

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between **Hanna Interpreting Services LLC** ("Hanna"), a full service language provider, and Alvord Unified School District ("Client").

Hanna provides administrative support and facilitates the use of multi-lingual interpreters, document translators, and transcriptions ("Linguists") to assist Limited English Persons (LEPs) based upon request by Client and Hanna availability.

The Client desires to contract with Hanna to provide such services when needed by the Client, and Hanna desires to render such services to the Client.

In consideration of the terms, covenants, conditions, and mutual obligations and promises contained herein, the parties agree as follows:

1. **Term and Termination:** The term of the Agreement shall be for one year beginning the date of execution below ("Effective Date") **with automatic one year renewal terms each beginning on the one year anniversary of the first day of the prior term unless terminated pursuant to the terms of this Agreement.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address below. All written notices required under this Agreement shall be deemed to have been given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) sent by facsimile (with electronic confirmation), or (iv) sent by mail, certified, postage prepaid with return receipt requested to the Center or to the Company, as applicable, at the following addresses:

If to Client, to:

Alvord USD Special Education Department

9 KPC Parkway

Corona, CA 92879

Attention: Paulina Nwuba, Director III

Fax: (951) 509-1501

If to Hanna Interpreting Services LLC to:

Contracting Department

10783 Jamacha Blvd., Ste. 8

Hanna Interpreting Services LLC

Attention: Tom Elias, Esq.

Fax: (619) 741-0017

Notices delivered personally, by courier, or facsimile shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 10:00am on the third business day after mailing.

In the event this Agreement is terminated, it is agreed that Hanna shall be paid for all services performed under this Agreement to and including the date of termination. Full and final payment to Hanna shall be made by Client within THIRTY (30) DAYS of the receipt by the Client of a final itemized statement from Hanna setting forth the services performed and fees due therefore.

2. **Compensation.** In consideration for the Services to be performed under this Agreement, Client agrees to pay Hanna as further described in Exhibit A.
3. **No Direct Scheduling or Hiring:** During the active period of the Agreement and for two (2) years from the termination date of the Agreement, the Client will not pursue scheduling, hiring or contracting with Hanna Linguists directly, whether or not the Linguist is a Hanna employee or an independent contractor. Linguists provided to the Client at any time by Hanna may not be thereafter contacted directly by the Client for any future assignments but must be scheduled through Hanna (not the Linguist).

4. Payment: The Client will be invoiced by Hanna after the assignment date. The Linguist is not authorized to receive payment. Hanna accepts checks and where agreed upon prior, credit card payments made via PayPal. Payment is due upon receipt of invoice, and payment should be made to Hanna Interpreting Services LLC and mailed to 10783 Jamacha Blvd., Ste. 8, Spring Valley, CA 91978.

An invoice is considered late ("Past Due") thirty (30) days after the invoice date. If the Client has Past Due invoices, Hanna will not be obligated to provide Linguists to the Client until the Client's Past Due invoices are paid in full. If the Client has Past Due invoices with Hanna, it may be asked and hereby agrees to supply billing information to Hanna upon which all company balances which are more than 45 days past due may be paid.

5. Billing: Invoices to be paid by Client by check or EFT within 45 days of receipt.
6. Business Associate Agreement. Pursuant to HIPAA and HITECH, Client and Contractor shall execute and enter into the Business Associate Agreement supplied by Client. This Paragraph 8 shall survive the termination of this Agreement, and Contractor shall take steps acceptable to Client to return, destroy or safeguard any Confidential Information in its possession at the date of termination.
7. Indemnification. Each party agrees to indemnify and hold the other party (including each party's officers, employees, and agents) harmless against any and all liability claimed or imposed, including reasonable attorneys' fees, arising from any act or failure to act by the indemnifying party, or its officers, employees, and/or agents, in connection with the performance of its obligations under this Agreement. From termination of this Agreement nor completion of the Services to be performed under this Agreement shall release any party from its respective obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
8. Insurance Requirements. Hanna, at its sole cost and expense, shall maintain proper insurance coverage.
9. Arbitration. If any dispute should arise between the Parties as to the performance, validity, construction or enforceability of this Agreement which cannot be resolved informally, such dispute shall be settled by binding arbitration. The arbitration shall be conducted in the City of San Diego, California, according to commercial rules of the American Arbitration Association ("AAA") as consistent with applicable provisions of the California Code of Civil Procedure. The arbitration may be conducted by a single neutral arbitrator mutually selected by the Parties. If the Parties are unable to agree on a single arbitrator, then each Party shall select one arbitrator, and a third arbitrator shall be chosen by the two arbitrators so selected, and the arbitration shall be conducted by a panel of those three (3) arbitrators. The rules of discovery pertaining to a California court of law shall apply to the arbitration. The arbitration decision shall be based on California substantive law and shall include findings of fact and conclusions of law. The arbitration decision may include equitable relief, including specific performance, but shall not include punitive or exemplary damages. The arbitrator(s) shall not have the power to commit errors of law or legal reasoning, and the panel's decision may be vacated or corrected pursuant to California Code of Civil Procedure §§1286.2 or 1286.6 for any such error. The cost of arbitration, including the administrative fee and the arbitrator(s) fees, shall be shared equally by the Parties. The prevailing Party shall be entitled to reasonable attorneys' fees and costs, as determined by the arbitrator(s). The decision of the arbitrator(s) shall be final and binding as to the Parties, and may be enforced by any court having jurisdiction thereof. This means that arbitration will be the exclusive forum for resolving disputes between Contractor and Client. Both parties expressly waive their entitlement, if any, to have controversies between them decided by a judge or jury.

10. Miscellaneous.

- a) Governing law. This Agreement shall be governed by the laws of the State of California with jurisdiction and venue in the County of San Diego in the State of California.
- c) Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- d) Entire agreement. This Agreement constitutes the entire agreement between the parties on the subjects covered, superseding all other agreements and understandings. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless approved in writing by both parties.
- e) Voluntary agreement. The parties acknowledge that they have carefully read this Agreement and are entering into this Agreement voluntarily, free of any duress or coercion.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in its name and on its behalf as of the signature execution date below.

Client <u>ALVORD UNIFIED SCHOOL DISTRICT</u>	HANNA INTERPRETING SERVICES LLC
By: _____	By: <u><i>Jonathan Barros</i></u>
Print Name: <u>Dusteen Nevatt</u>	Print Name: <u>Jonathan Barros</u>
Title: <u>Chief Business Officer</u>	Title: <u>Diversity and Inclusion Specialist</u>
Date: _____	Date: <u>11-12-2021</u>

Rates

DOCUMENT TRANSLATION			
Language	Rate	Minimum	Minimum Total
Spanish	\$0.15/word	-	\$75.00
All Other Written Languages	\$0.25/word	-	\$100.00
Desktop Publishing	\$75.00/page	-	\$75.00
Rush Fees (within 72 business hours)	Waived	Waived	Waived
ON-DEMAND OVER THE PHONE INTERPRETING (OPI)			
Language	Rate Per Minute	Minimum Minutes	Minimum Total
All Spoken Languages	\$1.29	1	\$1.29
Set Up Fees	Waived	Waived	Waived
Monthly Maintenance Fee	Waived	Waived	Waived
ON-DEMAND VIDEO-REMOTE INTERPRETING (VRI)			
Language	Rate Per Minute	Minimum Minutes	Minimum Total
All Spoken Languages	\$2.29	1	\$2.29
American Sign Language (ASL)	\$2.29	1	\$2.29
Set Up Fees	Waived	Waived	Waived
Monthly Maintenance Fee	Waived	Waived	Waived
PRE-SCHEDULED CONSECUTIVE INTERPRETATION (IN-PERSON, OPI, VRI)			
Language	Rate Per Hour	Minimum Hours	Minimum Total
Spanish	\$45.00	2	\$90.00
All Other Spoken Languages	\$60.00	2	\$120.00
American Sign Language (ASL)	\$100.00	2	\$200.00
Rush Fees	Waived	Waived	Waived
Mileage/Travel Expense	Waived	Waived	Waived

PRE-SCHEDULED SIMULTANEOUS INTERPRETATION (IN-PERSON, OPI, VRI)			
Language	Rate Per Hour	Half-Day Minimum Hours	Full-Day Minimum Hours
Spanish	\$100.00	3	6
All Other Spoken Languages	\$200.00	3	6
American Sign Language (ASL)	\$100.00	3	6
Rush Fees	Waived	Waived	Waived
Mileage/Travel Expense	Waived	Waived	Waived
CONFERENCE INTERPRETATION EQUIPMENT			
Equipment	Cost Per Session	Minimum	Total
Digital Medium Area Transmitter	\$100.00	1	\$100.00
Multi-Channel Receivers & Headsets	\$7.00	1	\$7.00
Roundtrip Shipping	\$40.00	1	\$40.00

TERMS AND CONDITIONS	
Document Translation:	
Cancellation Policy: Client may not cancel a document translation request once a quote has been approved by the client representative.	
On-Demand Over-The-Phone Interpretation (OPI):	
Cancellation Policy: Client may cancel a telephone interpretation without penalty any time prior to being connected to the interpreter.	
Billing Increments: Additional time after the minimum shall be billed in one (1) minute increments.	
On-Demand Video-Remote Interpretation (VRI):	
Cancellation Policy: Client may cancel a video interpretation without penalty any time prior to being connected to the interpreter.	
Billing Increments: Additional time after the minimum shall be billed in one (1) minute increments.	
Pre-Scheduled Consecutive Interpretation (In-Person, OPI, VRI)	
Cancellation Policy: All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than twenty-four (24) hours prior to the assignment date and time in order to avoid being charged the entire scheduled time. Cancelling services must be done through Hanna's Scheduling Department (not the interpreter).	
Billing Increments: Additional time after the minimum shall be billed in fifteen (15) minute increments. Requests estimated to exceed the minimum hours shall be billed for the estimated duration.	
Pre-Scheduled Simultaneous Interpretation (In-Person, OPI, VRI)	
All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than forty-eight (48) hours prior to the assignment date and time in order to avoid being charged the entire scheduled time. Cancelling services must be done through Hanna's Scheduling Department (not the interpreter).	
For Half-Day requests, if the hearing exceeds the three (3) hour minimum, the request shall convert into a Full Day request and a minimum of six (6) hours shall be billed. For Full-Day requests, additional time after the six (6) hour minimum shall be billed in fifteen (15) minute increments of the hourly rate.	
Conference Interpretation Equipment:	
All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than forty-eight (48) hours prior to the assignment date and time in order to avoid being charged the entire scheduled time. Cancelling services must be done through Hanna's Scheduling Department (not the interpreter).	