

## INTERPRETING SERVICES AGREEMENT

This Interpreting Services Agreement ("Agreement") is hereby entered into by and between Vocalink, Inc. ("Vocalink"), with its principal place of business at 405 W. First Street, Dayton, Ohio 45402, for interpreting and/or translation services for Community Corrections as described in the Vocalink Global Proposal attached hereto as "Exhibit 1," and the Fayette Lexington Urban Government ("Client"), effective this 1<sup>st</sup> day of October, 2018 ("Effective Date").

### RECITALS

**WHEREAS**, Vocalink provides interpreting services through Qualified Interpreters; and

**WHEREAS**, Vocalink provides translation services through Qualified Translators,

**WHEREAS**, Client desires to utilize Vocalink's interpreting services to provide on-site, over-the-phone, and/or video remote interpreting services for staff, citizens, inmates, and others ("End Users") and Vocalink's translation services to translate documents; and

**WHEREAS** Vocalink desires to provide such Interpreting and Translation Services to Client under the terms, provisions and conditions herein set forth.

**NOW THEREFORE**, in consideration of mutual covenants and promises stated herein and other good and valuable consideration, the undersigned have agreed to be bound by this Agreement as follows:

### TERMS AND CONDITIONS

#### I. Services to be performed by Vocalink Inc.

1. **Interpreting Services.** Upon Client's request, Vocalink shall provide a Qualified Interpreter (in-person, over-the-phone or by video, as requested) to Client on an as needed basis, 24 hours a day, seven (7) days a week at the time specified by Client. A "Qualified Interpreter" must meet all the following basic requirements:
  - a. Documentation of Legal Status to Work in the U.S.
  - b. Third Party Language Proficiency Assessments:
  - c. Training
    - i. Nationally-Certified Medical Interpreter (certification through either CCHI or NBCMI acceptable), or

- ii. Forty (40) hours of accepted professional Qualified Interpreter training is required, for example, Bridging the Gap or The Community Interpreter, with a passing grade of 80% must be completed. This training must be completed within the first one (1) year of the Qualified Interpreter's employment with Vocalink.
- d. Proof of attendance and successful completion of continuing education defined as a minimum of 4 hours per year.
- e. Not to have been suspended, declared ineligible or excluded from participation in Medicare, Medicaid or other governmental health care programs.
- f. Not serve in any capacity beyond the scope of interpreting, transliterating or sight translating for the assignment or request.
- g. On-site Qualified Interpreters are considered to be personnel having direct End User contact (similar to nurses or other allied health personnel provided by temporary staffing agencies). Qualified Interpreters shall meet all of the following Compliance standards:
  - i. Pass FBI Criminal background check.
  - ii. Pass eight-panel screening for non-prescribed controlled or illegal substances and alcohol.
  - iii. Qualified Interpreter shall not remain alone with End User, but will exit the room when Client's provider/staff member exits.
  - iv. Wash hands or use hand sanitizer before entering End User room;
  - v. Documentation of current medical testing/vaccinations, as follows:
    - 1. MMR (Measles, Mumps and Rubella), EITHER:
      - a. Two vaccines – MMR1 and MMR2. One of these must be 1980 or later, or
      - b. Or positive IgG titers for measles (rubeola), mumps and rubella.
    - 2. Varicella (Chickenpox), ONE OF THE BELOW:
      - a. History of chickenpox disease. Must state year Qualified Interpreter had chickenpox, or
      - b. Two Varicella Vaccinations (VAR1 and VAR2)
      - c. A Positive IgG titer.

### 3. Tuberculosis (Tb).

#### a. At hire, one of the below options:

- i. One Negative Tb Test within twelve (12) months prior to application (skin test or blood test), or
- ii. One Positive Tb Test (from any time in the past) AND an interpretable copy of chest x-ray results (chest x-ray dated within the 12 months prior to hire), or
- iii. A medical record noting a history of BCG immunization AND an interpretable copy of chest x-ray results (chest x-ray dated within the 12 months prior to hire)

#### b. For interpreters with negative Tb Test at-hire, annual requirement to submit results of new Tb Test (skin test or blood test) with negative results. If results are positive, interpreter must submit an interpretable copy of chest x-ray results showing no active Tb.

#### c. For interpreters with a history of Positive Tb Test results and/or BCG Immunization, a new, interpretable copy of chest x-ray results must be submitted once every five (5) years.

#### d. Interpreters with Tb test results showing active Tb disease must submit evidence of successful completion of Tb treatment, along with an interpretable copy of chest x-ray. Such interpreters will remain inactive (unable to accept interpreting encounters) during treatment.

### 4. Influenza (Flu). Annual flu shot received between August 1 and October 31 of each year.

#### h. Any other facility-specific requirements described in attached **Exhibit 1**.

- i. Records of the above will be available for review, electronic storage and/or printing by Client through the Tracker online portal system (discussed in detail, below).

## 2. Interpreter Scheduling.

- a. For purposes of this Agreement, the following definitions apply:

- i. **Scheduled Service:** An interpreting assignment scheduled at least 24 hours in advance.
  - ii. **Emergent Service:** An interpreting assignment scheduled at least 4 hours, but less than 24 hours, in advance.
  - iii. **Immediate Service:** An interpreting assignment scheduled less than 4 hours in advance.
- b. **Vocalink's secure online portal allows Client to schedule services directly through a system called "Tracker."** Tracker, is a secure, online portal designed to comply with federal, state and local privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act promulgated under the American Recovery and Reinvestment Act ("ARRA") together with its implementing regulations. Vocalink shall provide Client with access to Tracker, as well as reasonable training on the use and navigation of Tracker, to permit Client to schedule service. As a back-up to the Tracker system, Vocalink shall provide Client with telephone access to Vocalink's dispatch center. Dispatch center staff are available 24 hours per day, 7 days per week, 365 days per year to assist with scheduling services.
  - i. Barring technical issues preventing the use of Tracker, Tracker shall be used by Client for all Scheduled and Emergent Services.
  - ii. For Immediate Service, Client may use either Tracker or the dispatch center.
  - iii. Trends of failing to use Tracker for scheduling Scheduled and Emergent Services will be addressed as Client non-performance.
- c. Except for pre-scheduled appointments, and barring unusual circumstances (such as inclement weather), Vocalink shall require its Qualified Interpreter to arrive at requested site within 30 minutes or sooner after the inception of the request. This time shall be extended to 60 minutes for any Client location that is more than 50 miles from Vocalink's office location.
- d. Vocalink will provide Client advance notice of any inability to meet requests for service. Vocalink will give notice as soon as reasonably possible under the circumstances. Barring unusual circumstances, Vocalink will give at least twenty-four hours' notice for Scheduled Services, not less than five hours' notice for Emergent Services, and not less than (10) minutes' notice for Immediate Services. Trends of interpreter delays will be addressed as Vocalink non-performance.
- e. Vocalink will make best efforts to find a replacement if Interpreter assigned is late or does not show to a scheduled appointment.

Subsequent related billing will not penalize Client for Vocalink or Interpreter lack of providing requested services in a timely manner. If it is necessary for Client to engage another agency to provide their Services, Vocalink agrees that the following month's invoice will be credited for any cost differential plus a \$15.00 rescheduling fee.

- f. If Client cancels Scheduled Services with less than 4 hours' notice, Vocalink shall be entitled to payment for 1 hour of service at Scheduled rate. This shall include End User and/or provider no-shows. In the event Client provides notice 4 hours or more prior to a Scheduled Service, Vocalink shall not be entitled to payment. If Client cancels Immediate or Emergent Services, Vocalink shall be entitled to payment for 1 hour at the appropriate rate.
- 3. **Translation Services:** Vocalink shall provide document and/or website translation services in accordance with the terms and conditions of Exhibit 1 on an as needed basis.

## **II. Compensation for Services**

### **1. Fees.**

- a. Client shall pay Vocalink the fees for services as set forth on attached Exhibit 1. The fee structure set forth in Exhibit 1 shall be guaranteed during the initial, one-year Term of this Agreement. Fees shall be subject to an increase no greater than the Cost of Living Adjustment percentage set forth annually by the Social Security Administration.
  - b. The length of any Service will be measured from the appointment start time or the time the Qualified Interpreter begins interpreting, whichever is sooner. Service will end when the Qualified Interpreter checks-out after the assignment. Vocalink Qualified Interpreters use a secure, online system for checking in and out of each assignment known as "UCLOCK." Vocalink will provide Client with information and training regarding Client's responsibilities with respect to UCLOCK, which consist of requiring a staff member to type and sign his/her name into the UCLOCK system on the Qualified Interpreter's smart phone or tablet during the check-in and check-out process. Qualified Interpreters will not be permitted to check-in more than fifteen (15) minutes prior to a scheduled appointment, unless specifically requested by Client's staff member to begin an appointment early.
  - c. Each assignment will consist of a single, hourly fee for up to the first one (1) hour, with billing increments of fifteen (15) minutes thereafter, rounded up to the nearest fifteen (15) minute increment.
  - d. Client will not be required to pay for travel to and from the Interpreting Session, nor is Client expected to reimburse Vocalink for mileage, lodging, or meals.
2. **Invoices.** Invoicing is accomplished through the Tracker. To maintain privacy compliance, detailed invoices shall not be sent via unencrypted e-mail. Invoices

are delivered through encrypted email via the Tracker system. Client may also log-in to Tracker and download its invoices. Invoices shall be delivered once per month. Payment Terms are Net30 from the invoice date. Vocalink reserves the right to suspend services in the event of a past-due invoice. A detailed report shall accompany each invoice that includes, but is not limited to: the invoice number, the assignment/Job ID number, the target language, the date of service, the interpreter's name, a brief description of the service, the location of service, the End User's last name (if provided), the scheduled time of the appointment, the type of appointment, the actual start and end time of the appointment, the total number of hours billed, the billing rate, and the total due for each appointment. Vocalink will provide Client with training on the use and navigation of the Tracker accounting systems.

3. **Resolution of Fee Disputes.** Client shall submit any dispute with respect to charges contained in an invoice within five (5) business days after retrieving the invoice through Tracker. After receipt of a fee dispute notice, Vocalink shall review the relevant information to determine whether any mistake was made or whether there is other reason to correct the charge. If this does not resolve the dispute, Vocalink and Client shall seek to resolve the dispute among themselves. Any time after at least sixty (60) days from the date payment on the invoice was originally due, where no satisfactory resolution to the dispute has been reached, Vocalink may file suit against Client or may otherwise seek third party intervention, such as mediation, to resolve the dispute.

### III. Confidentiality

Vocalink recognizes that in the course of providing Interpreting Services to Client, Vocalink and/or the Qualified Interpreter may deal with, or have incidental access to, information of a confidential or privileged nature related to Client, other providers, and/or an End User him/herself. Vocalink shall keep all such information confidential and shall, at all times, comply with any applicable state law and the privacy and confidentiality provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). Vocalink shall execute an appropriate Business Associate Agreement upon the request of Client.

### IV. Term and Termination

1. **Term.** This Agreement shall be effective for a period of one (1) year from the Effective Date unless terminated earlier as set forth below. The term shall be automatically renewed for consecutive one (1) year periods unless terminated as set forth below.
2. **Termination.** Either party may terminate this Agreement at any time, for any reason, by providing at least thirty (30) days' prior written notice to the other party.

### V. Independent Contractor

In the performance of the work, duties and obligations of the parties pursuant to this Agreement, Vocalink shall at all times be acting and performing as an independent provider of services with respect to Client. No relationship of employer and employee, or partners, agents, or joint ventures between Client and Vocalink is created by this Agreement, and neither party may therefore make any claim against the other party for social security benefits, workers' compensation benefits, unemployment insurance benefits, vacation pay, sick leave or any other employee benefit of any kind. In addition, neither party shall have any power or authority to act for or on behalf of, or to bind the other, except as herein expressly granted, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein.

#### VI. Indemnification/Hold Harmless.

1. **Vocalink.** Vocalink agrees to indemnify and hold harmless Client from and against any and all claims, demands, actions, settlements, or judgments, including attorney fees, based upon or arising out of activities described in this contract, where such claims, demands, actions, settlements, or judgments relate to the negligence, actions, or omissions of Vocalink, its agents or employees.
2. **Client.** Client agrees to indemnify and hold harmless Vocalink from and against any and all claims, demands, actions, settlements, or judgments, including attorney fees, based upon or arising out of activities described in this contract, where such claims, demands, actions, settlements, or judgments relate to the negligence, actions, or omissions of Client, its agents or employees.

#### VII. Insurance

Vocalink will ensure that each Qualified Interpreter is covered by a liability insurance policy for the term of this Agreement, for a minimum amount of \$1,000,000 per claim/\$3,000,000 aggregate, to cover the Qualified Interpreter's acts and/or omissions in the performance of services provided under the terms of this Agreement. Vocalink shall provide Client with a certificate of insurance of said coverage upon request, within 24 hours of said request.

#### ClientClientClientX. Miscellaneous

1. **Governing Law.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.
2. **Assignment/Subcontracting.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and permitted assigns. Neither this Agreement nor any duties or obligations under this

Agreement may be assigned by either party without advance written consent of the other party.

3. **Headings.** The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define, or extend the specific terms of the section so designated.
4. **Non-Exclusivity.** This Agreement is not an exclusive arrangement between Vocalink and Client. Vocalink may at its discretion contract with other clients to provide Interpreting Services to others.
5. **Attorney Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret this Agreement, including resolution of any disputed charges, the prevailing party shall be entitled to its reasonable attorney's fees and costs, which may be set by the court in the same action, or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
6. **Entire Agreement.** This Agreement and all exhibits, and other documents furnished pursuant to this Agreement and expressly made a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto, and supersedes all other agreements, written or otherwise.
7. **Modification.** No modification or amendment of this Agreement shall be valid unless it is in writing and signed by the parties.
8. **Severability.** If, for any reason, any provision of this Agreement is or shall be hereafter determined by law, act, decision, or regulation of a duly constituted body or authority, to be in any respect invalid, such determination shall not nullify any of the other terms and provisions of this Agreement and, unless otherwise agreed to in writing by the parties, then, in order to prevent the invalidity of such provision or provisions of this Agreement, the said provision or provisions shall be deemed automatically amended in such respects as may be necessary to conform this entire Agreement with such applicable law, act, decision, rule or regulation. Each provision, paragraph and subparagraph of this Agreement is declared to be separable from every other provision, paragraph and subparagraph and constitutes a separate and distinct covenant.
9. **Force Majeure.** Neither party shall be liable in any way for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond the party's reasonable control.
10. **Notices.** All notices or other communication required or permitted under this Agreement shall be served in writing by personal service, registered or certified mail, return receipt requested, or by other means where confirmation of delivery can be verified. Notice shall be addressed to each party at the address set forth above or at such subsequent address as may be subsequently provided in writing to the other party.



11. **Counterparts.** This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**XI. Legal Responsibilities.**

1. Vocalink shall be familiar with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.
2. Vocalink will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. Vocalink will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Vocalink agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
3. Vocalink will, in all solicitations or advertisements for employees placed by or on behalf of the Vocalink, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the day and year first above written.

**Vocalink, Inc.**

By: Jill A. Mead

Print Name: Jill A. Mead

Print Title: Compliance Counsel

Date: 9/28/2018

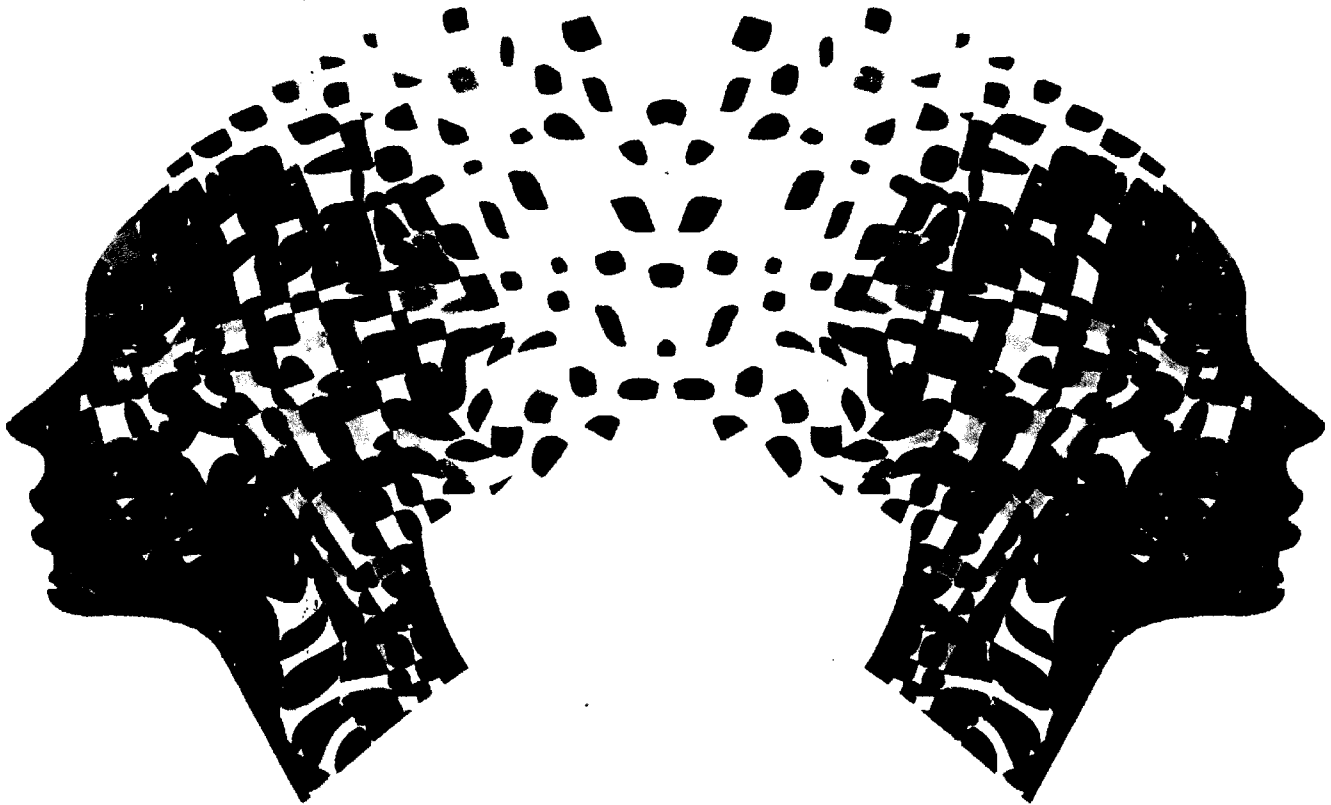
**Client**

By: Jim Gray

Print Name: Jim Gray

Print Title: Mayor

Date: 13-Sep-2018



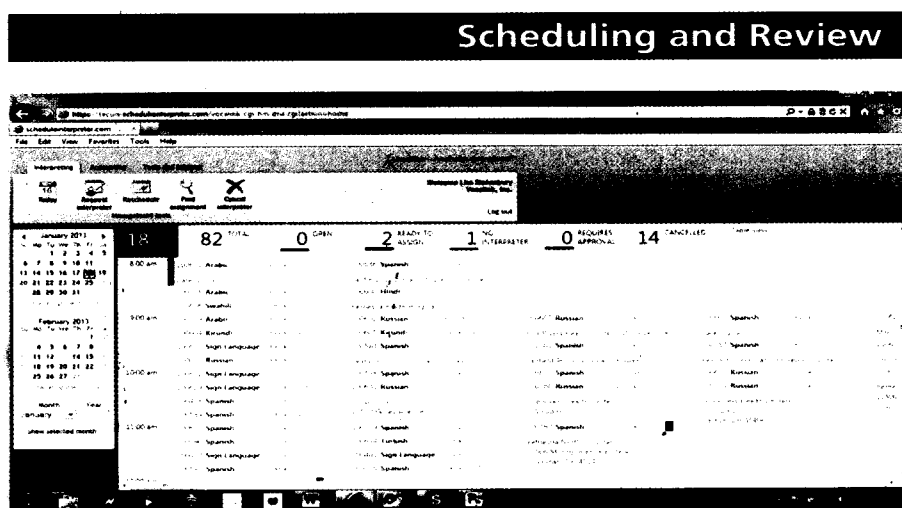
Lexington-Fayette Urban Government



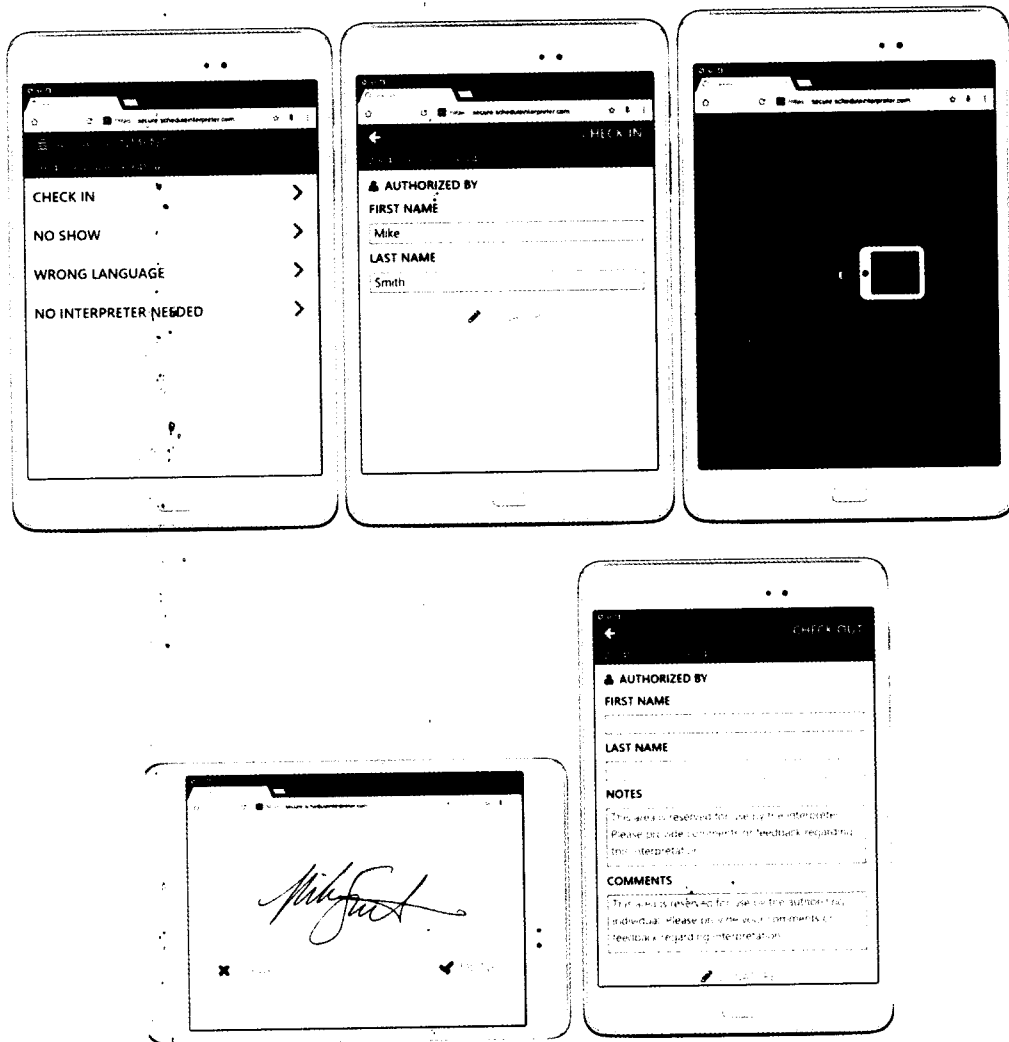
## **Vocalink On-Site Interpreting Services**

Vocalink offers customized OSI solutions to maximize efficiency and minimize cost. Vocalink manages its on-site interpreters through a secure, online portal called "Tracker." This highly-customizable system will permit authorized users to request an interpreter online. Vocalink also maintains a 24/7/365 call center to accept appointment requests by phone, which is primarily used for emergencies and rare occasions when there is a technical issue with the Tracker system.

Upon receipt of an interpreter request in Tracker, the Tracker system "broadcasts" the appointment to those Vocalink interpreters possessing the necessary skills and credentials to perform the service. Once an interpreter is assigned to the appointment, Tracker automatically notifies the requestor. In the event that Vocalink is unable to assign an interpreter to the appointment, the Vocalink dispatch team will notify the requestor by telephone and in writing via e-mail.



The Tracker system uses an electronic check-in, check-out and certification process using the interpreter's smart phone or tablet. The system requires client staff to sign an interpreter in and out, and for the interpreter to certify that he/she completed the requested work. This system, known as "UClock," ensures to-the-minute accuracy for invoicing and eliminates paper timesheets that can be misplaced, raising HIPAA privacy concerns. UClock data syncs with Tracker's reporting and invoicing functions, providing up-to-date transparency. Finally, the UClock system offers a Comments section and an optional satisfaction survey at the close of each interpreting appointment to allow staff an easy way to provide immediate feedback.



An Assignment Report is also available in Tracker for each Assignment:

ASSIGNMENT TABLE REPORT

Time	Language	Interpreter	Signature
10:00	Spanish	Mike Smith	
10:15	Spanish	Mike Smith	
10:30	Spanish	Mike Smith	
10:45	Spanish	Mike Smith	
11:00	Spanish	Mike Smith	
11:15	Spanish	Mike Smith	
11:30	Spanish	Mike Smith	
11:45	Spanish	Mike Smith	
12:00	Spanish	Mike Smith	
12:15	Spanish	Mike Smith	
12:30	Spanish	Mike Smith	
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23:15	Spanish	Mike Smith	
23:30	Spanish	Mike Smith	
23:45	Spanish	Mike Smith	
24:00	Spanish	Mike Smith	

## **Meeting CLAS, Section 1557 and Quality Standards**

Assisting clients to provide Culturally and Linguistically Appropriate Services pursuant to the National CLAS Standards, while complying with federal and state laws and regulations, forms the core of Vocalink's Language Access Compliance Department. Headed by in-house counsel, Jill A. Mead, Esq., the Compliance Department stays abreast of current developments regarding language access compliance statutes, regulations, Joint Commission and other hospital accreditation standards, CDC healthcare worker standards, and court rulings regarding language interpreting and translation. Vocalink ensures that its interpreters meet the Section 1557 definition of "qualified interpreter" through stringent background screening and skill assessment during the hiring process, as well as continued screening and education for its interpreters. Additionally, Vocalink strictly enforces HIPAA Confidentiality with respect to its employees, contractors, and information technology.

Vocalink's quality control begins at the pre-hire assessment step and continues through required continued education and annual evaluation. Because Vocalink's OSI interpreters are employees – not contractors – Vocalink retains vital control over interpreter quality standards, training requirements, and the like. Vocalink's full process is detailed, below.

### ***Pre-Hire Assessment and Screenings***

All Vocalink interpreters must meet the Section 1557 definitions of "qualified interpreter." To ensure this, each interpreter must pass Vocalink's Interpreter Language Proficiency Assessment. Full details of this program have been provided separately. Through this Assessment, Vocalink measures the following key areas:

- **Language usage, employment history, education, industry training and certifications** – Reviewed based on professional résumé, initial telephone screening, and in-person/web conference interview. With respect to education, interpreters are preferred to have a Bachelor's degree. All must have a high school education. ASL Interpreters must have a minimum of an Associate's degree.
- **Medical Terminology Knowledge** – tested through a 170-term written medical terms assessment for spoken languages and an 81-term signed medical terms assessment for ASL.

- **Verbal Third Party Language Assessment** – tested using skilled, third-party language interpreter assessors, this verbal exam includes 25 questions/phrases and numerous key medical terms. For ASL interpreters, sign-to-English and English-to-sign are tested via two video presentations.
- **New Hire Orientation Training** – Each new interpreter is required to attend an orientation class that reviews and test interpreters on their understanding of the following:
  - Interpreting Code of Ethics and Standards
  - HIPPA Confidentiality (updated annually)
  - CMS Compliance, Fraud, Waste and Abuse (updated annually)
  - Sexual Harassment (updated annually)
  - Human Trafficking and Modern Slavery<sup>1</sup> (updated annually)
  - Vocalink Quality Standards
  - Vocalink Processes (e.g. dress-code, badge requirements, arrival times)
  - Vocalink Scheduling and Time Keeping System
  - Client Specific Training (if required)
- **New Interpreter Shadowing** – Each new interpreter is required to be shadowed by a senior level interpreter. The new interpreter must pass the shadowing at an intermediate level in order to continue the hiring process. No interpreter is sent for shadowing until all of the above documents and screenings have been completed to ensure the interpreter is competent to interpret. The shadowing consists of the following:
  - New interpreter shadowing senior interpreter
  - New interpreter shadowed by senior interpreter

Note: Vocalink retains the discretion to waive shadowing for highly experienced and/or Certified interpreters.

Each of the elements of the Language Proficiency Assessment is scored separately with a minimum score of Satisfactory required. The scores for each element are then combined to derive a final score. An Assessment Summary is completed and uploaded into the Tracker system.

In addition to the Language Proficiency Assessment, new interpreters are subject to both basic employment requirement and healthcare worker requirements, as follows:



- **Federal Background Screening**– of each applicant must be clear of any felonies or restrictions within the following organizations

- Federal Government
- State Government
- Local Government
- National Sex Offender Registry
- National No Fly List

Fingerprinting will be added by Vocalink beginning September 1, 2017. Existing interpreters who were hired and began work on or before August 31, 2017 will be considered grandfathered.

- **Federal and State Debarment/Exclusion Screening**- at hire and monthly.
- **Negative 10-Panel Drug screening**–Ten panel screening must be within the 30 days prior to hire and negative for the following:
  - Cocaine
  - Amphetamines
  - MDMA/MDA
  - Barbiturates
  - Benzodiazepines
  - Marijuana Metabolite
  - Opiates
  - Phencyclidine
  - Propoxyphene/Metabolite
  - Methadone
- **Health Safety** – All interpreters must have up-to-date vaccinations and health screenings
  - MMR 1 and 2 or titers
  - VAR 1 and 2, titers, or history of chicken pox
  - Negative TB Test (dated within 12 months prior to hire and updated annually) –or– history of positive TB Test (or BCG Immunization) + Chest X-Ray (dated within 12 months prior to hire and updated every 5 years)
  - Flu Shot (seasonally)
- **Age and Work Verification** - All interpreters must be 18 years of age or older and must present the appropriate identifications to prove work and legal status within the United States. Work authorization is verified through the e-Verify system. Vocalink maintains the following:

- Federal I9 form
- Copies of identification
- **Taxation Forms** – With interpreters being W2 employees, all employees are required to complete the following tax forms:
  - Federal W4 form
  - State Tax Form (Ohio or Kentucky, as applicable)

### ***Training Process and Requirements***

- **Required Training**– All interpreters are required to complete a 40-hour training program within the first six (6) months of hire. In addition, interpreters are required to maintain at a minimum of four (4) hours of accredited continuing education annually. The following trainings are accepted to meet this requirement:
  - The Community Interpreter (“TCI”) – 40-hour medical/social services/legal training course that prepares an interpreter to handle and manage these types of encounters. Vocalink staffs two, certified TCI Trainers in-house, with a third scheduled to become certified over the summer of 2017.
  - Bridging the Gap
  - University degreed programs
  - OpenLingo, Vocalink’s on line Continuing Education Classes for CEU requirements
  - IMIA – International Medical Interpreting Association Continuing Education
  - National Council of Healthcare Interpreting Continuing Education
  - Professional accredited interpreting training courses

Vocalink’s Tracker system includes a unique, compliance tracking and reporting system called UCheck. Through UCheck, documentation supporting an interpreter’s compliance with the above standards is uploaded into Tracker, generating a Compliance Report available on-demand to clients, along with the ability to download key documents often required during a compliance audit. This system is available 24/7/365, providing complete transparency and 100% assurance that Vocalink’s interpreters are compliant.



## Individual interpreter files

### Compliance

**Catherine Bitwayiki**  
English, Romanian, French and Italian interpreter

Total interpretations completed: 1	Excellent: \$0
Total hours of interpreting: 2 hours	Good: \$0
	Satisfactory: \$0
	Poor: \$0
	N/A: \$0

Date	Interpretation	Completion
Sep 2012	Influenza	Completed
Sep 2012	TSAF (Tetanus, Diphtheria and Pertussis)	Completed
Aug 2012	Tuberculosis screening	Completed
Aug 2012	Hepatitis (Hep A & Hep B)	Completed
Aug 2012	HIV/AIDS	Completed
Aug 2012	Polio (1 day Hepatitis German Review)	Completed
Jan 1999	Varicella (Chicken Pox)	Completed
Aug 2011	Criminal background check	Completed
Aug 2011	Criminal background check	Completed

## Data Collection and Accuracy

Vocalink's Tracker system is uniquely designed to ensure that all required information a client needs for invoicing and/or reporting is collected for each and every appointment. This information is then gathered into reports exportable in Excel format for easy viewing and sorting in any way needed, including, for example, by language, by facility, by interpreter, by requestor, etc. Clients have on-demand access to reporting through Tracker.

## Reporting

Interpreter	Language	Facility	Requestor	Appointment Date	Appointment Time	Duration	Status	Rating
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Smith	2012-09-01	10:00 AM	1 hour	Completed	Excellent
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Jones	2012-09-01	11:00 AM	1 hour	Completed	Good
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Brown	2012-09-01	12:00 PM	1 hour	Completed	Satisfactory
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. White	2012-09-01	13:00 PM	1 hour	Completed	Poor
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Black	2012-09-01	14:00 PM	1 hour	Completed	N/A
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Green	2012-09-01	15:00 PM	1 hour	Completed	Excellent
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Grey	2012-09-01	16:00 PM	1 hour	Completed	Good
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Blue	2012-09-01	17:00 PM	1 hour	Completed	Satisfactory
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Yellow	2012-09-01	18:00 PM	1 hour	Completed	Poor
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Purple	2012-09-01	19:00 PM	1 hour	Completed	N/A
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Pink	2012-09-01	20:00 PM	1 hour	Completed	Excellent
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Brown	2012-09-01	21:00 PM	1 hour	Completed	Good
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. White	2012-09-01	22:00 PM	1 hour	Completed	Satisfactory
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Black	2012-09-01	23:00 PM	1 hour	Completed	Poor
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Green	2012-09-01	24:00 PM	1 hour	Completed	N/A
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Grey	2012-09-01	25:00 PM	1 hour	Completed	Excellent
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Blue	2012-09-01	26:00 PM	1 hour	Completed	Good
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Yellow	2012-09-01	27:00 PM	1 hour	Completed	Satisfactory
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Purple	2012-09-01	28:00 PM	1 hour	Completed	Poor
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Pink	2012-09-01	29:00 PM	1 hour	Completed	N/A
Catherine Bitwayiki	English	St. Michael's Hospital	Dr. Brown	2012-09-01	30:00 PM	1 hour	Completed	Excellent

Language	Count
English	1
Romanian	1
French	1
Italian	1
Polish	1
Portuguese	1
Spanish	1
Ukrainian	1
Vietnamese	1
Yiddish	1

## **Over-the-Phone Interpreting Service**

Access is available from any phone (wired, wireless, VOIP) that is compatible with 1-800 toll-free service. No special equipment is required to access Vocalink OPI services. The OPI client experience is available applying 5 easy steps:

1. **Initial Answer** – Each client has dedicated toll-free numbers, allowing either a standard or custom greeting, customized prompts and preliminary capture of Client information to expedite the call process.
2. **Language Selection** – Clients are connected to a customer service representative to assist in selecting the language. Typically, the stages of “greeting” on through to “language selection” take between 6 and 10 seconds.
3. **Call Routing** – Calls are then routed to the interpreter based on language and skill-set requirements. Language request and skill dictate search time. Average connect time to interpreter is less than thirty (30) seconds.
4. **Client Data Collection** – Data can be collected either through key entry or by the customer service representative. The standard client data collection takes approximately six seconds.
5. **Interpreter Time** – Once data collection is complete, the client’s customer service representative then commences the call and the interpreter interprets for the client’s customer service representative and the client’s customer.

### **OPI Hours of Operation**

Vocalink OPI service is accessible in over 275 languages, 24 hours per day, 7 days per week, 365 days per year. OPI is an on-demand service, requiring no prior scheduling. There is no minimum usage and service is billed by the minute.

### **Total Connect Time**

Total connect time to an interpreter can be from five seconds (direct to Spanish interpreter, no data collection or other requirements) to a range between 26 – 47 seconds, depending upon the data collection requirements.

### **Customized Data Collection**

Vocalink can customize data collection based on client needs, whether for an entire health system or for individual departments or facilities.

### **Required Equipment**

Our over the phone services can be used with any phone in your facility by using the speaker portion of the phone. In addition, any phone can be made into a dual handset by adding a second-hand set. This equipment can be added for a minimal fee.

## **Video Remote Interpreting Service**

Video remote interpreting provides most of the benefits of OSI with the convenience of OPI. Vocalink offers VRI services from both its own team of qualified interpreters, each of whom meet the standards discussed in the OSI section, above (except for the medical testing and immunizations, which are not required for remote interpreting).

### **How Vocalink's VRI Works**

Vocalink's state-of-the-art VRI technology enables instant connection with video interpreters to accurately facilitate communication with LEP/SI individuals. Features and benefits of VRI include:

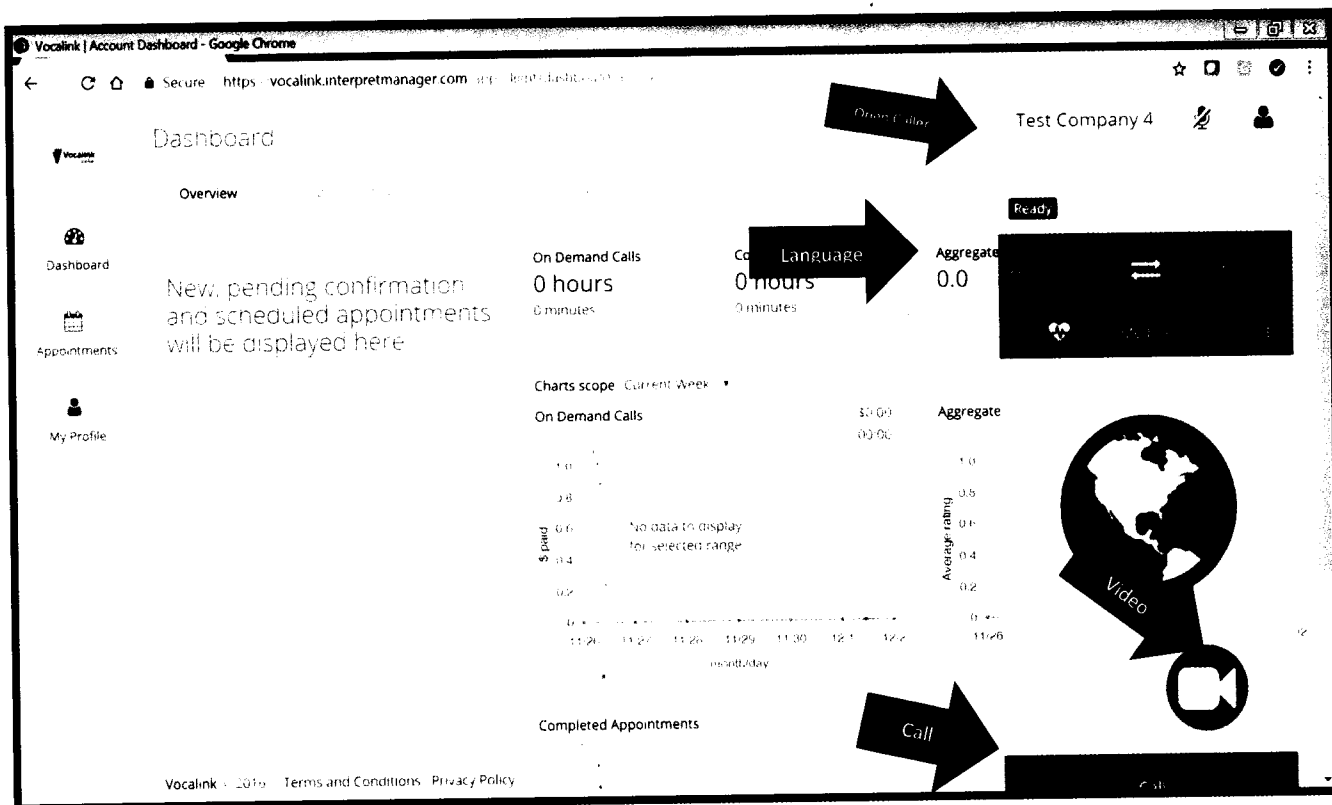
#### **Features**

- Web or app-based
- Use on computers or mobile devices
- Secure connection
- HIPAA compliant
- On demand 24x7

#### **Benefits**

- Immediate access to linguist
- Face-to-face personalization
- Convenience for requestors

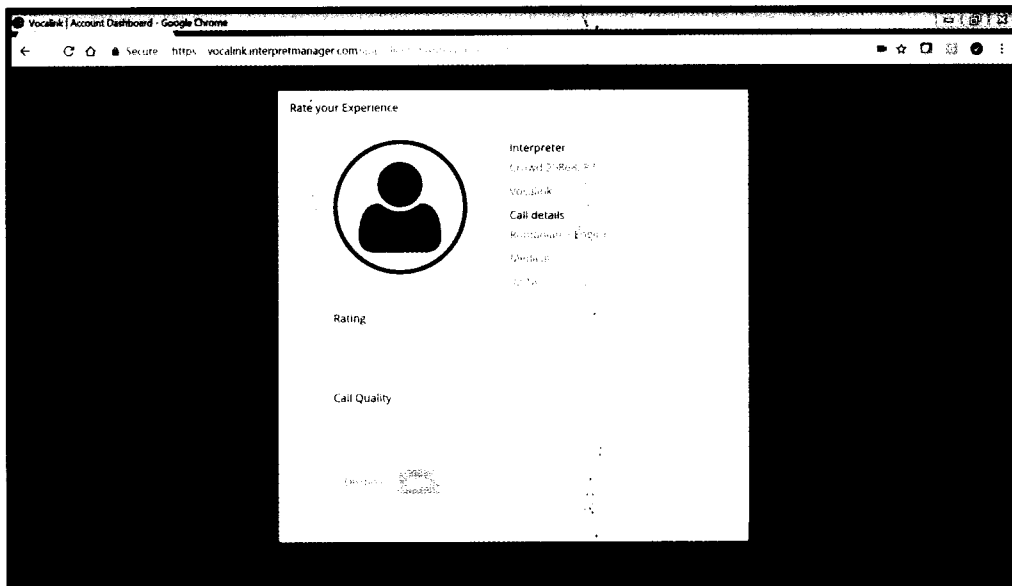
Vocalink's VRI platform offers both web-based and app access, giving Providers access via any computer, tablet or smart phone-enabled with a camera and speakers, in any facility. All that is needed is a reliable Internet connection (high speed direct connect, high speed Wi-Fi, or 4G mobile connection). No special equipment is required to access the Vocalink VRI service offering. Additional information regarding minimum technical requirements for using VRI has been separately provided.



The call will connect to the interpreter and the session can begin.

Clicking on the red telephone icon, which pops up when one's mouse hovers over the screen, will end the call.

Upon the conclusion of the call, two things occur. First, an experience survey pops up to both rate the interpreter and the call quality. Second for around 45 seconds, an option to "Redial" the interpreter will appear in the Open Caller screen. This option allows the Provider to reconnect with the interpreter should the Provider realize he/she needs a little more interpreting assistance before ending the medical session with the Member (such as to discuss scheduling a follow-up appointment).



Typical connect time to the interpreter is between 30 and 60 seconds. For core languages, Providers can “schedule” an appointment minutes before beginning the VRI call.<sup>2</sup> For other languages, 24 hours’ advanced notice will be needed to ensure the availability of a qualified interpreter.

Users receive their invitations to the platform via email. Upon accepting the invitation, they will be asked to create a password. Once the password is created, they will log-in and complete a basic profile.

To streamline reporting and ensure eligibility pre-check for VRI usage, all VRI appointments will be scheduled through the Tracker system -or- be scheduled or used on-demand following eligibility confirmation through Tracker.

### **Document and Website Translation**

With respect to translation (document or website), Vocalink uses a secure, sophisticated Translation Management Platform called “Vu” to manage translation services from start to finish. Upon entering a project request in Vu, the client’s dedicated Project Manager will confirm receipt and seek any necessary clarifying information typically within an hour and within no longer than four business hours. After any questions are answered and necessary input received, a project quotation is then created and delivered in Vu within four business hours.

Once a project quotation has been approved, turnaround time varies based on language, volume and service request. Some examples include:

- English document of 2,000 words translated into Spanish within in 2 business days following approval of the quote.
- Spanish document of 2,000 words translated into English within 2 business following approval of the quote.
- For documents (up to 2,000 words) requiring layout manipulation, or “Desk Top Publishing” (“DTP”), an additional business day will be added.

Engaging in collaborative planning regarding translation needs early on will assist greatly in reducing turnaround times. For example, should a client anticipate that a new service offering brochure, an update to pre-surgery or after-care instructions, or a new template letter to patients regarding privacy or billing practices will require translation and DTP within the next few months, involving Vocalink at the content-creation stage to ensure the document can be translated appropriately while maintaining the right look and message will not only result in a better end-product, but also allow Vocalink to prepare its translators for the work in advance.

### **Security and Convenience through Vu**

Vocalink’s secure, cloud-based Translation Management Platform known as “Vu” (provided by Wordbee) provides a trifecta of value: standardized, easy-to use processes, built-in security, and full transparency. Vu works with Advanced Leveraging Translation Memory Technology, allows customers, translators, Vocalink project managers and client reviewers to work fully inside the system to maintain confidentiality and security, and includes robust business reporting capabilities. Vu includes the following robust and user-friendly capabilities and features:

- **Client Portal:** Allows client users to log-in and access projects and information commensurate with their access levels.
- **Access Levels:** Allows clients to assign authorization levels, which in turn limit the information and documentation available to each user in line with the client’s operational needs and confidentiality requirements.
- **Linguistic Assets:** Keeps each client’s linguistic assets separate, maintaining individual Translation Memory databases for use only on a specific client’s projects. A constantly learning system, each TM database grows with each project completed.
- **Project Management and Scheduling:** Allows clients, Project Managers and linguists to collaborate on projects, including scheduling target dates for completion and showing real-time progress toward these goals.



- **Suppliers Portal:** Individualized access for linguists ensures that each linguist can access only those projects assigned to him or her. The Suppliers Portal allows each linguist to work entirely within the system, maximizing security.
- **Translation Editor:** Content editing is done in real-time so translation memories are always up to date and consistency is kept for redundant content strings. In addition to these features, side-by-side review functionality allows the review of source files against target files and previewing files in their final shapes to facilitate quality checks.
- **Reporting and Analytics:** Robust reporting and analytics tools provide online, real-time, on-demand reporting options showing translation projects and status based on individual requestors, divisions, lines of business and countries. Access to reporting is customizable based on user access levels. Vu is flexible and easy to customize. Reporting can be created to meet CCHMC unique needs.
- **APIs and Integrations:** A flexible, web-based system that permits unique APIs and integrations to improve collaboration and make workflows more efficient.
- **Messaging:** All messaging regarding a project is done within the system, creating a full record for each project.
- **Automation:** From translation memory to automated quality checks to machine translation, the system provides numerous automation tools to manage cost and speed up turnaround times.
- **Layered TM:** Different from other TM systems, Wordbee has two different types of translation memory - the master translation memory running in the background and used for both pre-translation process and to store final approved translations at the end of translation task and a second translation memory, called the project memory, which is created temporarily at the beginning of each project which includes all content relevant to the project files, where all translation, editing, and quality checks processes are performed using this memory until final quality is achieved. Then final approved quality goes to master TM. This ensures that translation memory stores only final approved translations and kept clean. Also project memory is easier and faster to load and with which to work.
- **QA Checks:** Wordbee's system includes quality check features that allow Vocalink to check for such things as consistency, punctuation, terminology, tags, spelling, non-translated segments, and the like.
- **Segment Statuses:** Each project is broken down into segments, allowing linguists to update the status on each segment of the project to provide more accurate progress reporting.
- **Collaboration:** Clients, client reviewers (like staff interpreters), Vocalink PM's, translation linguists, and reviewers can all work within the system.
- **ICR engagement:** In-country reviewers (i.e., client reviewers) can work directly in the system to review completed projects prior to final delivery.
- **Secured:** HIPAA-compliant, encrypted and secured.

- **File Format Independent:** Wordbee converts all received file types to a unique format, which means that it is file format independent. Regardless of format, source text is searched in the TM independently from its original file format. For example, phrases originally provided in a Word document can later be leveraged inside an InDesign file. This increases the possibility of finding matches in Wordbee more than traditional TM, but also significantly increases the matching percentage for existing matches. Wordbee supports more than 80 file formats from standard formats like those used in the Microsoft Office Suite or Adobe, to more unique formats like Beebox.
- **Customizable:** From intake to output, Wordbee offers numerous options to customize workflows and maximize efficiency.
- **Easy Export and Import:** Importing new files to be translated and exporting completed files is quick and easy. With virtually unlimited storage and upload/download capacity, even large files can be easily managed.
- **Centralized:** Files are stored in Wordbee, giving clients easy access to download legacy translations and creating a centralized database for linguistic assets.

Vocalink has customized its deployment of Wordbee, called "Vu," to focus on customers' needs, be easy to use, and be flexible to accommodate all current and future customers' requirements. In addition to English, Vu users can log in and work in Dutch, French, German, Japanese and Spanish.

## **Support**

Support for translation is available during Vocalink's regular business hours, 8 a.m. to 5 p.m. EST, Monday through Friday, excluding holidays. The Vu system is available 24/7/365 for users to enter new translation requests, review and approve quotes, and pull reports. Project Managers assign newly approved requests to translators only during regular business hours. Vu undergoes regular maintenance with scheduled downtime for approximately one (1) hour each calendar quarter, over the weekend. Typical response time to a report of a technical difficulty in Vu is four (4) business hours. Issues with respect to translation documents are acknowledged as quickly as possible, and in no event longer than four (4) business hours after receipt.

## **Protecting PHI**

Vocalink places significant emphasis on protecting Protected Health Information. All Vocalink translators have executed HIPAA Business Associate Agreements with Vocalink. Their individual independent contractor agreements further bolster their confidentiality and security obligations with respect to any client data, including PHI. Finally, as a final layer of protection, Vocalink carries insurance covering HIPAA notification and breach expenses.



In addition to the above protections, Vocalink has developed unique process to redact PHI information in Wordbee so that linguists can't see the PHI, but rather see a placeholder that tells them, "there is PHI info here," allowing them to properly translate the document and maintain context. This process is available to clients at their option.

The PHI redaction process is a collaborative process between the client and Vocalink to identify PHI content and documents that have PHI, as well as identifying the PHI itself inside each document. Once identified, Vocalink's Project Manager runs a specific configuration in Wordbee to redact PHI before assigning a project to linguists. Upon completion of the translation, the system automatically replaces the placeholders with the actual PHI. Accordingly, PHI is not stored in the translation memory.

If a document requires Desktop Publishing ("DTP") services for such things as graphics, formatting, and the like, the DTP Specialists will need to see the document with the PHI included in order to properly format the document. Vocalink maintains HIPAA Business Associate Agreements with all of its linguists, including DTP specialists, and we require them to delete all files with PHI from their computers after project closure. At a client's request, Vocalink's Project Manager can manually redact PHI from documents before they go for DTP, and then add the content back in after DTP. However, this will add an extra step to the process, increasing the time needed to complete the process as well as the cost for DTP services, which are billed on an hourly basis.

Final files, including any processing through DTP, are securely stored in Wordbee and available for authorized personnel to download. However, at a client's request, Vocalink can delete the final files from its system. This would, however, mean that if revisions must be made to a final file, the non-DTP version will be the only one available to be revised. As such, the file would need to be revised and sent back through the DTP process again as if it were a new file.

## Pricing Overview

Below you will find the new pricing schedule, we reviewed your current volume with us, looked at potential growth and used past usage data we had to show you the advantages of making Vocalink your preferred provider.

### On-Site Interpreting Pricing

Service	1 <sup>st</sup> Shift	2 <sup>ND</sup> Shift	3 <sup>rd</sup> Shift
Spanish, Arabic, Russian	\$42.00	\$42.00	\$42.00
All other languages	\$42.00	\$42.00	\$42.00

#### Hours of interpreting operations needs to match the shift differences above

First Shift	8AM to 5PM Monday to Friday
Second Shift	5PM to 12AM Monday to Friday
Third Shift	12AM to 8AM Monday to Friday, Weekends and Holidays

#### ADDITIONAL DETAILS

- Billing is in two (2) hour minimum increments
- Billing after the first hour will be in **15** minute increments
- Rush Fee – appointments booked fewer than 4 hours in advance are billed at an additional \$5.00 per hour
- No bundling of appointments
- Cancellations – cancellation with less than four (4) hours' notification will be charged at time booked
- No Show – Will be charged at time booked
- No Mileage Fees
- Parking Fees – Client will be responsible for required parking fees that are charged to our interpreters

### Over the Phone Interpretation Pricing

*All languages supported, 24/7/365* \$ 0.99 per minute

Third party calls within the US made for Customer \$ 0.30 per minute

- No minimum fees
- No set up fees
- No monthly fees
- Invoiced in per minute increments

## **Video Remote Interpretation Pricing**

Language	Price Per Minute
Spanish, Arabic, Russian and Somali	\$1.39
American Sign Language	\$2.29
Low Diffusion Languages on Demand	\$1.39
All Languages Scheduled	\$1.39

### ***Installation and training -No Charge***

*One time per unit fee includes assessment of facility, activating the account, invoicing and standardized reporting set up, initial training, site configuration of internal IT structure.*

### **Additional Information –**

- No minimum call
- Invoiced in 1 minute increments
- Services will be invoiced monthly
- Monthly electronic usage reports
- Daily on-line reporting to show total monthly minutes used

## **Translation**

<b><u>TEP Pricing per word - From English</u></b>	
<b><u>Target Language</u></b>	<b><u>Price in US \$</u></b>
Arabic	\$0.189
Burmese	\$0.333
Chinese (Simplified and Traditional)	\$0.185
Croatian	\$0.190
French	\$0.265
Japanese	\$0.298
Korean	\$0.279
Nepali	\$0.333
Russian	\$0.198
Spanish	\$0.175
Tagalog	\$0.227
Thai	\$0.204
Turkish	\$0.198
Vietnamese	\$0.234

- \*Languages where orders of less than 800 words can translated in 24 business hours. Rush fee applies.
- Standard turnaround is 48 business hours for all orders less than 2,000 words.
- Desktop publishing \$70.00 per hour
- Minimum Fee of \$125.00
- Additional languages are available

Attachment  
A

24/7 Coverage

Scheduled Services Only

**Language  
List**

	OPI	Onsite	Video
Afrikaans			
Akan			
Albanian			
American Sign Lan.			
ASL			
Amharic			
Arabic			
Armenian			
Assyrian			
Azeri			
Bahasa (Malaysia)			
Bambara			
Basque			
Bassa			
Belorussian			
Bengali			
Bhojpuri			
Bosnian			
Bulgarian			
Burmese			
Cambodian			
Canjobal			
Cantonese			
Cape Verde			
Cebuano			
Chamorro			
Chinese Yunnan			
Choujo			
Chukchi			
Chuukese			
Creole (French, Haitian)			
Croatian			
Czech			
Danish			
Dari			
Dinka			
Dutch			
Estonian			
Fijian			
Finnish			
Flemish			
French			
French Canadian			
Frisian			
Fulde			
Fuzhou			
Ga			
Ganda			
Georgian			
German			
Greek			

	OPI	Onsite	Video
Greenlandic			
Gujarati			
Hakka			
Hebrew			
Hindi			
Hmong			
Hunanese			
Hungarian			
Ibo			
Icelandic (modern)			
Ilocano			
Indo			
Italian			
Jaaxanke			
Japanese			
Javanese			
Kannada			
Kazakh			
Khmer			
Kinya			
Kirundi			
Korean			
Kpelle			
Kurdish			
Lanzhou			
Lao			
Latvian			
Lebanese			
Lithuanian			
Magyar			
Maithili			
Malay			
Malayalam			
Maltese			
Mandarin			
Mandinka			
Marathi			
Marshallese			
Mixteco			
Mongolian			
More			
Myanmar			
Navajo			
Nepali			
Norwegian			
Nuer			
Oriya			
Oromifa			
Pampangan			
Pangasinan			

	OPI	Onsite	Video
Pashtu			
Polish			Y
Ponapean			
Persian			
Portuguese			
Pulaar			
Punjabi			
Quechua			
Romanian			
Russian			
Samoan			
Sara			
Serbian			
Shanghainese			
Sichuan			
Sinhalese			
Slovak			
Somali			
Somali Bantu			
Spanish			
Sudanese			
Swahili			
Swedish			
Tagalog			
Taiwanese			
Tamil			
Tatar			
Telugu			
Teochew			
Thai			
Thai Dam			
Tibetan			
Tigrinya			
Toisanese			
Tongan			
Trukese			
Turkish			
Turkmen			
Ukrainian			
Urdu			
Uzbek			
Vietnamese			
Visayan			
Welsh			
Wolof			
Xhosa			
Yiddish			
Yoruba			
Zulu			