

YWCA TULSA INTERPRETATION PROCEDURES

CLIENT TERMS & PROCEDURES

New Clients

All Clients must review these terms and procedures before making their first request. New Clients must contact the Director of Interpretation and Translation Services at interpretation@ywcatusa.org before they will be able to request an interpreter.

For Clients seeking ongoing interpretation services, we provide a standard contract with complete terms and conditions for services (see appendix). We also require a current W-9 for invoicing purposes.

Interpretation Fees

Rate

Interpretation services are provided at an hourly rate of \$75, with a Two-hour minimum. Services will be billed at the hourly rate beginning at the start time indicated in the request (or at the actual start time, if earlier) and ending at the actual end time of the assignment. Rates for phone interpretation services OPI are quoted by the minute versus by the hour. Our rates start at \$1.25/minute for all languages.

Mileage

For in-person requests, roundtrip mileage, originating from The Interpreter's home address will be billed at the current mileage rate that is determined by the Internal Revenue Service annually. The current IRS business rate is 67¢ per mile for 2024.

Translation Fees

Translation services are provided at 30 cents per word or \$75 per page, one-page minimum, depending on the type and complexity of the document or project. Complex materials may require an additional proofreading fee of \$15 per page. If proofreading is necessary, any additional costs will be communicated before the project. For more information on the cost of a project, contact the Director of the Interpretation and Translation Services at interpretation@ywcatusa.org.

Languages Available

YWCA currently provides interpretation in Arabic, Burmese, Chinese, Dari, Farsi, Mandarin, Urdu, French, Hmong, Pashto, Portuguese, Russian, Spanish, Ukrainian, Turkish, Vietnamese, and Zomi. Clients seeking interpretation in other languages are encouraged to contact us; if we are unable to accommodate the request, we may be able to provide a referral.

Access to the Online Scheduler

All interpretation and translation requests are processed via our online scheduler. Clients are asked to designate one to two **managed users** who can add and delete additional requesters within their company. If a **managed user** needs to be changed, please contact the Director of Interpretation and Translation Services at interpretation@ywcatusa.org.

The managed user or requester must log in to the scheduler to submit requests for services and modify or cancel requests for services.

Requesting an Interpreter

Method

The managed user or any additional requesters must log in to the LSP Ware Propio scheduler to submit requests for interpretation. Requests can be made **for in-person On-Site, over-the-phone OPI, and video-remote interpreting VRI**. For remote video requests, the requester can submit a link or use an embedded Zoom feature within the scheduler.

Once a request is submitted to the scheduler, staff will process the request and assign an interpreter. The scheduler will automatically send an email notification when an interpreter or translator is assigned and confirmed as well as any subsequent changes to the request.

Each submission should request a single assignment or event unless it's for a scheduled series of assignments (for example, a recurring weekly meeting on a scheduled day and time).

If you'd like a specific interpreter or gender, please indicate that in your request form and we'll do our best to accommodate the request, based on their availability.

Notice

Please submit requests at least one week in advance of the assignments whenever possible. We'll endeavor to provide an interpreter for requests with less notice, but we can't guarantee interpreter availability.

Cancellations

We do not charge for canceled assignments received more than twenty-four hours before the appointment. Assignments canceled with less than Twenty-four hours' notice and cancellations of last-minute requests will be billed for one hour. Onsite cancellations and no-shows will be billed for one hour and any actual expenses incurred by the interpreter (i.e. mileage).

Bad Weather

There is no charge for assignments canceled due to inclement weather and unsafe roads. In addition, if an interpreter is unable to attend an in-person assignment due to inclement weather and unsafe roads, we kindly ask, for the safety of our interpreters, that the assignment be done OPI (Over the Phone Interpretation) or VRI (Video Remote Interpretation) or is simply rescheduled.

Cancellations should be made as soon as possible within the scheduler. Cancellations less than 24 hours before the appointment must also be communicated to the Interpretation and Translation Program Coordinator at interpretation@ywcatusa.org to ensure an appropriate time to process it.

Requesting a Translation

Method

The managed user or any additional requesters must log in to the LSP Ware Propio scheduler to submit translation requests. Materials will be attached to the request along with the requested date for completion, the target language, and any additional guidance for the request.

Once a request is submitted to the scheduler, staff will process the request, confirm the cost and timeline, and assign a translator.

If the material exceeds the system's upload capacity, please divide it into multiple files as needed.

Proofreading

Complex materials may require an additional proofreading fee of \$15 per page. If proofreading is necessary, any additional costs will be communicated before the project.

Notice

Please allow at least 7 to 10 business days for translation projects when possible. For larger requests, we will inform you if the anticipated completion time is longer and will not begin the project until we receive your approval. For requests that require a shorter turnaround, please add this to your notes and we will confirm whether we can meet your timeline before beginning the project.

Cancellations

Cancellations of translation projects are discouraged. We will charge for any time already spent by the translator on the project.

Payments

Clients are asked to designate a specific billing contact. YWCA will email the billing contact an itemized invoice on or before the 15th of each month for the prior month's services. Payment terms are net 30 days. Payments not received in full, within 30 days of the invoice date, will be subject to a late fee. The late fee will be 5% of the invoice amount or \$25.00. Failure to pay on time may result in the suspension of interpreting services until invoices are paid in full.

YWCA IS ON A MISSION

Contact Information

New Clients and Requests for Information

Huda Abdulhameed

Director of Interpretation and Translation Services

habdulhameed@ywcatusa.org

918-858-2382

Payments & Billing

Hattie Golden, Staff Accountant Administration

hgolden@ywcatusa.org

918-858-2371

1910 S. Lewis Ave

Tulsa, OK 74104



AGREEMENT FOR INTERPRETING SERVICES

This Agreement for Interpreting Services (Agreement), is entered into between _____ (hereinafter CLIENT) and YWCA Tulsa (YWCA).

COVENANTS

Now, therefore, in consideration of the mutual covenants herein contained, CLIENT and YWCA agree as follows:

Term: This Agreement shall commence on the date the agreement is signed by both parties and shall be in effect from **January 1, 2025, until December 31, 2025**, unless sooner terminated as set forth herein.

Contact persons: For this Agreement, all contacts or questions shall be directed to its representative:

1. For CLIENT:

Attn: [Name:](#)
[Address:](#)
[Phone:](#)
[Email:](#)

2. For YWCA:

Huda Abdulhameed, Director of Interpretation and Translation Services,
YWCA Tulsa – Southern Ridge
6506 S. Lewis Ave. STE 260
Tulsa, OK 74136.
Phone: 918-858-2382
Email: habdulhameed@ywcatulsa.org

Scope of services:

1. CLIENT shall make all interpretation or translation requests as in advance as possible. YWCA will make every effort to accommodate all such requests but may have scheduling conflicts or previous commitments. YWCA will, however, reply to CLIENT within 24 hours (excluding

holidays and weekends) to communicate these points so that CLIENT may obtain services elsewhere if needed.

2. A minimum of Two (2) hours will be paid by CLIENT for each interpreting assignment unless CLIENT specifically reserves a longer block of interpreting time.
3. CLIENT must have an account on the scheduler to request interpretations. The scheduler can be found at: <https://ywcatusa.lspware.com/scheduler/>.
4. After YWCA has received a request for services, a cancellation policy shall become effective. Cancellations should be made via the scheduler and to interpretation@ywcatusa.org as soon as possible. Any request to cancel interpreting services must provide a minimum advance notice to the YWCA of twenty-four (24) hours. Insufficient notice of less than twenty-four (24) hours, onsite cancellations, and/or cancellations of last-minute requests will obligate CLIENT to pay for one (1) hour of service. In addition, onsite cancellations will be billed for any actual interpreter expenses, including transportation expenses.

Compensation: CLIENT shall compensate YWCA for such services at the rate of Seventy-five dollars (\$75.00) per hour, rounded up to the next quarter hour. CLIENT also shall pay YWCA actual mileage for travel to and from the interpreter's home address by qualified language interpreters supplied by YWCA at the then-current IRS standard mileage rates for business (67¢ per mile in 2024). CLIENT also shall pay any other reasonable actual transportation expenses (i.e. parking, tolls, etc.).

Invoice: YWCA shall supply to CLIENT on or before the 15th day of the month an invoice for all services rendered during the preceding month. Each invoice shall be itemized to include the date of each service, the name of the individual for whom services were rendered, the name of the interpreter, and the length of the appointment. The invoice shall be submitted for approval to the CLIENT per the contact information in #2 herein. After approval, the CLIENT shall pay the invoice timely.

Notwithstanding the foregoing, CLIENT has 30 days from the invoice date to issue payment to YWCA. If CLIENT disputes a portion of the invoice, CLIENT shall pay the undisputed portion within 30 days. A late fee may be charged for invoices over 30 days past due.

Time and effort: YWCA and any approved subcontractor shall maintain time and effort reports via the scheduler. This includes the actual start and end time for the appointment and approval by the CLIENT. Time and effort reports must account for the total activity for which each employee is compensated and include all hours worked by the employee(s) with the hours delineated by each program area.

Access to records/audit requirements: Upon reasonable request by CLIENT, authorized personnel of CLIENT shall have the right to access, during normal business hours, documents, books, or other records of YWCA to the extent relevant to verify or audit performance of or payment under this Agreement; provided, however, that YWCA may redact any confidential or proprietary information. YWCA agrees to maintain all supporting documents and required records for three (3) years in accordance with generally accepted audit standards and/or generally accepted government audit standards.

Audit requirements – federal: YWCA Tulsa conducts an independent audit yearly in accordance with Generally Accepted Auditing Standards (GAAS). For organizations that are required to have an independent audit, YWCA shall make the relevant records available at the CLIENT's expense.

Relationship of the parties: YWCA represents that it has, or will secure at its own expense, all personnel required to perform the services it agrees to perform pursuant to this Agreement. CLIENT and YWCA agree that the services pursuant to this Agreement are supplied by YWCA as an independent contractor. Neither YWCA nor its interpreters, contractors, agents, or employees shall be deemed or construed to be agents, servants, or employees of CLIENT. CLIENT will not deduct any amounts from the compensation paid pursuant to this Agreement for state or federal income tax or other withholding amounts. All services required hereunder shall be performed by YWCA or under YWCA's supervision, and all personnel engaged in work pursuant to this Agreement shall be fully qualified and shall be authorized or permitted to perform such services pursuant to state or local law.

Insurance: YWCA shall carry workers' compensation for its employees as required by state law and shall supply to CLIENT proof of such insurance contemporaneously with the execution of this Agreement. In addition, YWCA shall carry general liability insurance including property damage and bodily injury coverage in amounts per claim of one million dollars (\$1,000,000.00) per occurrence with an aggregate limit of three million dollars (\$3,000,000). Upon request, YWCA shall supply to CLIENT a certificate of insurance evidencing such coverage.

Workers compensation and employer's liability: YWCA is required to comply with applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy.

Upon request, YWCA shall provide evidence of insurability (certificate of insurance), including workers compensation, automobile insurance, medical malpractice, or general liability, as applicable, from the insurance carrier before the commencement of any work. Such policy or policies shall require thirty days advance notice of cancellation to be provided to CLIENT.

Indemnification: Each party hereby agrees that it will indemnify and hold harmless the other and such indemnified Party's directors, officers, agents, and employees from and against all claims, liabilities, loss, damages, injury, and expenses, including reasonable attorneys' fees, which may result from acts, omissions, or breach of this Agreement by the indemnifying Party, its subcontractors, employees, or agents. This provision shall survive the termination of this Agreement.

Tobacco-free policy: To the extent allowed by Oklahoma law, contractors providing services to the public on behalf of CLIENT shall follow the OSDH tobacco-free policy in the performance of services for CLIENT.

Privacy clause: YWCA shall, at times, maintain confidential all information pertaining to any person, patient, or Client with whom it has a professional relationship, contact, or contract as a result of this Agreement. No information shall be released to any person or party not directly employed or subcontracted by YWCA without first obtaining such person, patient, or Client's expressed written

consent. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court-appointed guardian, court-authorized foster parent, or authorized self-consenting minor subject however, to all applicable state and federal statutes, rules and regulations.

HIPAA: To the extent, any provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to the Privacy Rule and Security Rule, apply to the parties and their functions or activities under this Agreement, the parties agree to the terms below. Each party acknowledges that it may have or obtain access to confidential protected health information (PHI) of the other party, including but not limited to individually identifiable health information, some of which may be Electronic Protected Health Information (Electronic PHI). Electronic PHI includes PHI that is transmitted by or maintained in an electronic media, as defined in the Security Rule.

- Each party may use PHI solely to perform its duties and responsibilities under the Agreement and only as provided in the Agreement. Each party acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the Agreement or as required by law. Specifically, each party agrees it will:
 - a. Not use or further disclose PHI except as permitted in the Agreement or as required by law, and in such case, use or disclose only the minimum necessary PHI consistent with the requirements of HIPAA.
 - b. Protect and appropriately safeguard from any oral and written disclosure of all confidential information, regardless of the types of media on which it is stored, with which it may come in contact.
 - c. Implement appropriate administrative, physical, and technical safeguards to protect the confidentiality integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits for or on behalf of the other party, and make its policies, procedures, and documentation required by the Security Rule available to the Secretary of the Department of Health and Human Services in compliance with the Security Rule.
 - d. Prevent the use or disclosure of PHI by its subcontractors, vendors, and agents, other than as permitted by the Agreement or as required by law.
 - e. Require that all of its subcontractors, vendors, and agents to whom it provides PHI or that create, receive, use, disclose, or have access to PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which the party is bound and agree to implement reasonable and appropriate safeguards to protect Electronic PHI.
 - f. Report any use or disclosure of PHI that is not permitted under the Agreement immediately upon becoming aware of it and mitigate any harmful effects known to it of a use or disclosure made in violation of the Agreement.
 - g. Report and require its subcontractors, vendors, and agents to report any Security Incident, as defined in the Security Rule, with respect to Electronic PHI.

- h. To the extent allowed by law, to indemnify the other for all claims, liabilities, costs, and damages arising out of or in any manner related to its disclosure of any PHI or to the breach of any obligation related to PHI.
 - i. Make PHI available in accordance with the Privacy Rule.
 - j. Make PHI available for amendment and incorporate any amendments to PHI in accordance with the Privacy Rule.
 - k. Within fifteen days of receiving a request from the other party, make the information required to provide an accounting of disclosures available in accordance with the Privacy Rule.
 - l. Make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers, agencies, and the other for the purpose of determining compliance with the Privacy Rule.
 - m. Upon termination of this Agreement, return or destroy all PHI, if feasible, received from or created or received on behalf of the other which it maintains in any form, and retain no copies of such information. If such return or destruction is not feasible, will extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
 - n. Comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA.
 - o. Require that its subcontractors, vendors, and agents comply with these terms and to the extent allowed by law, indemnify the other for failure to do so.
- Each party recognizes that any breach of confidentiality or misuse of information may result in the termination of the Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' Agreement. Unauthorized disclosure may cause irreparable injury to the patient or to the owner of such information.
 - Except as otherwise limited in the Agreement, each party may use or disclose PHI or Electronic PHC to perform the functions, activities, and services for, or on behalf of, the other, as specified in the Agreement, provided that such use or disclosure would not violate applicable HIPAA provisions if done by it.
 - When and to the extent required to do so, each party will post its Privacy Notice on its website or otherwise make such Notice available to the other.

Debarment, suspension, proposed for debarment, or declared ineligible for award of contracts by any federal or state agency: YWCA hereby certifies, attests, and assures that no employee of YWCA nor any of its principals who will have control over the funds of this Agreement:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.
2. Have within a three-year period of this offer been convicted of or had a civil judgment rendered against them for:

- a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract
 - b. Violation of federal or state antitrust statutes relating to the submission of offers
 - c. Or commission of embezzlement, theft, forgery, falsification, or destruction of records
 - d. Making false statements
 - e. Receiving stolen property
3. Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state, or local entity.
 4. Are presently indicted for, or otherwise criminally charged, by a governmental entity with any of the offenses enumerated above in this section.

Compliance with federal, state, and local laws: YWCA shall comply with all applicable laws, ordinances or rules, and regulations of federal, state, and local governments. Failure to comply with applicable laws, ordinances, or rules and regulations may result in the termination of this Agreement.

Equal employment opportunity: YWCA provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, YWCA complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Americans with Disabilities Act: YWCA assures compliance with the Americans with Disabilities Act of 1990 and all amendments and requirements imposed by regulations issues pursuant to such Act.

Entire Agreement: This Agreement represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Event of default: In the event, YWCA fails to meet the terms and conditions of this Agreement or fails to provide services in accordance with the provisions of the Agreement, CLIENT at its sole discretion, may withhold payments claimed by YWCA or may by written notice of default to YWCA, cancel this Agreement. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law.

Failure to comply statement: YWCA shall be subject to all applicable state and federal laws, rules, and regulations, and all amendments thereto. YWCA agrees that should it be in noncompliance, the Agreement may be suspended or canceled in part or in whole. Compliance with the requirement shall be the responsibility of YWCA, without reliance on or direction by CLIENT.

Force Majeure: YWCA shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of YWCA.

Amendments: Any modifications or amendments to this Agreement shall be in writing, dated, and executed by both YWCA and CLIENT.

Assignment and delegation: The parties agree that the services to be supplied by YWCA are personal in nature and shall not be subcontracted, in whole or in part, to any other person or entity without the prior written consent of the CLIENT.

Limitation of Liability. Notwithstanding anything to the contrary herein, YWCA's total liability to CLIENT for any claims for damages in connection with this Agreement, whether for breach of contract, negligence, indemnity, or otherwise, shall not exceed the total amount of compensation actually received from CLIENT under this Agreement.

Prevailing/Applicable law: This Agreement shall be interpreted according to the laws of the State of Oklahoma and in the District Court of Tulsa County, Oklahoma.

Cancellation clause: This Agreement shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by email to the business address of record. In the event this Agreement is canceled by either party, CLIENT shall be responsible for reimbursement for goods or services provided prior to the receipt of the cancellation notice.

Prior Agreement Superseded: This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes and replaces all prior Interpretation and Translation agreements.

AUTHORIZED PARTIES

The following individuals are authorized by CLIENT to act as representatives for the specified purposes.

Billing

Name:

Title:

Email Address:

Phone Number:

One (1) to Two (2) Managed Users for the Scheduler (the managed users may add and delete additional users for their organization)

Name:

Title:

Email Address:

Phone Number:

SIGNATURES

WHEREFORE, the parties hereto have executed this Agreement for Interpreter Services effective as of the day the agreement is signed by both parties.

YWCA Tulsa

By: _____ Date: _____

Julie Davis, CEO

CLIENT

By: _____ Date: _____

Authorized Staff Member Signature, Title