



# ***Breaking Boundaries in Healthcare® :***

## ***A 40-Hour Medical Interpreter Training***

### **Participant Agreement**

#### **Course Timeline**

Students must complete this course within 16 weeks of their registration date. If the course is not completed within this timeline, students may extend the course to complete the curriculum and receive a certificate. A course extension provides students with an additional 16 weeks of course access for \$100.

If a student defaults on a payment, course access will be paused until the due payment is made. Once the payment is made, course access will be resumed. Pausing course access will not affect the 16-week access in total.

#### **Cancellation Policy:**

ALTA guarantees a full refund to refund requests made within 14 days of registration. After 14 days, students are responsible for the full tuition, regardless of any suspension of the course for default on payment. If a student has taken the final written or oral exam, or has earned a certificate, he or she will not be eligible for a refund.

#### **Personal Commitment to the Course:**

By taking this Course, students represent and warrant that they are committed to the objectives of the Course and that they will:

- Review all of the course material in the online chapters.
- Dedicate time to studying medical vocabulary in both English and the target language.
- Take responsibility for their own learning.
- Think about, review, and apply what they have learned in this course.

#### **Honor Code Policy:**

ALTA Language Services, Inc., in its presentation of the course, maintains a strict, zero tolerance policy against cheating. ALTA Language Services, Inc. defines cheating in the following ways:

- Usage of any non-approved resources during all graded activities including but not limited to: dictionaries, glossaries, recording devices, “cheat sheets,” previous exams, and any other non-authorized notes from class or from home.
- Providing the above-mentioned resources or otherwise aiding another student during all graded activities.
- Misrepresentation of self or claiming the work of others as their own.

If a student cheats in any of the above ways, they will receive a grade of “zero” (0) on the exam in question and will not be given an opportunity to make up said exam. In addition, depending on the severity of the infraction (as determined by the course administrator), they may be required to withdraw from the Course without reimbursement.

#### **Ownership of Content:**

All Course materials, including but not limited to: brochures, textbooks, exams, and digital or mobile content and images (“Content”) are owned and copyrighted by ALTA Language Services, Inc. or others with all rights reserved unless otherwise noted. Any Content that is a trademark, logo, or service mark is also a registered and unregistered trademark of ALTA Language Services, Inc. or others. Student use of any Content, other than as allowed hereunder, without the written permission of the Content owner is strictly prohibited. Students are also advised that ALTA Language Services, Inc. will enforce its intellectual property rights to the fullest extent of the law.

#### **Media Release:**

Students of Breaking Boundaries in Healthcare® who participate in live office hours and/or group coaching sessions may be recorded. Recording permission is requested *at the beginning* of each live office hours and/or group coaching session. Students joining after the recording permission has been given by the existing students consent to the video and audio recording of the live session, unless they explicitly request for the recording to be interrupted. Students who do not wish to be recorded may join in listen only mode.





Recorded office hours and/or group coaching sessions may be used for educational or promotional purposes, by ALTA Language Services only.

**Grading Guidelines:**

In order to pass the course and receive a Certificate:

Students will take a comprehensive written and oral final exam. To receive a certificate, students must score a level 9 or higher on the final oral exam, and a 75% or higher on the final written exam. *Students who score a level 9 on the final oral exam will be awarded a beginner's certificate. Students who score a level 10 or higher on the final oral exam will be awarded regular certificate. Students who score an 8 or below on the final oral exam will not be awarded a certificate.*

Students must complete the final written exam before the 16-week course expiration date. If all modules and the final written exam have been completed, students may schedule their oral exam for any time before or after their course expiration date, unless otherwise specified.

Students must pass BOTH the written exam and oral exam to receive a certificate. ALTA will not provide letters regarding written test scores or class participation without a passing oral exam score.

Students will take a total of four quizzes during the course. The quizzes serve as learning checks. Quiz grades do not factor into final exam scores.

**Re-Test Policies:**

One ALTA course ticket includes one final written exam and one final oral exam for one target language. If a student must take an exam again, that counts as a re-test.

- If a student does not pass the initial written exam, he or she can re-take the written exam for a fee of \$75.00.
- If a student does not pass the second written exam, he or she can re-take the written exam *after a period of 6 months* for a fee of \$75.00.
- If a student does not pass the initial oral exam, he or she can re-take the oral exam *at any time* for a fee of \$125.00.
- If a student does not pass the second oral exam, he or she can re-take the oral exam *after a period of 6 months* for a fee of \$125.00.
- Students may test in an additional language for a fee of \$125.00.

**Disputes:**

All grades are final and are determined by the evaluators in their sole discretion.

**Harassment Policy:**

ALTA is committed to providing a work environment free of harassment in any form and will not tolerate or condone abusive conduct, which may include rejection of the Course policies or repeated infliction of verbal or physical conduct that a reasonable person would find threatening and intimidating. Any type of harassment on the job is unlawful whether it involves coworker harassment, harassment by a manager, or harassment by persons doing business with or for the Company, such as clients, customers, or vendors. ALTA reserves the right to refuse service to the violators of this policy.





**By signing this agreement, you are accepting the following:**

I understand that ALTA's payment plan provides me the flexibility to pay, over a certain period of time, an amount that otherwise would be due at enrollment, and is not a recurring payment/subscription that I can suspend or retract at any time. I understand that full payment for the course must be made according to the payment plan date agreement as detailed in my course Welcome email. I understand that the total price for this ALTA course is due in full, regardless of whether I access my account. I understand that all payments must be completed prior to receiving my final exam results.

I understand that if I choose the payment plan and my credit card declines at any time, I will be contacted via the email provided upon registration a total of 3 times. With the third and FINAL email, a date that the account must be settled by will be included or the unpaid amount will be sent to collections.

I represent that I will be at least 18 years of age when I complete this course and have read and understand the foregoing statement and the Terms and Conditions attached.

I represent that I am competent to execute this agreement.





## TERMS AND CONDITIONS

**About these Terms and Conditions.** These general terms and conditions ("Terms and Conditions") are attached to and made a part of the Participant Agreement ("Agreement") signed by the person or entity requesting services (the "Client") by ALTA Language Services, Inc. ("ALTA").

**1. Fees and Billing.** Unless otherwise agreed in writing by ALTA, all fees for services provided by ALTA under the Agreement are payable in full, in United States dollars, at the time of enrollment.

Third-party billing: When asked by the Client to bill a third party for any reason, ALTA will issue, at its sole discretion, an invoice to any name and address provided by the Client. When ALTA bills a third party, it is a courtesy and convenience to the Client. When ALTA agrees to bill a third party, the Client understands, acknowledges, and agrees that: (1) the Client remains the responsible party in this agreement, not the third party being billed; (2) the ALTA terms and conditions remain in full force between ALTA and the Client, and that no transfer of relationship, responsibility, or agreement has taken place; (3) the Client continues to be responsible for prompt payment of the invoice and liable for all collection costs outlined elsewhere in this agreement; and (4) ALTA does not pursue collection activity against third parties since ALTA has no relationship or agreement with the third party.

**2. Employees & Subcontractors; Non-Circumvention.** Client agrees that, for the two-year period after the date of the Client's most recent invoice from ALTA, Client shall not solicit, employ or retain, either directly or indirectly, any employee, translator, interpreter, or other personnel contracted or supplied by ALTA (together referred to as "ALTA's Agents and Independent Contractors") to provide services for the Client other than by hiring ALTA to provide the desired services. Without limiting any other remedy which may be available to ALTA, if Client breaches this provision, Client shall owe to ALTA, as a referral fee, 100% of any and all amounts paid by Client to any of ALTA's Agents and Independent Contractors with respect to any services performed for Client by ALTA's Agents and Independent Contractors, other than by or through ALTA.

**3. Copyrights.** All Course materials, including but not limited to: brochures, textbooks, exams, and digital or mobile content and images ("Content") are owned and copyrighted by ALTA Language Services, Inc. or others with all rights reserved unless otherwise noted. Any Content that is a trademark, logo, or service mark is also a registered and unregistered trademark of ALTA Language Services, Inc. or others. Client's use of any Content, other than as allowed hereunder, without the written permission of ALTA is strictly prohibited. ALTA will enforce its intellectual property rights to the fullest extent of the law.

**4. Cancellation Policy.** ALTA guarantees a full refund to refund requests made within 14 days of registration. After 14 days, Client is responsible for the full tuition, regardless of any suspension of the course for default on payment. If Clients has taken the final written or oral exam, or have earned a certificate, Client will not be eligible for a refund.

**5. Disclaimer of Warranties.** ALTA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO CLIENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALTA DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICES PROVIDED UNDER THE AGREEMENT, (iv) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND ANY OTHER WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY ALTA. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICES PROVIDED UNDER THE AGREEMENT WILL MEET CLIENT'S NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR ENTITY.

**6. Limitation of Liability.** ALTA SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY LOSSES, CLAIMS, CAUSES OF ACTION, EXPENSES, JUDGMENTS, OR DAMAGES OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OR INCOME (COLLECTIVELY, THE "CLAIMS"), EXCEEDING THE LESSER OF THE INVOICE AMOUNT OR THE REPLACEMENT VALUE OF THE SERVICE PROVIDED BY ALTA, AND REGARDLESS OF WHETHER ALTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. THIS LIMITATION SHALL APPLY WHETHER SUCH ALLEGED CLAIMS MAY BE DUE TO DISPUTE, INADEQUATE GUIDELINES, FAULTY SPECIFICATIONS, FAILURE TO RESPOND TO INQUIRIES, NEGLIGENCE, SCHEDULING, THIRD PARTY SERVICE PROVIDER FAILURE, WARS, RIOTS, ACTS OF GOD OR NATURE, OR ANY OTHER CAUSE.

**7. Medical Disclaimer.** The content of any ALTA medical interpreter training program is purely made available for the general purposes of training about language interpretation. IT DOES NOT intend IN ANY WAY, SHAPE OR FORM TO CONSTITUTE, NOR SHOULD IT BE CONSIDERED MEDICAL ADVICE. THE INFORMATION INCLUDED IN ANY ALTA MEDICAL INTERPRETER TRAINING PROGRAM DOES NOT SERVE OR PURPORT TO SERVE AS A SUBSTITUTE FOR THE MEDICAL ADVICE OF A QUALIFIED PRACTITIONER, CLINICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER. The information presented on any ALTA medical interpreter training program should not be considered complete. It is provided as information to aid in the development of language interpretation. Information about medical treatments is NOT provided as treatment advice. Client is responsible for seeking professional advice from their practitioner, clinician or other healthcare providers. Medical advice should never be disregarded, nor should it be delayed following the information received from any ALTA medical interpreter training program.

**8. Indemnification.** Each Party (in such capacity, referred to as "Indemnitor") shall indemnify and hold the other Party and its respective





shareholders, directors, officers, employees, representatives, agents, servants, successors, and assigns (collectively "Indemnitee") harmless from and shall reimburse Indemnitee for any losses, damages, deficiencies, claims, causes of action or expenses of any nature (including reasonable attorneys' fees and expenses)





incurred by Indemnitee arising out of or resulting from any breach of any warranty, representation covenant or obligation of Indemnitor under this Agreement.

**9. Confidentiality.** ALTA acknowledges that any and all proprietary information supplied to ALTA by or on behalf of Client shall be treated as confidential and shall not be disclosed to any third party for any purpose except in connection with the provision of the Services provided hereunder. ALTA shall take appropriate actions by instruction or agreement with each of its employees, contractors, agents and representatives to keep such information confidential.

**10. Applicable Law.** These Terms and Conditions and the Agreement shall be governed by, and construed under, Georgia law. Any action relating to, or arising out of this Agreement shall be brought only in the state courts of Fulton County, Georgia or in any federal court sitting in Atlanta, Georgia under Georgia's "Long Arm Statute" (*O.C.G.A. 9-10-91*) or any other appropriate law. Client and ALTA waive all objections and defenses they have or may have as to jurisdiction and venue not being proper or over the subject matter in any of these courts.

**11. Dispute Resolution.** Any controversy or claim arising out of or relating to these Terms and Conditions, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its then-prevailing Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the English language in the City of Atlanta, Georgia, in accordance with the United States Arbitration Act.

**12. Notices.** All notices or communications required or permitted to be given hereunder shall be in writing and shall be effective when transmitted, with machine generated transmittal confirmation, if sent by fax to (a) Client at its address or fax number in its Request or other correspondence, to ALTA, or (b) ALTA at its address or fax number shown on its confirmation of Request to the Client. A notice shall be deemed effective if sent by email to (a) Client at its email address shown in its Request or other correspondence, or (b) ALTA, at its email address shown in its confirmation of Request to the Client, and such notice shall be deemed to be received on the day it was sent.

**13. Modifications.** No modification, amendment, supplement to or waiver of these Terms and Conditions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

**14. Waiver.** No waiver by either party, express or implied, of any term, condition or obligation of these Terms and Conditions shall be construed as a waiver of any subsequent breach of any term, condition or obligation of these Terms and Conditions, whether of the same or a different nature.

**15. Entire Understanding.** These Terms and Conditions, the Agreement and the terms of any written confirmation provided by ALTA to the Client, set forth the entire understanding of the parties as to the subject matter hereof, and supersede all previous understandings or agreements (whether written or oral) concerning the subject matter hereof.

**16. Severability.** If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be severed from these Terms and Conditions with respect to the matter in question, and the remainder of the Terms and Conditions shall remain in full force and effect.

**17. Publicity.** ALTA may use the name of the Client in press releases, advertising and materials distributed to prospective Clients, unless otherwise agreed by the parties in writing.

**18. Reproduction of this Agreement.** ALTA may reproduce the Agreement and these Terms and Conditions (by electronic means or otherwise) and thereafter may destroy the original document. Client agrees that these agreements so reproduced shall be binding upon Client and enforceable and admissible in evidence against either party to the same extent as if the original of these documents had not been destroyed and presented to Client.

