



*The Accuracy First Interpreter Agreement is confidential and proprietary. It is to be used solely by Interpreters/translators working with Accuracy First Corp, for the purpose and benefit of Accuracy First Corp.*

*By accepting an assignment from Accuracy First Corp, you are agreeing that you have read, understood and accepted these terms of use and agree to be bound by them.*

The following is a Service Agreement between Accuracy First Corp, hereafter referred to as "Accuracy First," and you, an Independent Contractor, hereafter referred to as "Contractor."

## **I. Service**

Upon request, Contractor will perform interpreting and/or translation services as agreed upon and assigned by Accuracy First. This may include, but is not limited to: sign language interpreting, transliterating, oral interpreting, translation, transcribing, Deaf interpreting and CART Services.

## **II. Relationship**

- Accuracy First and Contractor expressly agree that Contractor shall be an independent contractor, for all purposes in the performance of this agreement. Contractor shall be responsible for compliance with all tax, worker's compensation, and other applicable laws or regulations. Contractor accepts exclusive liability for all contributions and payroll taxes payable under federal, state, social security, unemployment, and disability insurance. Contractor is eligible for and will be sent an IRS form 1099 annually per federal regulations.
- Because the Contractor is engaged in his or her own independent contracting business, Contractor is not eligible for nor entitled to, nor shall participate in, any of Accuracy First's pension, health, or other fringe benefit plans, if any such plans exist.
- No exclusivity. Accuracy First agrees that Contractor may represent, perform services for, and contract with as many clients, persons, or companies as Contractor sees fit. In the event performance of such other services raises a conflict of interest between Contractor and Accuracy First's interest, Contractor shall notify Accuracy First about such potential conflict prior to performing the services in question. Contractor shall obtain Accuracy First's approval or disapproval for performing such other services and shall act in accordance.
- Accuracy First shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

## **III. Professional Conduct and Confidentiality**

- Contractor agrees to abide by the Code of Professional Conduct (CPC) and its tenets. Contractor is responsible to review and familiarize him or herself with Code of Professional Conduct (Judicial Council and The National Council on Interpreting in Health Care (NCIHC).
- Contractor agrees to abide by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Regulations and safeguard Protected Health Information ("PHI") according to current standards. All interpreting service confirmations and any related details must be kept and stored confidentially. Technical safeguards must be in place to ensure the confidentiality, integrity and security of this information.
- Contractor shall dress in business apparel except when alternate attire is specified in the provided assignment information.
- If Contractor fails to appear for a confirmed assignment, Contractor agrees to make a good faith attempt to repair the potential damage done to Accuracy First's relationship with the client.
- Contractors shall not subcontract all or any portion of the services without Accuracy First's express written consent.
- Contractor expressly agrees to keep strictly confidential any business, proprietary, or other like information gained in the course of providing services. This includes, but is not limited to: the other party's vendors, consultants, suppliers, or customers.
- Contractor agrees not to use or divulge any of Accuracy First's or Access First's third party information for his or her own benefit or the benefit of any person besides Accuracy First. Violators of confidential information may face litigation, grievances, and/or forfeiture of License and/or Certification.
- Contractor agrees that during the period of this agreement and for a period of one year following the termination of this agreement, Contractor will not solicit or take away any of Accuracy First's customers of which Contractor became aware as a result of performing services under this agreement.
- At assignments for Accuracy First, Contractor agrees to present him or herself solely as an officer of Accuracy First throughout the assignment.

#### **IV. Compensation and Invoices**

- Each medical assignment shall be paid a minimum amount equivalent to two (2) hours of Contractor's base hourly rate, plus differential(s) as applicable. Interpreting rendered in excess of scheduled assignment hours shall be invoiced in quarter hour increments. This minimum does not apply to video remote interpreting (VRI) services.
- Each legal assignment shall be paid based on stipulated half day or full day rate between Accuracy First and Contractor. Specific rate should be confirmed via email before each assignment. Parking, mileage and travel time will be determined before confirmation of each assignment.
- Contractor shall receive confirmation from Accuracy First's office prior to leaving an assignment unless dismissed by authorized on-site personnel. Contractor shall notify Accuracy First via email if the assignment was canceled upon arrival or if one of the required parties did not appear.
- If Contractor is late to an assignment or departs before the contractor has been dismissed from the assignment, the minimum amount of compensation shall not apply.
- Interpreting rendered in excess of scheduled assignment or other factors affecting billing must be reported to Accuracy First within 24 hours. Failure to report or a delay in reporting factors that affect billing may preclude the contractor billing for amended amounts or additional services.
- Invoices shall be submitted within 30 days of completed assignment.

- Assignments canceled less than 48 hours prior to the scheduled start time shall be considered untimely and will be paid in full for assigned hours occurring within the 48 hours following notification from Accuracy First. Accuracy First is not liable to compensate Contractor for assignments canceled with greater than 48 hours' notification to Contractor. Travel time is billable for specified assignments and is not billable if not completed.
- Accurate invoices received from the day of any given month shall be paid within 30 calendar days.

## V. Credentials

Contractor shall furnish proof of his/her license/certificate upon providing interpreting services for Accuracy First. Contractor shall also submit verification of national certification and/or education upon request.

## VI. Termination of Agreement

Accuracy First's Service Agreement shall be subject to renewal. This Agreement may also be terminated by either party on providing ten (10) business days' written notice to the other.

## VII. Hold Harmless

Anything in the Agreement to the contrary notwithstanding, Contractor shall indemnify and hold fully harmless Accuracy First and/or Lijuan Ma or Xiaotian Mu against any loss, damages, claims, or expenses of any kind whatsoever (including court costs and attorney's fees) sustained by Contractor.

## VIII. Survival

The following sections shall survive termination of this Agreement: Confidentiality, Limitation of Liability, Independent Contractor, Hold Harmless, Taxes. If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still stand.

This agreement may be amended. The most current version will be kept on the Access Professional Interpreting website at [www.accuracyfirst.com](http://www.accuracyfirst.com).

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IN WITNESS WHEREOF, the Parties have signed this Agreement effective the date stated below

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Accuracy First- Signature

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CONTRACTOR- Signature

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Printed Name/Date

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Printed Name/Date