services, and observe all restrictions, instructions and matters of policy that ALS or Client may issue relative to the Services. (ii) Survival Any obligations and duties of Contractor that by their nature extend beyond the termination of this Agreement shall survive any termination or expiration, and shall remain in full force and effect. (iii) No Waiver Any waiver of a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. (iv) Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors and permitted assigns.

25. Governing Law This Agreement has been delivered and accepted and shall be deemed to have been made in Kentucky. The terms and provisions of this Agreement, and all matters arising under or relating to this Agreement, including all tort claims, shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky, without giving effect to its choice-of-law or conflicts-of-law principles.

26. Section Headings Section headings of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

27. Entire Agreement This Agreement shall be deemed to include the entire agreement between the parties hereto. Client hereby acknowledges and agrees that neither ALS nor anyone acting on its behalf has made any statement, promise, or agreement or has taken upon itself any engagement whatsoever, whether verbally or in writing, in conflict with the terms of this Agreement, or that in any way modifies, varies, alters, enlarges, or invalidates any of the provisions hereof, or extends the term of this Agreement. No obligations of ALS shall be implied in addition to the obligations expressed in this Agreement.

This Professional Interpreter/Translator Client Services Agreement is executed and delivered effective as of the date of later execution hereof by ALS and Client.

ALS:

CLIENT:

Access Language Solutions, Inc.

XXXX

By: _____
Lynn Fors, Founder/Executive Director

By: _____
XXXX

Date: _____

Date: _____