



LANGUAGE SERVICE CONTRACT

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LANGUAGE SPECIALIST INDEPENDENT CONTRACTOR AGREEMENT

LANGUAGE CONNECTION LLC solely contracts with qualified/certified language specialists to assist in medical/legal/education/other sectors. This document is to serve as an agreement between LANGUAGE CONNECTION LLC and INDEPENDENT CONTRACTOR. Under the terms of this contract, INDEPENDENT CONTRACTOR agrees to provide services as an independent contractor and not as an employee.

This agreement shall in no way be construed as an offer of employment or otherwise be interpreted to create an employment relationship between LANGUAGE CONNECTION LLC and INDEPENDENT CONTRACTOR.

THIS AGREEMENT is effective as of _____ by and between LANGUAGE CONNECTION LLC, Oregon Limited Liability Company, and _____, operating as an independent contractor ("Contractor").

Terms:

1. Services: Effective immediately, Contractor is eligible to provide language services. This contract does not bind either party to offer or accept any specific number of interpretation assignments.

This agreement shall remain in full force and effect indefinitely or until terminated by either party.

2. No Employment Relationship: LANGUAGE CONNECTION LLC is contracting language services with Contractor as an independent contractor. Nothing in this Agreement shall be construed as creating an employment relationship, nor shall anything

in this Agreement be construed as creating any partnership, agency, or joint venture between Contractor and LANGUAGE CONNECTION LLC. Neither Contractor nor Contractor's employees shall be entitled to any benefits of employment, including, but not limited to, sick or vacation pay, disability insurance, retirement benefits, or workers' compensation coverage.

3. Time and Manner of Performance: Contractor retains control and discretion over the means and manner of performance of the work. However, Contractor attests that they have required expertise, training, and experience to perform language services. Contractor further warrants to provide professional service which includes being timely for all assignments and performing interpretation services accurately and competently as well as maintaining impartiality. LANGUAGE CONNECTION LLC reserves the right to terminate this agreement if contractor fails to meet these requirements.

4. On Time Arrival: Contractor must arrive on time and be available to perform language services for the entire scheduled duration of assignment. If for some unforeseen reason Contractor cannot arrive at the scheduled time, it is contractor's responsibility to notify LANGUAGE CONNECTION LLC to inform about late arrival. Failure to comply will result in termination of this contract.

5. Assignments: LANGUAGE CONNECTION LLC makes no guarantee, express or otherwise, about the amount of work made available to Contractor during the period of engagement. Contractor has full and independent discretion to accept or decline work offered by LANGUAGE CONNECTION LLC. Once an assignment has been accepted by Contractor, Contractor agrees to make all reasonable effort to complete said assignment and must notify LANGUAGE CONNECTION LLC no less than 24 hours that they cannot fulfill their assignment. Failure to communicate with LANGUAGE CONNECTION LLC will result in the termination of this contract and any business relation.

6. Limited English Proficient (LEP) Confirmation: Contractor is required that in addition to actual language services, Contractor should confirm the scheduled appointment with the LEP

individual prior to arrival.

7. Cancellation and Payment Policies: LANGUAGE CONNECTION LLC will provide at least 24 business hours notice of cancellation. Where not possible, Contractor will be paid for one half (1/2) the duration of scheduled job, with a one-hour minimum.

7.2 Compensation. Contractor will be compensated for interpreting services per assignment at the agreed upon hourly rate. Contractor will be paid for the full scheduled duration of the assignment subject to the following provisions:

7.3 Rate. Contractor and Language Connection agree to the negotiated rates in table below. Rates are contingent upon Contractor maintaining credentials as presented at time of signing. Any changes to rate must be confirmed by addendum to this agreement, signed by both parties.

Qualified or Certified Rate

Consecutive		Simultaneous		Standard Legal		Court Certified		Telephonic
Regular Hours	After Hours	Regular Hours	After Hours	Regular Hours	After Hours	Regular Hours	After Hours	
\$	\$	\$	\$	\$	\$	\$	\$	\$

8. LEP No-Show/ On-site/OPI/VRI Cancellation: If Contractor arrives on time and as scheduled for contracted job and LEP does not show, Contractor should confirm with client before leaving. Where an LEP does not appear for a contracted job, Contractor will be paid for the full scheduled duration as if it had occurred.

9. LEP Cancellation and Cancellation confirmation: On occasion Contractor may be notified by LEP ahead of scheduled job that LEP intends on cancelling. However, this information is not always accurate. Therefore, Contractor should assume all contracted jobs are active unless

officially notified of cancellation by LANGUAGE CONNECTION LLC. Contractor must notify LANGUAGE CONNECTION LLC about LEP intent of cancellation so appropriate measures are undertaken.

10. Client Cancellation due to Contractor Late Arrival: If Contractor arrives late such that services are declined, Contractor will not be compensated for the assignment.

11. Compensation: Contractor will be compensated for language services per assignment at the agreed upon rate. Contractor will be paid for the full scheduled duration of the assignment subject to the following provisions:

A) Rate: Contractor and LANGUAGE CONNECTION LLC agree to the negotiated rates in table below. Rates are contingent upon Contractor maintaining credentials as presented at time of signing. Any changes to rate must be confirmed by addendum to this agreement, signed by both parties.

B) On-Time Arrival. On-time arrival is mandatory to ensure contracted job starts as scheduled. Contractor should be available to perform language services for the entire scheduled duration of each assignment. Should Contractor arrive later than or voluntarily leave earlier than the scheduled time for the assignment, Contractor's fee may be prorated. Contractors are not paid additional sums for early arrival.

C) Early Start: Occasionally interpretation services begin earlier than the scheduled time if all parties are present and ready to begin. In this case, Contractor will be paid based on the actual start time as indicated by client signature on appointment form.

D) Early Dismissal: If LANGUAGE CONNECTION LLC client dismisses Contractor prior to end of scheduled duration, Contractor will be paid for entirety of scheduled duration (less any time for an early start).

E) Extension of Scheduled Time: If Contractor is requested by LANGUAGE CONNECTION LLC client to stay longer than the scheduled duration of the assignment, Contractor shall be under no obligation to stay but may choose to do so if their schedule permits, unless otherwise specified by LANGUAGE CONNECTION LLC that additional authorization is needed. Contractor shall not be penalized if they must leave before assignment has finished due to assignment extending beyond scheduled time. In this case, Contractor should advise client to contact LANGUAGE CONNECTION LLC for telephonic language services. In the case that Contractor provides language services longer than the scheduled duration, Contractor will be paid for time served in 5-minute increments.

12. Travel Compensation: Contractors are typically not paid for travel to or from any contracted job. In unusual circumstances, mileage may be negotiated and paid. No travel will be paid unless negotiated prior to contracted job.

13. Invoicing: Contractor will submit an appointment form (invoice) signed by LANGUAGE CONNECTION LLC client. The appointment form will be an accurate and truthful accounting of Contractor's time spent providing services for any individual contracted assignment and should be submitted promptly after completion of the interpreting assignment. Failure to submit forms within 5 days of assignment may impact payment of services. No payment can be made until invoice has been received by LANGUAGE CONNECTION LLC.

14. Taxes: Contractor is not an employee and therefore not subject to payroll withholdings. Contractor is solely responsible for any taxes, Social Security contributions/payments, disability insurance, unemployment taxes, or any other payroll-type taxes applicable to compensation. Contractor indemnifies and holds LANGUAGE CONNECTION LLC harmless from any liabilities arising out of Contractor's failure to withhold or pay taxes.

15. Tools / Licenses: Contractor is responsible for providing, at Contractor 's expense, any and all required licenses/certifications including HIPAA certification, liability insurance and any other records, requirements, and tools necessary for providing interpreting services.

16. No Guarantee of Continued Engagement: This Agreement may be terminated by either party without cause at any time by a written statement.

17. Confidentiality/ Protected Proprietary Information: Protected Proprietary Information means:

A) All confidential, proprietary or trade secret information of LANGUAGE CONNECTION LLC in whatever form.

B) All information, whether written or in other tangible form and whether designated as confidential or not, which is treated by LANGUAGE CONNECTION LLC as confidential.

C) All work product/notes resulting from any individual language job.

D) All information provided to LANGUAGE CONNECTION LLC by third parties which LANGUAGE CONNECTION LLC is obligated to keep confidential including LEP information and appointment forms.

Protected Proprietary information is and will remain the property of LANGUAGE CONNECTION LLC for its exclusive use and benefit. Contractor agrees to hold this information in the strictest of confidence and not make any disclosure without the express written approval of LANGUAGE CONNECTION LLC.

18. Company Property: All Protected Proprietary Information shall remain the sole property of LANGUAGE CONNECTION LLC. Contractor agrees to keep confidential and not divulge company information except to the extent necessary to perform services under this Agreement. Contractor will not cause the transmission, removal, or transport of electronic or physical files

containing company information without express written approval of LANGUAGE CONNECTION LLC. All materials without limitation, including documents, interpreter identification badge, computer media, and electronic data/files, furnished to Contractor by LANGUAGE CONNECTION LLC, or which are developed in the process of performing services, are the property of LANGUAGE CONNECTION LLC and shall be returned upon request and termination of this agreement. Contractor is granted no rights to such materials, except as necessary to fulfill obligations under this Agreement.

19. Other Confidential Information: Contractor acknowledges that as part of services, Contractor may be privy to confidential or other personal information of clients or other third parties. Contractor agrees to maintain all information learned during engagement in the strictest of confidence. Contractor may not disclose, use, retain, or misappropriate any information learned during any contracted job.

Contractor will not publicly share, report, or offer any opinion concerning matters in which they have been engaged, without the full approval of the parties involved, even when that information is not privileged by law. Contractor must be compliant with HIPAA standards and provide proof of HIPAA certification prior to receiving language assignments. Contractor shall take reasonable security precautions and other such action as may be necessary to ensure that there is no use or disclosure of protected information that might violate this agreement. Contractor's duty of confidentiality is ongoing even after engagement ends.

20. Protection of Contractor's Confidential Information: Upon contracting with LANGUAGE CONNECTION LLC certain confidential documentation will be collected including contact information, address, social security number for background check and tax purposes, etc. information is not privileged by law. Contractor must be compliant with HIPAA standards and provide proof of HIPAA certification prior to receiving language assignments. Contractor shall take reasonable security precautions and other such action as may be necessary to ensure that there is no use or disclosure of protected information that might violate this agreement. Contractor's duty of confidentiality is ongoing even after engagement ends. LANGUAGE CONNECTION LLC will treat this information as confidential and will not disclose to third parties

unless specifically required, nor without the express consent of Contractor.

21. No Disparagement or Interference: Contractor will not disparage LANGUAGE CONNECTION LLC nor interfere with LANGUAGE CONNECTION LLC client relationships with its customers, employees, vendors, or others while on assignment representing LANGUAGE CONNECTION LLC.

22. Other Engagements/Conflict: Contractor is permitted to provide services to any other party in addition to LANGUAGE CONNECTION LLC. However, Contractor agrees he/she has no other, or will assume no other agreements, relationships, or commitments to any other person or entity which conflict or interfere with Contractor's ability to fulfill any specific obligation he/she has contracted to perform for LANGUAGE CONNECTION LLC.

23. Screening and Assessment: LANGUAGE CONNECTION LLC reserves the right to refuse Contractor if Contractor refuses or fails to pass background check, does not have the required qualifications, and fails to demonstrate reasonable standards of professionalism, or for any other legitimate business reason. LANGUAGE CONNECTION LLC reserves the right to reassess pertinent skills or qualifications, as necessary.

24. Authority: Contractor has no authority to act as agent for or on behalf of LANGUAGE CONNECTION LLC, or to otherwise bind or create any obligation, express or implied, on behalf of LANGUAGE CONNECTION LLC. Contractor/ Contractor's employees should not hold him/herself out as an employee of LANGUAGE CONNECTION LLC.

25. Entire Agreement/Severability: The Parties agree that this Agreement is the entire agreement between the parties and supersedes all other agreements. This Agreement may not be waived or changed except by written agreement of the parties. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remainder of Agreement shall remain in full force and effect.

26. No Assignment: Contractor may not assign, delegate, or subcontract any duties or rights under Agreement without the express permission of LANGUAGE CONNECTION LLC.

27. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

28. Interpreter Support: LANGUAGE CONNECTION LLC is committed to supporting the safety and dignity of its contractors. If conditions at any interpreting assignment do not prove conducive to this goal, Contractor should alert LANGUAGE CONNECTION LLC immediately.

29. Indemnity: Contractor agrees to defend, indemnify, and hold harmless LANGUAGE CONNECTION LLC for any claims, liabilities, or losses arising out of Contractor's negligence or willful acts.

30. Arbitration: In the event of any disagreement, controversy, or claim between the parties, the parties agree to binding arbitration in the State of Oregon under the rules of the American Arbitration Association. The arbitration shall be confidential.

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR AFFIRMS THEY UNDERSTAND THE NATIONAL STANDARDS OF PRACTICE FOR HEALTHCARE INTERPRETERS AND LANGUAGE CONNECTION LLC INTERNAL POLICIES AND THAT THEY WILL ADHERE TO SAID STANDARDS OF PROFESSIONALISM WHILE PROVIDING SERVICES. VIOLATION OF AGREED UPON TERMS AND/OR INAPPROPRIATE CONDUCT WHILE REPRESENTING LANGUAGE CONNECTION LLC MAY RESULT IN CONTRACT TERMINATION. CONTRACTOR ACKNOWLEDGES HE/SHE HAS THE RIGHT TO HAVE AGREEMENT REVIEWED BY COUNSEL BEFORE SIGNING.

(Sign on next page)

Authorized LANGUAGE CONNECTION LLC Representative

_____Date_____

Contractor

_____Date_____