

2020 Service Agreement

1. REQUESTING AN INTERPRETER

Requests can be made through SWITS Electronic Scheduling software (SES), by phone, or through the SWITS website. **Please be sure to have the following information ready when making a request:**

- Company or organization name and account number
- Date and time of service needed
- Consumer name
- Consumer date of birth or related case number
- Provider or interviewer name
- Language needed
- Nature of the appointment
- Address where services are needed *
- Your full name and contact number

To use SES, you must be a registered client of SWITS. For more information, please call (262) 740-2590.

If your organization has more than one location, please include a list of all the sites that will be utilizing services (including name of site) when returning the agreement. If your organization has more than one location and these locations will be billed separately, please provide the billing contact (including name, phone number and email address) if different from the main account.

* Schedulers will assign the closest interpreter available for the appointment. If there are travel restrictions, such as a maximum amount of travel allowed, please notify the scheduler when making the request.

NOTE: Two interpreters may be scheduled for appointments with a duration of two hours or more at SWITS' discretion. The client is responsible for any interpreter request initiated by a representative of its organization. SWITS is not responsible for verifying whether the requester has authorization to make requests.

2. REQUESTING A TRANSLATION

Requests for translation can be made through the website or by email. All email requests should be directed to the translations department at translations@swits.us. Please be sure to indicate the language of the original document and the language into which you would like the document translated. Please provide the document or a sample for quotation purposes. Prices for translation vary by language pair, format, and complexity of content.

3. **BILLING AND PAYMENT OPTIONS**

On-site Interpreting

There is a two-hour minimum charge per appointment. Anything over two hours will be billed in fifteen minute increments. All appointments are billed portal-to-portal at the hourly rate of interpreting. Hence, the hourly rate will be billed from the time the interpreter leaves his/her base, until the time he/she returns. If the duration of the appointment is less than the requested time scheduled, the scheduled time will be billed.

Telephone Interpreting

It is recommended that telephone interpreting appointments be scheduled in advance, whenever possible. A 20-minute minimum is billed for legal telephone interpreting and a 10-minute minimum is billed for non-legal. If the scheduled time is longer than the minimum, the scheduled time will be billed. Telephone interpreting is recommended for shorter interactions. Please note that the interpreter may request a recess from interpreting for longer interactions. All telephone interpreting requests will be charged a connection fee of \$1.00.

Video Remote Interpreting

Video Remote Interpreting (VRI) is currently offered **by appointment only**. There is a 30-minute minimum for all Video Remote Interpreting appointments. A VRI account must be established prior to requesting a video interpreter. Please contact SWITS for further software and technical requirements. VRI is recommended for shorter interactions. Please note that the interpreter may request a recess from interpreting for longer interactions.

Conference Interpreting

Conference interpreting may be necessary for business meetings, professional seminars, and multinational conferences or events. It is performed by highly qualified interpreters in simultaneous or consecutive mode. Conference interpreting requires the use of specialized knowledge and terminology, and interpreters prepare for events by studying reference materials and vocabulary related to the subject matter. SWITS strongly urges customers to provide any reference materials, presentation slides, or handouts as soon as the request is made so that the interpreter can prepare accordingly. SWITS requires two interpreters for all conference settings. SWITS also reserves the right to bill a minimum of one hour of preparation time per interpreter. If additional preparation time is needed, the requester will be notified for approval.

SWITS recommends conference interpreters for events that require effective communication to a group of people. There is a non-refundable equipment rental fee associated with conference interpreting. The fee is \$250.00 per event day. The equipment includes headsets for the interpreters and the audience. Special rates for conference interpreting will apply. A SWITS representative will prepare a quote for you.

Community Conference Interpreting

Some assignments are not necessarily conference interpreting, but require preparation time and an interpreter that can work in the simultaneous mode with special equipment. These assignments have been designated by SWITS as Community Conference.

Payment Options

Acceptable forms of payment include check via mail, credit card online and ACH transactions. Credit card payments are accepted online at <http://swits.us>. To inquire about other payment options, please contact SWITS Accounting Department at 262-740-2590 or via email at accountsmanager@swits.us.

**Payment must be received within 30 days of invoice receipt. Thereafter, a finance charge of 1.5% per month will be applied.*

4. CANCELLATION POLICY

Cancellations received with at least 24 hours' notice from the start of the scheduled appointment WILL NOT be billed. Appointments cancelled with less than 24 hours' notice are considered short notice cancellations. Short notice cancellations will be billed at the service minimum or the requested length of service, whichever is greater. This cancellation policy applies to on-site, telephone and video remote interpreting.

NOTE: Cancellations for court trial requests must be received with 48 hours' notice and conference interpreting cancellations must be received with 72 hours' notice. If cancellations for court trials and conference interpreting requests are not received with such notice, the scheduled time is billed.

5. LEGAL VS. NON-LEGAL ASSIGNMENTS

Legal assignments include, but are not limited to: court proceedings, attorney-client meetings, investigations by law enforcement, depositions, witness interviews, court-ordered treatment and education programs, real estate settlements and administrative or legislative hearings. Whether or not an assignment is determined to be legal or not is at the discretion of SWITS' management. If SWITS determines that a legal interpreter is necessary, or if you request a legal interpreter, legal rates will apply.

6. INCLEMENT WEATHER POLICY

If an appointment location is closed due to inclement weather and SWITS is notified of the closure with adequate time, there will be no charge for the appointment. The short notice cancellation fee will be waived in this case only. If SWITS is not notified with adequate time and the interpreter is en route

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to the appointment, the client will be billed. If SWITS is unable to provide an interpreter due to inclement weather, no charges will apply.

7. INTERPRETER NO SHOW / CANCELLATION

SWITS understands the importance of reliability in providing interpreters on-site. In the event an interpreter is unable to go to a confirmed appointment due to illness, emergency, or any other reason determined to be the responsibility of SWITS or the interpreter, the client will not be invoiced for the missed on-site appointment.

SWITS will make every attempt to provide a replacement interpreter by telephone or video as soon as possible. The client may choose to reschedule the appointment if an on-site interpreter is preferred.

8. NON-SOLICITATION AGREEMENT

The client agrees that during the term of this Agreement and for a period of one (1) year after termination, neither party will solicit, recruit, employ, or contract with an employee of the other party without the other party's express written authorization. The right of either party to solicit or recruit generally in the media shall not be restricted, and neither party shall be prohibited from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

9. CONFIDENTIALITY

SWITS understands that the client may be bound by HIPAA and/or other confidentiality requirements. SWITS agrees to ensure that all staff understand and will abide by all state and federal privacy and confidentiality laws. All communication during an interpreting session is confidential and will not be further used or disclosed, except as required to carry out any interpretation assignment or as otherwise required by law. Furthermore, SWITS understands and agrees that its interpreters will not retain any written documentation regarding the interpreted session, except as needed for billing or other legal purposes. SWITS interpreters and translators will sign a reasonable confidentiality and non-disclosure agreement prior to rendering services if the client wishes.

10. MISCELLANEOUS

This Agreement will be interpreted in accordance with Wisconsin law. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one and the same instrument. SWITS reserves the right to make changes to this agreement at any time. Notification will be sent via written correspondence 30 days prior to the changes taking effect.

ON-SITE INTERPRETING RATES

	Spanish	Languages of Lesser Diffusion	American Sign Language (ASL)
Non-legal	\$45.00	\$50.00	\$70.00
Legal	\$75.00	\$80.00	\$90.00
After Hours Non-legal	\$50.00	\$55.00	\$75.00
After Hours Legal	\$85.00	\$90.00	\$100.00
Community Conference	\$60.00	\$70.00	\$85.00

Rates per Hour

Business hours are Monday through Friday, 8:00am to 5:00pm. All assignments conducted outside of these hours, including weekends and holidays, will be billed at the After Hours rates.

NOTE: Conference interpreting rates may apply. Please inquire for details.

TELEPHONE INTERPRETING RATES

	Spanish	Languages of Lesser Diffusion
Non-legal	\$2.00	\$2.00
Legal	\$2.50	TBD*

Rates per Minute, \$1.00 connection fee

*Due to the specialized nature of legal interpreting for languages of lesser diffusion and the demand to provide certified, qualified interpreters, we ask that these requests be scheduled with reasonable notice so that we can prepare a quote per request.

VIDEO REMOTE INTERPRETING RATES

	Spoken Languages	ASL
Non-legal	\$2.00	\$3.00
Legal	\$2.50	\$3.50

Rates per Minute

TRANSLATIONS

Send translation requests to translations@swits.us and a project manager will prepare a quote for you.



All services are available 24 hours a day, 7 days a week.

By providing a signature below, you agree to the above rates for the year of 2020. SWITS is not responsible for determining whether or not the person signing below has authority to sign this agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior proposals, communications, or agreements, whether oral or written.

Organization Name:

Signature:

Print Name:

Title:

Date:

Billing Information

Contact:

Phone:

Address:

Email:

SWITS Information

Signature:

Print Name:

Title:

Date:
