



## **TRANSLATION SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between CULTURE CONNECT, INC., a Georgia non-profit corporation (“Culture Connect”), and \_\_\_\_\_ (the “Company”).

### **WITNESSETH:**

WHEREAS, the Company has requested that Culture Connect provide certain services for the Company relating to translation and interpretation and Culture Connect desires to provide these services, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Recitals. The foregoing recitals and provisions are true and correct and are hereby incorporated by this reference as an integral part hereof.

2. Definitions. For purposes of this Agreement, the following terms shall have the definitions ascribed thereto as follows (with other terms being defined elsewhere in this Agreement):

- a. “Atlanta Metro Area” shall mean Gwinnett, DeKalb, Fulton, Cobb, Clayton and Henry Counties.
- b. “Client” means any Limited English Proficient (LEP) individual served by or otherwise related to the Company.
- c. “Complete Appointment” means an appointment commencing at the start time identified in the Service Request and ending at the end of the duration of the appointment provided on the Service Request, as extended or shortened pursuant to Section 7(f).
- d. “No-Show” means that a Client or any other necessary party to the appointment other than the interpreter fails to show up to a scheduled appointment within fifteen (15) minutes of the scheduled start time for such appointment.
- e. “Translation Services” has the meaning set forth in Section 3 of this Agreement.

3. Translation Services. Culture Connect shall furnish professional translation and interpretation services to the Company (the “Translation Services”). Translation Services shall include, but are not limited to, providing a trained, experienced interpreters that are fluent in both English and one of the languages set forth in the first column of the table on Exhibit A attached



hereto and incorporated herein by this reference to attend appointments with Clients as requested by the Company pursuant to Section 5 below. The interpreter provided for each appointment shall be fluent in the language identified by the Company in its request for services for that particular appointment.

4. Engagement of Culture Connect; Term. The Company hereby agrees to engage Culture Connect to provide the Translation Services (described above) for a period (the "Term") of one (1) year beginning on \_\_\_\_\_. This Agreement shall automatically be renewed for succeeding one (1) year periods unless either party provides the other party written notice of its election not to renew this Agreement, which notice shall be provided at least sixty (60) days prior to the expiration of the then-current Term.

5. Obligations of the Company.

- a. The Company shall request an interpreter to provide Translation Services by phone, facsimile or e-mail (the "Service Request") to Culture Connect at the address set forth herein at least twenty four (24) hours prior to the appointment time. The Service Request shall include the date, start time, location, duration of the appointment, and name of the Client.
- b. The Company shall provide to Culture Connect the name of a contact person at the Company who is familiar with the appointment and who will be available during the entire appointment for questions in person or by phone.
- c. The Company will cooperate with Culture Connect as necessary and shall provide such information and assistance regarding the appointment as Culture Connect or its interpreters shall reasonably request.
- d. The Company shall have no other duties or obligations with respect to the Translation Services.

6. Obligations of Culture Connect. In connection with the provision of the Translation Services, Culture Connect shall:

- a. Provide confirmation by phone, facsimile or email of any appointment with an interpreter within twelve (12) hours of such appointment, which confirmation shall include the interpreter's name, the date, start time, and location of the appointment.
- b. Provide to its interpreters forms ("Encounter Forms") which shall be presented to the Company at the commencement of each appointment for Translation Services and signed by a representative of the Company at then end of the Complete Appointment.



- c. Ensure that all interpreters have passed a background check and are trained to interpret for social, legal and medical appointments. Culture Connect shall require all interpreters to attend a mandatory training program covering the basics of interpreting, issues of confidentiality, and advocacy. Culture Connect shall require all interpreters to take a language and interpreting skills test prepared by Culture Connect that determines language skills in both English and the target language.
- d. Culture Connect will comply with all applicable laws, ordinances and regulations applicable to Culture Connect's activities under and pursuant to this Agreement. Culture Connect shall maintain and possess all permits and licenses, if any, necessary to comply with all applicable rules, regulations and requirements of any governmental authority.
- e. Culture Connect shall maintain insurance in the types and amounts as are customary for companies providing Translation Services.

7. Fees. In consideration for providing the Translation Services, the Company shall pay Culture Connect as follows:

- a. Service Fee.
  - i. The Company shall pay Culture Connect a fee (the "Service Fee") equal to the rate provided on Exhibit A attached hereto and incorporated herein by this reference for the specific language for which Translation Services were requested, *multiplied by* the number of hours in the Complete Appointment or two hours, whichever is greater.
  - ii. In the event that the Company provides Culture Connect less than twenty-four (24) hours notice of a requested appointment, Culture Connect shall use reasonable efforts to find an interpreter to provide Translation Services for the appointment. For in-person Translation Services requested within the twenty-four (24) hour period prior to the appointment time, the Service Fee shall equal the rate provided on Exhibit A for the specific language for which Translation Services were requested, *multiplied by* 110%, *multiplied by* the number of hours in the Complete Appointment or two hours, whichever is greater.
  - iii. The Company shall pay the Service Fee for a minimum of two hours for each appointment. Increments over two hours shall be rounded up to the next quarter hour.
- b. Expenses. The Company shall reimburse Culture Connect for any charges Culture Connect or its interpreter pays for parking at the site of the



appointment. An additional charge of \$40 per in-person appointment will be added to partially cover mileage and travel costs. As a condition to reimbursement for any of the aforesaid expenses, Culture Connect shall include with the monthly invoice described in Section 8 below verification of the amount of such expenses.

c. Cancellations.

- i. The Company may cancel a request for an interpreter at any time by giving notice by phone, email or facsimile at least twenty four (24) hours before the time of the appointment without incurring any Service Fee or other fees, charges or expenses.
- ii. If the Company cancels a request for an interpreter within the twenty four (24) hour period immediately preceding the time of the appointment, the Company shall be responsible for payment to Culture Connect of a Service Fee for one (1) hour of Translation Services together with any other expenses or charges incurred in under subsections 7(b) and (c) above.
- iii. In the event of a No-Show, the Company shall be responsible for payment to Culture Connect for a Service Fee for two (2) hours of Translation Services together with any other expenses or charges incurred in under subsections 7(b) and (c) above. Culture Connect shall provide notice to the Company of any No-Show within forty eight (48) hours after the scheduled appointment.
- iv. In the event Culture Connect cancels any scheduled appointment within the twenty four (24) hour period immediately preceding the time of the scheduled appointment, or if Culture Connect does not provide Translation Services for a Complete Appointment, then the Company shall not be responsible for any Service Fees, charges or other expenses in connection with such appointment.

- d. Compliance with Service Request. Notwithstanding anything in this Agreement to the contrary, if the interpreter who attends the appointment complies with all the instructions included in the Service Request and is willing and able to provide Translation Services in accordance with the Service Request, the Company shall pay Culture Connect the Service Fee and any other fees, expenses or charges incurred pursuant to Section 7(a) through (c) above for the Complete Appointment or two hours, whichever is greater. Any change in desired services, failure to provide additional necessary instructions upon arrival, or any other miscommunication which results in the Company's failure to receive, or the interpreters inability to provide,



Translation Services as requested shall be the responsibility of the Company and shall not affect the Company's obligations to pay under this Section 7.

- e. Changes to Appointment End Times. In the event that (1) the Company requests Translation Services to continue after the end of a Complete Appointment, (2) the interpreter determines there is a need to provide Translation Services beyond the end of the Complete Appointment, (3) the Company requests that an appointment end prior to the end of a Complete Appointment, or (4) the interpreter determines that the appointment is finished prior to the end of a Complete Appointment, then in each case, the parties shall write the new end time on the Encounter Form and shall both sign the Encounter Form beneath the revised end time. The revised end time shall for all purposes constitute the end of a Complete Appointment. An extension or shortening of the end time shall not be made without the agreement of both the Company and the interpreter attending the appointment; if either party does not agree to the revised end time then the appointment shall begin and end as stated in the Service Request. The Company shall be responsible for the Service Fee through the end of the Complete Appointment as extended or shortened pursuant to this paragraph 7(f).

8. Payment Procedures. Culture Connect shall invoice the Company monthly during the Term for fees, charges and expenses incurred during the previous month pursuant to this Agreement. Invoices shall include the Client names, date(s) Culture Connect provided Translation Services, length of appointments for Translation Services, the rate(s) charged for the Service Fees, copies of all Encounter Forms related to invoiced appointments, and parking expenses. The Company shall pay Culture Connect the entire invoiced amount within thirty (30) days after its receipt of the invoice from Culture Connect. Any amounts unpaid after the date on which payment is due shall bear interest at the rate of 12% per annum. In the event either party terminates this Agreement in accordance with Sections 9 or 15 below, Culture Connect shall be entitled to the Service Fees and all other fees, charges and expenses incurred or accrued up to the date that the termination is effective.

9. Termination. This Agreement may be terminated at any time by either party upon at least thirty (30) days written notice to the other party, subject the terms of this Section 9. The termination notice shall state a date not less than 30 days after the date of the notice upon which the termination shall be effective (the "Termination Date"). The Company may continue to request, and Culture Connect shall continue to provide, Translation Services during the period after receipt of the notice of termination and prior to the Termination Date. During such period between the notice and the Termination Date, the parties shall comply with all duties and obligations in this Agreement with respect to Translation Services to be provided by Culture Connect prior to the Termination Date. After the Termination Date, the parties shall have no further rights or obligations under this Agreement. Within thirty (30) days following the Termination Date, Culture Connect shall invoice the Company for all outstanding Service Fees and other fees, charges and expenses incurred prior to the Termination Date. Notwithstanding



the foregoing, upon the material breach of this Agreement by either party, the other party may terminate this Agreement in writing to be effective immediately.

10. Relationship of the Parties. In performing the responsibilities hereunder, Culture Connect is acting as an independent contractor, and nothing contained herein shall be construed to create a partnership, agency, joint venture, or employer/employee relationship between the parties. Culture Connect will be solely responsible for all employment and income taxes with respect to its compensation. Neither party has the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party or to bind such other party in any way. Each party shall be responsible for its own social security, withholding, and other applicable tax obligations.

11. Indemnification. Culture Connect shall indemnify, defend and hold harmless the Company from and against any and all liability, responsibility, loss, cost or damage arising out of Culture Connect's failure to perform its obligations under this Agreement, any default by Culture Connect hereunder, or any negligent or willful acts or omissions by Culture Connect. The Company hereby releases Culture Connect from, agrees not to sue Culture Connect for, and agrees to indemnify, hold harmless and defend Culture Connect, its officers, agents, independent contractors and employees from and against, any and all liability, responsibility, loss, cost or damage relating to or arising from the provision of the services contemplated in this Agreement, except to the extent, if any, of any loss, cost or damage resulting directly and solely from Culture Connect's gross negligence or willful misconduct.

**12. Limitation of Liability. Culture Connect shall not be liable for any indirect, special, punitive, or consequential damages which arise under or relate to this Agreement, including but not limited to lost profits. Culture Connect's aggregate liability under this Agreement shall be limited to the amount of fees paid by the Company hereunder. The Translation Services are provided AS IS, without warranty.**

13. Confidential Information. Culture Connect acknowledges that any and all proprietary information supplied to Culture Connect by or on behalf of the Company shall be treated as confidential and shall not be disclosed to any third party for any purpose except in connection with the provision of the Translation Services provided hereunder. Culture Connect shall take appropriate actions by instruction or agreement with each of its employees, contractors, agents and representatives to keep such information confidential. All of Culture Connect's interpreters shall read and sign the "Interpreter Code of Ethics" (a copy of which can be provided upon request) which outlines the duties and responsibilities of interpreters relating to (1) Confidentiality, (2) Accuracy and Completeness, (3) Impartiality, (4) Patient/Client Privacy, and (5) Ethical Violations. Culture Connect agrees that in the event of any breach of this Section 13, the damages will not be easily ascertainable and the Company shall sustain irreparable harm. In consideration of the damages and irreparable harm which shall be sustained due to a breach, the Company may seek and is hereby entitled to an order granting injunctive relief preventing and restraining Culture Connect from any further breach of this Section 13.



14. Entire Agreement; Modification. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations and agreements, written or verbal, between the parties relating to the matters contemplated hereby. This Agreement may not be amended, waived or changed except by written agreement signed by both Culture Connect and the Company.

15. Fee Change Amendments. The Company acknowledges that Culture Connect may change its rates from time to time during the Term and at such time, Culture Connect shall prepare an amendment to this Agreement detailing the revised rates and present it to the Company for execution by the Company and Culture Connect. In the event that Culture Connect proposes an amendment and the parties are unable to come to an Agreement regarding the rates, then this Agreement shall be deemed to have been terminated by the Company in accordance with Section 9 above and the rates in existence at the time of the proposed amendment shall govern until the Termination Date, which shall occur 30 days following the date the amendment was proposed.

16. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered or transmitted successfully via facsimile, or one (1) day following the day when deposited with a commercially respected overnight delivery service such as Federal Express, or three (3) days following the day when deposited in the United States mails, to the following addresses:

If to the Culture Connect:

Culture Connect, Inc.  
Attn: Alexis Dalmat  
4151 Memorial Drive, Suite 207-E  
Decatur, GA 30032

If to the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Waiver. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof and any written waiver in one or more instances shall not be deemed to be a further or continuing waiver of any such right, power or privilege.

18. Successors and Assigns. Subject to the immediately succeeding sentence, this Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. Neither Culture Connect nor the Company may assign or otherwise transfer its interest hereunder without the prior written consent of the other party.

19. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect and the parties hereto shall continue to be bound thereby.



20. Headings. The section headings in this Agreement are for conveniences only; they form no part of this Agreement and shall not affect its interpretation.

21. Governing Law. This Agreement shall be construed and its validity determined by the laws of the State of Georgia. Any suits, claims or causes of action arising from this Agreement shall be brought in a court in DeKalb County, Georgia and all objections to venue and personal jurisdiction in such forum are waived. Should any litigation, including appellate proceedings, be required by Culture Connect to obtain payment of the Service Fee or any other fees or expenses provided for herein, the Company shall be obligated to pay Culture Connect's reasonable attorneys' fees actually incurred, interest, and other costs incident to collection.

22. Counterparts. This Agreement may be executed in separate counterparts. Facsimile copies of this Agreement and any signature hereon shall be considered for all purposes originals.

[SIGNATURES ON FOLLOWING PAGE]





IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first above written.

CULTURE CONNECT, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

**THE COMPANY:**

\_\_\_\_\_  
[Printed Legal Corporate Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]



**EXHIBIT A**

**TRANSLATION SERVICES**

**LANGUAGES AND RATES**

| <b>Language</b>   | <b>Price Per Hour</b> | <b>Price Per 15 Minutes<br/>for Telephonic<br/>Interpretation</b> |
|---|-----------------------|---|
| Spanish   | \$45                  | \$10  |
| Albanian, Amharic, Arabic, Armenian, Bengali, Bosnian, Bulgarian, Cantonese, Croatian, Czech, Danish, Dari, Dutch, Ewe, Falan-Chin, Farsi, Finnish, French, Ga, German, Greek, Gujarati, Haitian-Creole, Harary, Hebrew, Hindi, Hmong, Hungarian, Indonesian, Italian, Japanese, Kashmiri, Khmer (Cambodian), Kirundi, Kiswahili, Korean, Kurdish, Lao, Mandarin, Marathi, Moldovian, Nepali, Oromo, Pashtoo, Polish, Portuguese, Punjabi, Romanian, Russian, Serbian, Sign Language, Slovak, Somali, Tagalog, Taiwanese, Tamil, Thai, Tigrinya, Turkish, Twi, Ukrainian, Urdu, Vietnamese, Wolof, Yoruba | \$50                  | \$12.50   |