

INTERPRETING SERVICES Service Level Agreement

Passport To Languages Inc. 6443 SW Beaverton-Hillsdale Hwy Ste 390 Portland, OR 97221 10/13/2019

Introduction

This Service Level Agreement is mad Passport To Languages Inc., herein			o as "Client" and
This Service Level Agreement states beginning Either party written notice. This document sets agree that any modification to it mu	may terminate this forth the entire agr	s agreement without caus reement between the two	e, with a thirty (30) day

Purpose

This document provides an agreement between Passport To Languages Inc. and ______ as to what constitutes acceptable service in quantifiable and measurable terms. It documents the mutually accepted service objectives, how those objectives will be delivered, monitored, and measured, and the schedule of distribution for the measurements via client specified reporting requirements.

The intent of this Service Level Agreement (SLA) is to ensure the proper understanding and commitments are in place for effective support, measurement and resource planning in the provision of delivering language access services. This is intended to be a representation of service level expectations.

Included in this SLA are our service objectives and measurements for market performance, our scope of services and responsibilities, our preferred channels for accessing services, cancellation and billing policies, expected responsibilities of the client, our fee schedule, and our signature page.

PTL Service Objectives and Measurements

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Objectives	Provide for ease of ordering services.
	 Provide reliable and viable access to all channels for the delivery of scheduled/ or on- demand language access to Client LEP members (via onsite, phone, or video)
	 Provide courteous, competent staff members, equipped to interface with your team.
	 Provide and consistently deliver trained, background-checked, punctual, and professional interpreters to client appointment locations and/or via telephone. (properly certified, given the type of appointment)
	 Provide for diligent, impartial, and ethical, high percentage filling for all scheduled on-site appointments
	 Provide active and meaningful recruitment in languages where certain LEP populations may be underserved.
	 Provide that PTL is adequately staffed to coordinate multiple and diverse client requests with varying degrees of complexity and time challenge.
	 Provide a viable and responsive mechanism to channel feedback through, and to receive prompt and thorough remediation for.
	o Complaint mitigation
	o Special requests
	o Customized reporting
	 Act as a trusted extension of our clients' team; producing results that positively impact their business objectives
	 Provide documentation that supports our commitment to the highest levels of technical support, data security, and the safeguarding of all PHI and confidential information.
	Provide strict adherence to current HIPAA laws in place
	Provide timely, ethical billing; with customizable features.
Service Reliability	Provide consistent delivery for each encounter with client when ordering services.
	 Provide consistent delivery in filling client appointments with the goal of improving the LEP community health outcomes or those otherwise served.
	 Provide a robust business continuity plan in the event of inclement weather, power outage or natural disaster that could affect the level of integrity required to deliver services.
Service Measurement	 Provide monitoring for all systems related to the optimal delivery of services. Define tolerance for levels of service expectation from each individual client and develop service plans to achieve mutual goals by defining metrics with quality improvement planning.
	 Provide operational reports to show collected measurements relevant to the targets defined by the client.
	Provide alignment of the outgoing monitoring of service against the targets.

Scope of Services/Responsibilities of Contractor

A. Contractor agrees to provide the Client with an access telephone number of **1-503-297-2707**, **and 1-800-297-2707** outside of Portland. This number will be used **Monday thru Friday** 7:30am - 5:30pm. PST, after hours (5:31 pm - 7:30 am PST) and on weekends and legal holidays. Our after-hours partnership can receive appointment requests, deliver interpreter services via telephony, and attempt to fill emergent requests.

- B. Contractor agrees to provide customized billing information to the Client, which may include but is not limited to the following:
- * Date and Time of the encounter.
- * Length of time needed
- * Language for which the service is provided.
- * Name of caller and phone number
- * Department
- Patient's Name and phone number
- * Interpreter's Name
- C. Contractor agrees to provide coverage in the languages offered on a 24 hour, 365 days a year basis.
- D. Contractor agrees to conference call Client and interpreter whenever possible.
- E. Contractor shall maintain for the duration of this Agreement errors and omissions insurance for all interpreters who provide service from Passport To Languages Inc. for the Client. The insurance shall have a minimum of \$3,000,000 in coverage and Contractor shall provide the Facilities Provider with a certificate evidencing such coverage. The Client will be given at least a thirty (30) day written notice of any cancellation, modification or reduction in coverage in this insurance.
- F. Contractor agrees to send invoices for services within 90 days from date of service.

PTL Responsibilities

Roles	Responsibilities
Onsite Interpreter Candidates	 Each candidate must go through and pass a background check Each candidate must pass the standard HIPAA test. Each candidate must read through Standards and Ethics for Healthcare Interpreters and pass the national test. (NCIHC 2005) Each candidate must pass a standardized written and verbal fluency test for terminology in both source and target languages (CCHI issued) All candidates and active interpreters will be screened monthly against OIG exclusion reports (OIG.HHS.GOV-LEIE Database) Each candidate must confirm citizenship Each candidate must supply necessary immunizations and drug tests

Onsite Interpreters

- All Interpreters are initially trained to render a complete and accurate interpretation without
 altering, omitting, or adding anything to what is stated or written, and without explanation.
 The obligation to preserve accuracy includes the interpreter's duty to correct any errors of
 interpretation discovered by the interpreter during the service.
- Interpreters are to accurately and completely represent their certifications, training, and pertinent experience at time of onboarding
- All Interpreters working in the Health Care field should be recognized by the state as either Healthcare Certified or Qualified; or be in the process of obtaining credentialing through training and practicum.
- Interpreters are trained to be impartial, unbiased, and not advocate for the patient nor provide any bias. Their role is as a conduit and to only repeat what is being said. They are instructed to limit themselves to the scope parameters of interpreting only, devoid of any other activities.
- Interpreters are instructed to leave the room if a provider walks out and never to be alone with the patient.
- Interpreter is never to engage in any side conversations with the client or patient
- Interpreters are instructed to report any potential conflict of interest upon discovery, prior to rendering services.
- All interpreters are instructed to act with a courteous, professional demeanor; and to conduct themselves in a manner consistent with the professional setting, all while being as unobtrusive as possible.
- Interpreters are sworn to protect all privileged and confidential information as part of, but not limited to, HIPAA compliance.
- Interpreters are instructed to stay within the main confines of interpreting only.
- Interpreters are trained in cultural competency towards their intended community
- Interpreters are instructed to dress professionally, and to avoid any unnecessary fragrances or colognes.
- Interpreters are advised to arrive 10-15 minutes early to appointments, and will remain for the duration of their scheduled time.
- Interpreters are never to log on to public computers to receive any work appointments and all forms must be kept confidential and sent back promptly.
- Interpreters receiving complaints in the market space will be remediated in a fair and impartial way.
- No interpreter is to ever exchange or accept gifts or favors to leverage client relationships or try to ensure repeat work.
- Interpreters are never to schedule for the patient, based on their own schedule.
- Interpreters are trained to never refuse to interpret, and to make sure that they maintain fidelity by covering the entire scope of the conversation, never leaving anything out.
- Interpreter possesses extensive vocabulary in both languages.
- Interpreter interprets the message completely and accurately.
- Interpreter allows parties to speak for themselves.
- Interpreter refrains from interjecting personal opinions.
- Interpreter does not change the register—meaning the level of speech, whether very technical or detailed, or a child's speech.
- Interpreter is courteous and professional.
- Interpreter is to speak clearly and loudly
- Interpreter positions his of herself to be able to hear and to be heard by both parties for

whom he as she is interpreting
whom he or she is interpreting.
Interpreter is to keep grammatical constructions as simple as possible
Interpreter is to make eye contact with the party to whom he or she is speaking to.
 Interpreter is to use the first person when speaking to enhance direct communication.
 Interpreter avoids idiomatic words and phrases, and the use of slang.
 It is expected that in any venue, professional arena, or public service activity, interpreters should be informed of and should agree to uphold a code of ethics. These ethics include confidentiality; accuracy and completeness of interpretation; impartiality; disclosure of conflict of interest; professional courtesy; and participation in basic training and ongoing professional development.
 Interpreters are experienced and can document their qualifications.
 Telephonic interpreters can be connected via on demand service after critical information is given to the CSR Client can access OPI by calling PTL directly, or by establishing their own TFN In all cases, we can respond to all calls and connect callers in or under two minutes to an interpreter. In all cases, caller is requested to provide a call back # in case of an inadvertent drop in service. All languages available on our language list are available via on-demand telephonic service. In the case the client needs a very rare language, it may be required to be pre-scheduled Interpreters can and will assist in dialing out to a necessary 3rd party upon discovery, or when required.
 We follow ethical and accurate billing procedures. It is company policy to reflect accurately on all invoices the agreed upon unit prices, and any other terms for services rendered. Every employee has the responsibility to maintain accurate and complete notes and records. No false, misleading, misconstrued or artificial entries are allowed into our proprietary file maker system. All billing is to be done with fidelity, accuracy, and timeliness. Billing agents are encouraged to interact with clients to the extent that it involves understanding billing policies and updating procedures. Billing agents are to always make sure to include all data for the required fields; so that the client can identify and qualify each encounter with ease. All billing agents are to create and send all invoices promptly, consistently, and without errors. All billing agents are to engage in professional courtesy calls on any late bills and possible line items in dispute. All billing agents are encouraged to proactively seek complete resolution on any billing error(s) that may have occurred. The billing department is also able to make any needed alterations, such as customized billing, reporting, etc. upon request.

Customer Service Team

- Identifies and implements best ordering channels for client for optimal delivery (phone, fax, email or online portal)
- Makes sure to pay attention to detail when taking appointment data to ensure correct language, date, time, and any gender specificity
- Makes sure to safeguard all private health information and apply best practices through adherence to HIPAA rules
- All members interact effectively and professionally with clients, and deliver positive interpreter appointment results, by working within an efficient system.
- Flexibility and willingness to adapt service to client needs
- Monitors all ordering channels against patient data to avoid double booking
- Maintains responsibility for managing the lifecycle of all service requests.

Compliance Team

- Handles and fully remediates incidents and issues with the delivery of service, potential security breaches, and performance by interpreters in the market space.
- Implements any necessary updates to team members and contracted staff
- Updates and inventories all best practices, procedures, and industry compliance metrics.
- Stays current with educational opportunities and credentialing for certifications.
- Monitors and tracks client feedback and assimilates data into logical reporting
- Monitors employees and adherence to HIPAA and stays current with applicable updates
- Monitors interpreters in the field to make sure they are consistently applying best practices.
- Provides functional escalation by potentially transferring an incident, problem or change to a technical team with a higher level of expertise.

Service Level Manager/Customer Liaison

- Identifies service level requirements and customer requirements for new or updated services
- Monitors the progress of customer-related projects, such as solution development projects
- Negotiates and implements service level requirements for any proposed new / developing services and coordinates with IT team
- Facilitates the identification and resolution of customer satisfaction issues
- Ensures that monthly service levels are meeting customer needs and ensures appropriate action is being taken when they are not.
- Organizes and maintains regular service level reviews with the Service Provider which covers:
 - Current performance
 - Review of service levels and targets (where necessary);
 - Any actions required to maintain or improve Service Levels
- Facilitates the identification and resolution of customer satisfaction issues
- Acts as co-ordination point for any temporary changes to service levels required (i.e. extra support hours required by the client, changes in ordering services, reporting, etc.)
- Allocates workload across different geographic capacity pools to meet customer needs and utilization requirements.
- Ensures that changes are assessed for their impact on service levels
- Sponsors, leads, and funds improvement team for the delivery infrastructure.
- Forecasts service demand and resource needs within client cost budget.

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- Provides consistent telephony and web access to client
- Aids with service ordering channels:
 - Via Fax
 - Web Portal
 - o Via Email
 - Via Telephone
 - o Via Video
- Vertically provides technical support to safeguard all private and confidential information
- Actualizes any formal service request from a user for something to be provided
- Provides vertical description of all networks, network security certificates, devices, servers, workstations, operating systems, software, backup, and applications utilized for services rendered.
- Communicates requirements to the Customer Liaison in order to determine service specifications
- Obtains feedback from users concerning satisfaction with the services provided
- Communicates any issues with the services provided to the Customer Liaison or the Service Delivery Management Team.
- Executes day-to-day operations, enabling consistent service to be provided.
- Provides data on the execution of services.
- Provides custom document reporting to clients.
- Performs routine maintenance tasks as well as schedules security checks for HIPAA compliance on quarterly and annual levels.
- Implements approved operational changes.
- Performs system tuning.
- Provides operational reports: to help the outgoing monitoring of service against the targets
- Maintains operational logs and journals, including monitoring data.
- Maintains all operational knowledge bases.

Delivery of Service via Access Channels

Interface	Availability	Access
Telephone	24/7/365	503-297-2707 * 800-297-2707
Fax	24/7/365	503-297-1703
E-mail	24/7/365	info@passporttolanguages.com
Web Portal	24/7/365	https://www.passporttolanguages.com
Video	7:30-5:30 (M-F)	<u>Vsee.com</u>

Cancellation Policy

If an appointment is cancelled less than 4 hours before the stated appointment time, or if the patient does not show up for the stated appointment, the interpreter will be paid for the requested time (minimum of 1 hr). *Client is not charged for full rate if interpreter is late for an appointment, or for some unknown reason is a "no-show". In these rare cases, we will either provide telephonic interpreting at no cost, OR credit the full hour on-site cost back to client. PTL will not bill the client and will not pay for any interpreter that does not show up to perform the services ordered and verified by PTL to client.

Billing Policy

All billing will be done in a timely fashion and will include appointments up to 90 days of previous service.

Passport To Languages only bills for stated time, given that the interpreter was there the entire time. Should an interpreter depart early for any reason, they will be subject to discipline, and client will only be billed for actual time services were rendered. If they are late, client will only be billed for the time the interpreter was there.

If it has been unequivocally shown that an interpreter "ghosted" an appointment, there will be a severe reprimand by management, and the client will not be subject to any purported expenses gestured by the interpreter in question. *ghosting defined as the Interpreter went, got signed in and out, but never actually attended or serviced the appointment.

Responsibilities of Client

- A. The Client will be responsible for providing their employees who are authorized to access our services the following information:
 - The phone number assigned to the Client.
 - The list of languages available.
 - List of channels to access services
- B. Client agrees to make payment of invoices received within 30 days, and mail to: 3912 SW 43rd Ave, Portland, OR 97221
- C. Client agrees to immediately notify Contractor regarding any problems with accessing the service or any problems encountered while using the service.
- D. Client agrees to pay fee for time requested if cancelled 4 hours or less before appointment or if the patient does not show.
- E. If necessary, client agrees to provide authorized list of personnel that are allowed access to services; or other security-related processes, whose implementation will be retained by the client as requested.
- F. Client will provide most revised omnibus BAA for signature, in exchange for the mutual sharing of PHI. If client does not have one, PTL can supply its own version and send out for signature.

Fee Schedule

Client and Contractor agree to the following fee schedule:

A. The rate for <u>telephone</u> interpreting in all languages and at all hours is \$ x cost/ per minute. There are no minimum monthly usage requirements for this program. *Cancellation fees and different rates may apply for scheduled languages of lesser diffusion.

- B. <u>On-site medical/business/education (spoken language)</u> interpreting is as follows:
 - \$X cost/ per hour for consecutive modality
 - \$X cost/ hr for simultaneous modality.

 One-hour minimum, billed in 15-minute segments, (rounded up to the nearest quarter hour after the first hour).
 - Rare languages rate is \$X cost/hour for consecutive only. (to be determined by PTL)
- C. On-Site Legal Interpreting
 - Certified= \$Xcost/hr with a two-hour minimum
 - Qualified=\$Xcost/hr with a two-hour minimum
- D. <u>American Sign Language</u> (All ASL Interpreters RID Certified)
 - \$X cost/hr -onsite only, two-hour minimum, billed in 30-minute segments after 2nd hour.
- E. <u>Travel</u>: *If long travel is required (and approved by client), the following charges would apply:
 - 20.00/hr for drive time
 - And .35 per mile.

F. Video Interpreting -On Demand

- \$Xcost/ minute for Spanish
- \$Xcost/ minute for all other spoken languages
- \$Xcost/ minute for ASL (American Sign Language)
- G. <u>Video Interpreting –Scheduled</u> *All languages must be scheduled 48-72 hours in advance:
 - All languages via video- \$Xcost/per hour/ on site at Passport Studio.
 - American Sign language video \$Xcost/ per hour on site at Passport Studio;
 - For scheduled video: One-hour minimum, billed in 15-minute segments after 1st hour, (rounded up to the nearest quarter hour after the first hour.
- H. Written Document Translations are \$Xcost/hour

Signature Page

CLIENT SIGNATURE

Kind Lewsons	
Robin Lawson, President	Date 00/00/0000
PASSPORT TO LANGUAGES INC.	
Client: XYZ Client	
Address: 00000 Street #00 Anytown, Sta	te 00000
Contact: John Smith	Email: client@clientemail.com
Phone: 000-000-0000	Fax: 000-000-0001
	Date 00/00/0000

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