

TRANSLATION / INTERPRETATION AGREEMENT

This Agreement is made effective as of Dec 1st, 2018, by and between Mountain View Whisman School District – Special Edu. (hereinafter "Company") and ORCHID INTERPRETING, INC. (hereinafter "TRANSLATOR"). Company and TRANSLATOR are sometimes referred to in this Agreement as a "Party" or, collectively, as "the Parties."

Therefore, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Upon request by COMPANY, TRANSLATOR will provide interpreting and translation services (hereafter referred to as "SERVICES") at requested location as appropriate to meet the communication needs between COMPANY's clients and their providers. SERVICES will be provided for languages listed on Exhibit 1.
2. **PERFORMANCE OF SERVICES.** The extent of SERVICES to be performed shall be as follows:
 - A. Interpreting SERVICES will be provided onsite or by phone on an as-needed basis.
 - B. Translation SERVICES will be provided on an as-needed basis.
 - C. SERVICES will be available Monday through Friday from 8:00 A.M. to 5:00 P.M. Pacific Standard Time.
 - D. After hours, weekends and holiday services will be charged a premium of 50% above the base rate. Please refer to Exhibit 1 for a list of services and languages. For the purpose of this contract, after hours assignments begin after 5:00 p.m. or before 8:00 a.m. Monday through Friday; weekends begin after 5:00 p.m. on Friday and ends at 8:00 a.m. on Monday; holidays as noted is listed in Exhibit 2.
 - E. Services for rare languages will be charged a premium of 50% above the base rate. Please refer to Exhibit 1 for languages falling under "rare language" status.
3. **PAYMENT.** COMPANY shall pay TRANSLATOR for SERVICES consistent with the rates identified in Exhibit 3 attached hereto and incorporated herein by this reference. TRANSLATOR shall be guaranteed two (2) hours compensation for each onsite response to a service call. Travel will be assessed for out of town only at the rates identified in Exhibit 3 for the total time traveled to and from the location of the assignment. Portions of the hour ten (10) minutes over and above will incur a full hourly charge. A 50% surcharge above the base rate is assessed for assignments rendered after the normal office hours of 8:00 a.m. to 5:00 p.m. – Monday through Friday, on weekends, on all holidays listed in Exhibit 2, and for rare languages listed in Exhibit 1. Compensation terms between TRANSLATOR and COMPANY shall remain in strict confidential between TRANSLATOR and COMPANY. TRANSLATOR shall submit an invoice monthly for all SERVICES completed. Payment shall be made twenty (20) business days following the receipt of invoice at the Accounts Payable office located at 220 N. Whisman Rd., Mountain View, CA 94043. A late fee of fifty (\$50.00) dollars per month plus two (2) percent interest rate will be applied each month to all accrued unpaid balance.
4. **TERM/TERMINATION.** This Agreement, once executed, shall be effective for a period of three (3) years and shall renew automatically thereafter on the anniversary date. TRANSLATOR or COMPANY may terminate this Agreement with or without cause with ninety (90) days written notice by either party to the other at any time during this Agreement.
5. **RELATIONSHIP OF PARTIES.** In performing the work under this Agreement, TRANSLATOR will at all times be acting and performing as an independent contractor and not as an officer, agent, servant or employee of COMPANY or otherwise as joint venturer, partner or associate of COMPANY. COMPANY shall not control the manner or method by which the work hereunder is done, it being COMPANY's sole interest that TRANSLATOR complies with the terms of this Agreement and with all applicable laws and regulations. Neither TRANSLATOR nor any of its employees or contractors shall have any right to salary, employment benefits or employment rights available to COMPANY employees. TRANSLATOR shall be solely responsible for, and shall hold COMPANY harmless and indemnify COMPANY for, all matters relating to compliance with all laws and regulations governing payment of income-tax, self-employment tax, withholding, and social security.

6. **ASSIGNMENT.** TRANSLATOR's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of COMPANY.
7. **CONFIDENTIALITY.** COMPANY recognizes that TRANSLATOR will have access to client information. In consideration for the disclosure of client information, TRANSLATOR agrees that it will not at any time or in any manner, either directly or indirectly, use any information for TRANSLATOR's own benefit, or divulge, disclose, or communicate in any manner any client information to any third party without the prior written consent of COMPANY or the client. TRANSLATOR will protect all client information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
8. **NON-SOLICITATION.** COMPANY shall make all requests for SERVICES solely through TRANSLATOR. COMPANY agrees not to disclose, discuss, negotiate, or inform TRANSLATOR'S subcontractors, employees, partners, or business associates information regarding TRANSLATOR'S fees, invoicing, billing, contractual obligations and/or methods employed by TRANSLATOR in the delivery of SERVICES to COMPANY. COMPANY shall not contact TRANSLATOR'S subcontractors directly or indirectly for any purpose, including solicitation of employment. COMPANY shall not inquire of subcontractor's compensation rates either through the subcontractor or any of TRANSLATOR's employees. COMPANY shall not hire any subcontractors, employees, partners, or business associates whom COMPANY came to know as a result of doing business with TRANSLATOR for a period of two (2) years following that person's separation from TRANSLATOR or COMPANY or for a period of two (2) years following the termination of this contract. Should COMPANY hire any such subcontractors, employees, partners, or business associates whom COMPANY came to know as a result of doing business with TRANSLATOR, COMPANY agrees to compensate TRANSLATOR the greater of ten thousand dollars (\$10,000) or ten (10) percent of the employee's first year salary with COMPANY.
9. **UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that one party has disclosed (or has threatened to disclose) pertinent information in violation of this Agreement, the injured party shall be entitled to an injunction to restrain the offending party from disclosing, in whole or in part, such information, or from providing any SERVICES to any party to whom such information has been disclosed or may be disclosed. The injured party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
10. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
11. **RETURN OF RECORDS.** Upon termination of this Agreement, all records, notes, data, memoranda, models, and equipment of any nature that are in the party's possession or under the party's control and that are related to the other party's business shall be returned the other party.
12. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for COMPANY:

Mt View Whisman USD
1400 Montecito Avenue
Mt. View, CA 94043

IF for TRANSLATOR:

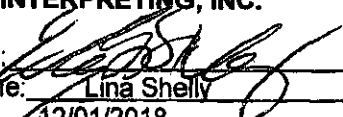
Orchid Interpreting, Inc.
 Mrs. Lina Shelly, CFO
 1602 E. Divisadero Street
 Fresno, CA 93721

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
15. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
17. **COMPLIANCE WITH LAWS.** TRANSLATOR shall comply, on behalf of COMPANY, with all applicable federal, state, and local laws, rules and regulations.
18. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.
19. **INDEMNIFICATION.** COMPANY shall defend, indemnify and hold TRANSLATOR, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COMPANY, its officers, employees, or agents.
- TRANSLATOR shall defend, indemnify and hold COMPANY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of TRANSLATOR, its officers, employees, or agents.
20. **INSURANCE.** While providing SERVICES during the term of this Agreement TRANSLATOR shall maintain adequate general liability insurance, worker's compensation insurance (as may be required by the California Labor Code), and errors and omissions insurance. TRANSLATOR shall provide evidence of insurance on the foregoing policies at the request of the COMPANY. Company shall be named as additional insured, by separate endorsement on the general liability policy.
21. **COUNTERPARTS: SIGNATURES VIA FACSIMILE TRANSMITTAL: PHOTOCOPIES.** This Agreement may be executed in counterparts. Any signature of this Agreement received via facsimile transmittal shall be deemed as valid as an original signature. Photocopies of this Agreement shall be deemed as valid as the original(s).
26. **PROFESSIONAL RESPONSIBILITY:** To the extent permitted by law, COMPANY retains professional and administrative responsibility for SERVICES.
27. **PERFORMANCE:** TRANSLATOR agrees to perform SERVICES in compliance with all applicable governmental laws and regulations and in accordance with all applicable standards and recommendations of COMPANY's profession and the Joint Commission on Accreditation of Health Care Organizations.

The Parties with requisite legal authority have executed this agreement as set forth herein:

COMPANY: Signature: _____ Print Name: _____ Date: _____	ORCHID INTERPRETING, INC. Signature:  Print Name: Lina Shelly Date: 12/01/2018
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**EXHIBIT 1
AVAILABLE LANGUAGES**

Language	Rare Language Status	Available for On-Site	Available for Over-the-Phone	Available for After/Hours	Available for Translation
1. Amharic	Yes				Yes
2. Arabic	Yes	Yes	Yes	Yes	Yes
3. Armenian	Yes	Yes	Yes	Yes	Yes
4. Basque	Yes				Yes
5. Bengali	Yes				Yes
6. Brazilian-Portuguese	Yes	Yes	Yes	Yes	Yes
7. Burmese	Yes				Yes
8. Cambodian		Yes	Yes	Yes	Yes
9. Cantonese		Yes	Yes	Yes	Yes
10. Chinese		Yes	Yes	Yes	Yes
11. Dutch	Yes				Yes
12. Ethiopian	Yes	Yes	Yes		Yes
13. Farsi	Yes		Yes		Yes
14. Filipino	Yes	Yes	Yes	Yes	Yes
15. French	Yes		Yes	Yes	Yes
16. German	Yes		Yes	Yes	Yes
17. Greek	Yes		Yes		Yes
18. Gujarati	Yes		Yes		Yes
19. Haryanavi	Yes	Yes			Yes
20. Hindi	Yes	Yes	Yes	Yes	Yes
21. Hmong		Yes	Yes	Yes	Yes
22. Ilocano	Yes	Yes	Yes		Yes
23. Italian	Yes		Yes		Yes
24. Japanese	Yes	Yes	Yes		Yes
25. Khmer		Yes	Yes	Yes	Yes
26. Khamu	Yes				Yes
27. Korean	Yes	Yes	Yes		Yes
28. Lao		Yes	Yes	Yes	Yes
29. Lahu	Yes	Yes	Yes		Yes
30. Lithuanian	Yes		Yes		Yes
31. Mandarin		Yes	Yes	Yes	Yes
32. Mien	Yes	Yes	Yes		Yes
33. Mixteco Alto/Bajo	Yes	Yes	Yes	Yes	Yes
34. Moroccan	Yes				Yes
35. Persian	Yes		Yes		Yes
36. Polish	Yes		Yes		Yes
37. Portuguese	Yes	Yes	Yes	Yes	Yes
38. Punjabi		Yes	Yes	Yes	Yes
39. Russian		Yes	Yes	Yes	Yes
40. Sign Language	Yes	Yes	Yes	Yes	Yes
41. Spanish		Yes	Yes	Yes	Yes
42. Swahili	Yes				Yes
43. Tagalog	Yes	Yes	Yes	Yes	Yes
44. Tamil	Yes				Yes
45. Thai	Yes	Yes	Yes	Yes	Yes
46. Tigrinya	Yes	Yes			Yes
47. Tongan	Yes				Yes
48. Turkish	Yes				Yes
49. Ukrainian	Yes	Yes	Yes		Yes
50. Urdu	Yes	Yes	Yes		Yes
51. Vietnamese	Yes	Yes	Yes	Yes	Yes

**EXHIBIT 2
HOLIDAYS OBSERVED**

Holidays Observed:

1. New Year
2. Martin Luther King's Birthday
3. President's day
4. Washington's Birthday
5. Memorial Day
6. July 4th
7. Labor Day
8. Thanksgiving
9. Christmas

**EXHIBIT 3
General Rate Schedule**

<u>INTERPRETING</u>		<u>TRANSLATION</u>	
*On-Site	\$75.00 (Per Hour)	Per Word	\$0.28
Minimum On-site	2 hours	Minimum Translation	\$85.00
Telephonic	\$2.95 (Per Minute)	Proofreading per word	\$0.10
Minimum Telephonic	30 Minutes	Minimum Proofreading	\$50.00
Travel Time	\$75.00 (per hour)		

NOTE:

- Our normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. We are closed on weekends and on all major holidays.
- A 50% surcharge above the base rate is assessed for assignments rendered after the normal office hours of 8:00 a.m. to 5:00 p.m. – Monday through Friday, on weekends, on holidays listed Exhibit 2 and for rare languages and its travel time listed in Exhibit 1.
- All cancellations must be received by a live person and follow up with an email 28 hours in advance of the scheduled appointment time or a cancelation fee of two hours charge will be applied
- Portions of the hours 10 minutes over and above, will incur a full hourly charge.