



Language Services Agreement

This agreement, is generated by Language Network and is created exclusively for use by Newport Mesa Unified School District

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INTRODUCTION

Thank you for reaching out to Language Network. Please find a two-page no obligation Language Services Agreement, Language List, and Rate Sheet for the language services we can offer you.

COMPANY BIO

Language Network is a leading California provider of on-demand language services specializing in on-site interpreting, over-the-phone interpreting, and translation. We proudly offer language solutions in 200 languages such as Arabic, Chinese, Farsi, Vietnamese, Spanish, and ASL just to name a few. It's our mission to be the language support partner you can trust to deliver your message across language barriers. Our team and network of 2000 California interpreters have 27+ years of experience serving Healthcare, Education, Legal, Government, Social Services, and Private Business clients.

We believe here is no substitute for cultural and linguistic relevance and accuracy. As a professional organization we are active members of the American Translators Association (ATA), Association of Language Companies (ALC), and the California Healthcare Interpreters Association (CHIA). We hope to support Newport Mesa Unified School District with outstanding language services.

EXECUTIVE SUMMARY

The following agreement presents the full scope of language services we can provide you. We believe as your language support partner we can help your

organization drive increased satisfaction, compliance and engagement with your consumers in other languages. This agreement provides a complete overview of the language services available to you.

LANGUAGE SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into on 09/25/2018 ("Effective Date") by and between Newport Mesa Unified School District and Language Network, Inc referred to as ("Language Network").

Recitals

WHEREAS, "**CLIENT**" has entered into contract with Language Network, a language service provider.

WHEREAS, "**CLIENT**" has agreed under the terms establish herewith to engage the services of linguists to perform language services, including, but not limited to, in-person interpretation, telephone interpretation and document translation; and

WHEREAS, "**CLIENT**" desires to engage Language Network to perform language services; and

WHEREAS, Language Network desires to enter into this Memorandum of Understanding (MOU) to perform such interpreting services according to the terms and conditions of this Agreement;

NOW THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. Nature of the Service: Language Network will provide interpreting/translating services as required by "Client"

2. Term of Agreement: This agreement will become effective upon signing of both parties, and will continue in effect unless terminated, with or without cause, upon

thirty days written notice by either party. Rates will increase 3% annually, beginning one year from date of contract execution.

3. Charges, Invoices and Payment: In consideration of these services, "CLIENT" will pay Language Network the amount in the manner set forth in pricing schedule. Payment is due within 30 day of invoice date. Late payment will be subject to penalties equating to 5% of the invoice amount.

4. Privacy of Communication: The linguist shall keep all information that they may come across in the course of their work confidential and will not communicate it to a third party.

5. Arbitration: Any dispute, claim or controversy arising out of or relating to this Agreement shall be settled by a binding arbitration in accordance with the rules and regulations fo the Judicial Arbitration and Mediation Services ("JAMS"). Arbitration shall be before a single arbitrator who shall be a retired judge of the State of California. Any award shall be final and binding up on the parties and judgement upon any such award may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitrators shall be born equally by the parties. Each party shall pay its own fees and costs relating to any arbitration proceeding, including attorney's fees.

6. HIPAA/HITECH/FERPA Compliance: Language Network is fully compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)/Health Information Technology for Economic and Clinical Health (HITECH) guidelines for healthcare transactions and Family Educational Rights and Privacy Act (FERPA) for academic transactions.

7. Miscellaneous Provisions:

7.3. Entire Agreement: This Agreement, including any Exhibits attached hereto, is the entire agreement between two parties hereto relating to the subject matter addressed herein and supersedes all prior representations, promises or agreements, whether oral or written.

7.4. Amendments: This Agreement may not be amended absent a written agreement by the parties, except that "**CLIENT**" may provide of a proposed amendment to this Agreement and Language Network shall be deemed to have

accepted the proposed amendment unless Language Network provides "**CLIENT**" with written notice rejecting the proposed amendment within fifteen (15) days of receiving such notice.

7.6. Governing Law: This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

7.8. Notices: Any notice required to be provided under this Agreement shall be sent by United States Postal Service, postage prepaid, return receipt requested, addressed as follows:

To "Client"

Contact Person: Vanessa Galey
Address: 2985 Bear Street
City/State/Zip: Costa Mesa CA 92626
Phone: 714-424-8984
Email: cwarner@nmusd.us

If to Language Network:

Language Network, Inc
101 E. Redlands Blvd, Ste 247
Redlands, Ca, 92373
Tel (949)-733-2446

7.9 Invoices: Invoices for services rendered will be sent to:

Contact person: Clare Warner
Address: 2985 Bear Street
City/State/Zip: Costa Mesa, CA 92626
Phone: 714-424-8984
Email: cwarner@nmusd.us

ACCEPTANCE

Your signature below indicates acceptance of this agreement , and entrance into an agreement with Language Network beginning on the date of signature.

Language Network

101 E. Redlands Blvd, Ste 247, Redlands, Ca, 92373

949-733-2446



Signature: _____

Date: 09/25/2018

Newport Mesa Unified School District

2985 Bear St, Costa Mesa, CA 92626 | (714) 424-5000

Signature: _____

Date: _____

RATES

Translation and Interpreting Rate Sheet- Education

In an effort to provide **professional language solutions in 200 languages** at an affordable rate, we have partnered with local interpreters and translators to offer the following reduced rates. We ***believe there is no substitute for linguistic and cultural competence and are proud to be a language support partner with your organization.***

On-site Interpreting Rates

On-Site Interpreting - Tier 1 Languages: Spanish	\$ 90.00	Per Hour
On-Site Interpreting -American Sign Language (ASL)	\$ 110.00	Per Hour
On-Site Interpreting - Tier 2 Languages	\$ 140.00	Per Hour
On-Site Interpreting - Tier 3 Languages	\$ 160.00	Per Hour

Over-the-Phone Interpreting Rates

Over-the-Phone Interpreting - Spanish	\$ 2.00	Per Minute
Over-the-Phone Interpreting - All Other Languages	\$ 2.25	Per Minute

**2hour minimum fee applies for on-site interpreting assignments. Each hour after 2 hours is billed at 15 minute increments. Hourly charge will commence from interpreter's initial arrival to interpreter's final departure.*

**15 minute minimum fee applies for over-the-phone interpreting calls. Begins once an interpreter is on the line.*

**Cancellation Policy: A reduced cancellation rate applicable if appointment is cancelled less than 24 hours (business day) before appointment. The interpreters are allocated time for your assignment alone, therefore cancellation notifications less than 24 hours (business day) must be billed.*

**Additional Charges: Mileage may be billed at \$.535/mi (or current IRS rate if different from stated) round trip from interpreter's location to site. Parking fees, tolls, entrance fees to be reimbursed.*

DISCLAIMER: This price list is to be used as reference. The prices here are based on normal turnaround time and general content. The actual price might vary according to each job's requirements, location, content, availability of interpreters, and requested turnaround time.

Document Translation Rates

Professional Document Translation - Tier 1 Languages: Spanish	\$ 0.20	Per Word
Professional Document Translation - Tier 2 Languages	\$ 0.30	Per Word
Professional Document Translation - Tier 3 Languages	\$ 0.35	Per Word
Document Translation- Project Minimum	\$ 100.00	Per Project
Rush Translation (Less than 48 hour turnaround)	25%	Per Project
Desktop Publishing	\$15	Per Page
Volume Discount (10% Reduction for files over 10,000 Words)	10%	Per Project

* Price above includes translation, editing, and proofreading by two professional translators.

*Basic Translation rates are available if the project won't fit your budget.

Contact Us

Office Hours: M-F, 8am-5pm PST

Email: staff@languagenetworkusa.com

Phone: 949-733-2446

DISCLAIMER: This price list is to be used as reference. The prices here are based on normal turnaround time and general content. The actual price might vary according to each job's requirements, location, content, availability of interpreters, and requested turnaround time.

200 Languages and Growing

Tier 1 Languages:					
Spanish					
ASL Tier:					
American Sign Language					
Tier 2 Languages:					
Arabic (Egyptian)	Chinese Mandarin	Flemish	Hungarian	Polish	Swedish
Arabic (Iraqi)	Croatian	French	Italian	Romanian	Tagalog (Filipino)
Arabic (Modern Standard)	Czech	French Canadian	Korean	Russian	Taiwanese
Arabic (Moroccan)	Danish	French Creole	Latvian	Serbian	Ukrainian
Arabic (Sudanese)	Dutch	Georgian	Lithuanian	Sicilian	Vietnamese
Arabic (Yemeni)	Estonian	German	Macedonian	Slovak	
Chinese Cantonese	Finnish	Greek	Norwegian	Slovene	
Tier 3 Languages:					
Acehnese	Chin (Falam)	Hmong	Lao	Pidgin (Nigerian)	Tigrinya
Acholi	Chin (Hakha)	Hokkien	Lautu	Ponapean/Pohnpeian	Toisanese
Afghani	Chin (Lai)	Icelandic	Lingala	Portuguese (Brazilian)	Tongan
Afrikaans	Chin (Mizo)	Igbo	Lorma	Portuguese (European)	Tosk
Akan	Chin (Tedim)	Ilocano	Luganda	Portuguese Creole	Trukese/Chuukese
Akateco	Chin (Zo, Zomi)	Ilonggo	Luo	Pulaar	Turkish
Albanian	Chin (Zophei)	Indonesian	Maay-Maay	Punjabi	Twi
Amharic	Choujo	Japanese	Malay	Q'anjob'al	Urdu
Anuak	Chuukese	Jarai	Malayalam	Rohingya	Uzbek
Armenian	Cotocoli (Tem)	Jiangsu	Mam	Samoan	Visayan
Ashanti	Dari	K'iche' (Quiché)	Mandinka	Sango	Wolof

Assyrian	Dinka	Kannada	Mara	Senthang	Xhosa
Azeri	Dioula	Karen	Marathi	Shanghainese	Yiddish

Tier 3 Languages: Continued					
Bahasa (Malaysian)	Edo	Karen (Pwo)	Marshallese	Shona	Yoruba
Bambara	Ewe	Karenni (Kayah)	Matu	Sichuan	Yup'ik
Bashkir	Farsi	Kazakh	Mbay	Sinhalese	Zulu
Basque	Foochow (Fuzhou)	Khmer	Mende	Siyin	
Bassa	Fukienese	Kikongo	Mien	Somali	
Belarusian	Fulani	Kikuyu	Mina	Somali Bantu	
Bengali	Fulde	Kinyamulenge	Mixteco (Alto)	Soninke	
Bosnian	Fuzhou	Kinyarwanda	Mixteco (Bajo)	Soninke (Sarahuli)	
Bulgarian	Ga	Kirundi	Moldovan	Soninke (Sarakhole)	
Burmese	Garre	Kituba	Mongolian	Sorani (Kurdish)	
Cambodian	Guarani	Kizigua (Kizigula)	Montenegrin	Sousou	
Cape Verde Creole	Gujarati	Kosraean	More	Swahili	
Carolinian	Hainanese	Krahn	Mushunguli	Sylheti	
Catalan	Haitian Creole	Krio	Navajo	Tajik	
Cebuano	Hakka (Chinese)	Kunama	Nepali	Tamil	
Chaldean	Harar	Kurdish	Nuer	Telugu	
Chamorro	Hassaniya	Kurdish (Bahdini)	Oromifa	Temne	
Chao-Chow	Hausa	Kurdish (Kurmanji)	Pashto	Teochew	
Cherokee	Hebrew	Kurdish (Sorani)	Patois (Jamaican)	Thai	
Chin	Hindi	Kyrgyz	Pidgin (Cameroonian)	Tibetan	