

## **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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("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.**

**Client**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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