

SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”), date as of the date of the last signature hereto (the “**Effective Date**”), is entered into by and between Shared Health (the “**Service Provider**”) and the undersigned individual or organization (the “**Client**”).

1. Services. The Service Provider shall provide the Client with language access interpreter services (the “**Services**”) through its Language Access Interpreter Services program (“**LAIS**”). The Service Provider reserves the right to alter or cancel the services it provides at its sole discretion without prior written notice to the Client.
2. Engagement of LAIS. To initiate the provision of Services, the Client will complete and submit a Request Form which can be found at <https://professionals.wrha.mb.ca/old/professionals/language/request-form.php> or will be provided by LAIS.
3. Fees for Services. The Services will be provided at the rates and charges set out in Schedule “A” with the invoice from the Service Provider setting out the exact charges as applicable to the Client; or
4. Rate Changes. The invoicing rates set out in Schedule “A” reflect the rates in effect at the time of signing, these rates are subject to change from time to time at the sole discretion of the Service Provider.
5. Invoices. Following the delivery of the Services to the Client, the Service Provider shall complete and render an invoice based on the fee structure selected above and the particulars of the Services delivered. The Client shall have thirty (30) days from the date of issuance to pay the invoice. Payment shall be made to Shared Health Accounts Receivable. The Service Provider shall be entitled to suspend, without or refuse to provide future Services to the Client if the Client fails to pay any issued invoice.
6. Billing Address. Invoices will be sent by the Service Provider to the Client at the Client’s billing address:
 - a) Email address if you wish to receive electronic copies of invoices:
_____ ; or
 - b) Mailing address if you wish to receive hard copies of invoices:
_____.
7. Personal Information and Personal Health Information. The Client agrees that in the event it is disclosing Personal Information, as defined in *The Freedom of Information and Protection of Privacy Act*, CCSM c. F175 (“**FIPPA**”), or Personal Health Information, as defined in *The Personal Health Information Act*, CCSM C P33.5 (“**PHIA**”), that it has the proper authority and all necessary consent to provide such information to the Service Provider for the purposes of the provision of the Services, or that such disclosure, access and use of the information is permitted under FIPPA or PHIA. The Client agrees that it is solely responsible for any damages, losses, claims or other costs associated with the information it provides to the Service Provider.
8. Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until terminated by the parties in accordance with Section 7 of the Agreement.
9. Termination. Either party may terminate this Agreement upon providing the other party with thirty (30) day’s prior written notice. The Service Provider may terminate this Agreement immediately in the

event that the Client is believed to be in breach of any of the terms or covenants contained within this Agreement.

10. Subcontracting. The Service Provider may be required to engage a subcontractor to perform the Services, and such engagement and use of the subcontractor is at the sole discretion of the Service Provider.
11. Limited Warranty. The Service Provider warrants that it shall perform the Services using the personnel of commercially reasonable skill, experience and qualifications, as its resources at the time of this Agreement reasonably allow for. **The Service Provider makes no warranties except for those set out above and disclaims all other warranties and conditions, whether express or implied, including but not limited to implied warranties and conditions of merchantability, fitness for a particular purpose, accuracy, sufficiency or suitability, nor does it guarantee that the Services will be without error or interruption.**
12. Limitation of Liability. In no event shall the Service Provider be liable to the Client or to any third party for any loss of use, revenue or profit, loss of data, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the Service Provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall the Service Provider's aggregate liability arising out of or related to this Agreement exceed the aggregate amount paid or payable to the Service Provider by the Client pursuant to this Agreement in the year period preceding the event giving rise to the claim.
13. Indemnification. The Client agrees to indemnify and hold harmless the Service Provider and its officers, directors, employees, agents, assigns and subcontractors from and against all losses, damages, liability, deficiencies, actions, judgment, penalties, fines, costs or expenses of whatever kind, arising out of or resulting from:
 - a) bodily injury, death or any person, or damage to real or tangible personal property, resulting from the Client's acts or omissions; and
 - b) the Client's breach of any representation, warranty or obligation under this Agreement.
14. Notice. Notices required under this Agreement shall be provided to the parties as follows:
 - a) to the Service Provider:

Shared Health
Language Access
425 Elgin Ave
Winnipeg, MB R3A 1P2
Attention: Manager
Ph: 204-940-8570
languageaccess@sharedhealthmb.ca
 - b) to the Client:

Individual/Organization Full Legal Name _____
Address (including postal code) _____

Phone Number _____
Facsimile Number _____
Email Address _____

15. General. The Parties agree as follows:

- a) This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all proposals, negotiations, counterproposals, contracts, understandings and discussions whether written or oral between the Parties.
- b) The Service Provider is an independent contractor and shall be solely responsible for controlling and directing the details and manner of the completion of the Services. In no event shall the Service Provider be considered an agent or employee of the Client for any purpose.
- c) The provisions of this Agreement may not be amended, modified, nor waived except by written instrument signed by the Parties.
- d) This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.
- e) This Agreement shall not be assigned in whole or in part by the Client without the prior written consent of the Service Provider, which consent may be arbitrarily withheld. All or part of this Agreement may be freely assigned by the Service Provider without the consent of the Client.
- f) This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein, and the Parties consent to the exclusive jurisdiction of the courts of Manitoba for any dispute arising out of this Agreement.
- g) Failure or delay by a party in enforcing any right or provision hereof shall not be deemed a waiver of such provision or right.
- h) A determination that any provision of this Agreement may be unenforceable or invalid shall not affect the enforceability or validity of the remaining provisions hereof.
- i) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties agree that a facsimile signature or an electronic signature of this Agreement shall be deemed a valid and binding execution of this Agreement.

The Client hereby confirms that is has read, understands and agrees to the foregoing terms and conditions.

CLIENT SIGNATURE: _____

DATE: _____

Individual/Organization Full Legal Name _____

If Client is an Organization, Name and Title of Signatory _____

Note: If you are obtaining Services on behalf of your Organization (ex. School or Clinic), please complete this Agreement in the name of the Organization. If you believe your Organization has worked with LAIS previously and may already have an Agreement in place, please contact Manager, Language Access at languageaccess@sharedhealthmb.ca prior to completing this document to confirm whether there is already an Agreement on file with LAIS.

SCHEDULE “A” – RATE INFORMATION

**Shared Health Language Access Interpreter Services – Third-Party Billing Rates
Effective March 1, 2022 (subject to change)**

In-person Interpreter Services within Winnipeg:

- Hourly rate = \$55.00
- Minimum** duration = 2 hours
 - Additional hours are calculated in 15-minute increments
 - Each additional hour over 7.5 hours or portion thereof calculated at 15 min increments = \$82.50/hour
 - For encounters with a scheduled duration of 3 hours or more, a 3-hour minimum** applies if the encounter ends sooner than anticipated and the interpreter works less than 3 hours
- Above charges also apply to:
 - Cancellation notices of 24 business hours or less (3-hour maximum duration will apply)
 - Client or service provider non-attendance (3-hour maximum duration will apply)
- The following shift premiums also apply:
 - **Evening premium** – additional \$1.00/hour
 - **Night premium** – additional \$2.05/hour (effective October 1, 2016)
 - **Weekend premium** – additional \$1.65/hour (effective October 1, 2016)

In-person Interpreter Services outside Winnipeg:

For encounters outside the Winnipeg Health Region, additional in-person charges as applicable may include the following:

- Daily minimum of 7.5 hours x 2 days or more for overnight stays:
 - Subject to change as determined on a case-by-case basis
- Travel time: e.g. Winnipeg - Altona - Winnipeg = approx 3 hrs x hourly rate indicated above
- Return mileage: (rate = \$ 0.43/km), e.g. Winnipeg to Altona = 111 km x 2 x 0.43 = \$95.46
- Return airfare and taxi fare
- Premiums and overtime rates as indicated above
- Meals, incidentals, and per diem rates as indicated in table below

Meals / Incidentals	Hours (Claim only if traveling during noted times)	Canada (Below 53rd Parallel)	Canada (Above 53rd Parallel)
Breakfast	7 – 9 a.m.	\$10	\$12
Lunch	11 a.m. – 1 p.m.	\$13	\$14
Dinner	5 – 7 p.m.	\$27	\$29
Incidentals*	For every 24 hour period away*	\$10*	\$10*
Per Diem (no receipts required)		\$50 / \$60*	\$55 / \$65*

Remote Interpretation (Conference Call or Video Conference) with Language Access Interpreter:

- Hourly rate = \$55.00
- Minimum** duration = 30 minutes
 - Additional time is calculated in 15-minute increments
 - For encounters with a scheduled duration of 3 hours or more, a 3-hour minimum** applies if the encounter ends sooner than anticipated and the interpreter works less than 3 hours
- Above charges also apply to:
 - Cancellation notices of 24 business hours or less (3-hour maximum duration will apply)
 - Client or service provider non-attendance (3-hour maximum duration will apply)
- The following shift premiums also apply:
 - **Evening premium** – additional \$1.00/hour
 - **Night premium** – additional \$2.05/hour (effective October 1, 2016)
 - **Weekend premium** – additional \$1.65/hour (effective October 1, 2016)

Over-the-phone Interpreter Services with External Contracted Provider:

Fees for over-the-phone interpreter services (as provided by the external contracted provider: *MCIS Language Solutions*) are based on the following:

- Duration of the call(s) rounded up to the next minute as indicated on the invoice from the over-the-phone service provider *MCIS Language Solutions* (invoice available for review upon request)
- Current rate = \$1.30/minute
- Support costs fee of \$10.00 for coordination of the over-the-phone encounter (as applicable)
- For pre-booked over-the-phone interpreter encounters a “no show” or late cancellation fee (≤ 24 hours’ notice) will be charged for the scheduled duration of the appointment (or a 30-minute minimum), as invoiced by *MCIS Language Solutions*)
- Some languages of lesser-diffusion may need to be arranged through an alternate external contracted provider due to limited capacity across North America. These requests will be addressed on a case-by-case basis, depending on the language in need. Billing rates will be provided by Language Access and approved by the requester in writing (by email) prior to interpreter services being scheduled.

If questions please contact:

Manager, Shared Health Language Access
425 Elgin Ave, Winnipeg, MB R3A 1P2
Ph: 204-940-8570
Email: languageaccess@sharedhealthmb.ca