

## SERVICE AGREEMENT

Thank you for considering our organization for your sign language interpreting needs. Scheduling is subject to availability and we reserve the right to refuse service to anyone. If you have any questions or concerns, please feel free to contact us at the address and phone number listed above.

This Service Agreement ("Agreement") is entered into by and between Interpreting Service of the Commonwealth, LLC ("ISC") and \_\_\_\_\_ ("Client").

### Services:

ISC will provide American Sign Language interpretive services to Client ("Services") under the terms and conditions herein and in accordance with the Work Order attached to this Agreement.

### Rates:

Client agrees to promptly pay to ISC as notified and invoiced by ISC. ISC's rate for in-person Services includes a **two-hour minimum** charge for Services **plus** portal-to-portal travel time for locations more than 10 miles from the interpreter's home (and will be calculated in 15 minute increments). If multiple assignments are scheduled on the same day in the same area, portal charges will be split between the assignments. If ISC is scheduled to and/or is available to stay beyond the two (2) hours booked, billing accrues in 15 minute increments thereafter. (Prices are subject to change. Last updated September 2014). For Services to be paid by third party payors: if the third party fails to pay, the Client will be responsible for payment. For engagements involving Clients or participants who are **deaf-blind**, an additional \$5.00 per hour will be added to the rate due to the physically taxing nature of tactile interpreting.

\$55.00 per hour during business hours (Monday-Friday 8:00am-5:00pm)

\$60.00 per hour outside business hours (Monday-Friday 5:00pm-8:00am)

\$60.00 weekend daily rate (Saturday-Sunday 8:00am-5:00pm)

\$65.00 weekend nightly rate (Saturday-Sunday 5:00pm-8:00am)

The charge for mileage is waived by ISC, unless otherwise agreed upon before services are rendered. Client also agrees to pay nominal expenses (such as parking) associated with ISC's performance of the Services described herein. Such nominal expenses will be included on the invoices with the receipts attached. More significant expenses such as hotel, airfare, and rental cars, will be negotiated at time of request.

### Coverage:

Services involving an engagement over one hour long require a team interpreter (these are mostly conference, class and training types of situations which require constant interpretation). ISC can provide scheduling arrangements for team assignments as may be necessary or upon request. A full day of work will not be billed as a series of shorter assignments.

### Requirements Governing Educational Settings (K-12/Vocational/Post-Secondary) (where applicable):

#### Classroom Assignments:

ISC will evaluate the classroom needs such as the course type, the classroom setting, etc to provide the most qualified interpreter for that setting. Needed materials for the interpreter to adequately prepare to interpret class material must be provided. ISC works with the team/ally model and will accurately and skillfully interpret and collaborate with teachers and staff. ISC will use reasonable efforts to provide a consistent interpreter for a class unless there are unforeseeable circumstances including but not limited to sickness, death in the family, etc. In those situations, the agency will work to the best of its ability to provide a substitute for that interpreter. The interpreters however will not transport, chaperone, tutor, or engage in other activities that are outside the scope of routine classroom instruction, as our mandate is to provide communication access. A list of classes for which interpreters will

be needed must be provided as soon as the contract is awarded so that such services may be secured as soon as possible.

#### ARC and/or Staff Meetings:

ISC will provide interpreting services for ARC and Staff meetings when requested. We are aware that the meetings sometimes occur at the last minute but as soon as the need is known, ISC should be notified so that an interpreter can be scheduled in a timely manner.

#### Conferences/Trainings:

ISC will provide interpreting services for Conference and Trainings upon request. ISC will require advanced notice of such conferences and trainings for logistics and scheduling. For such assignments please note that more than one interpreter will need to be scheduled for such events.

#### Extracurricular Activities:

ISC will provide interpreting services for any sporting, community, field trips and academic events upon request. Schedules of such activities must be promptly provided to ISC so that scheduling of interpreters can be provided in a timely manner. Unless interpreting services will be required on the bus during travel, ISC will make independent travel arrangements for ISC interpreters. ISC interpreters do not serve as chaperones for such events as our role is to provide communication access. Lodging and accommodations for events shall be provided by the Client and the Client shall provide lodging accommodations to be occupied by the interpreter only.

#### Other services:

Should the need arise for ISC to provide interpreters for other services (i.e. mental health, legal, social work, etc.) that are provided on school campus or alternative setting, ISC adheres to professional guidelines regarding conflicts of interest. For example, the regular interpreter in the classroom will not be selected to interpret for the student and the psychiatrist as this presents an actual conflict of interest.

Cancellation policy for Engagements in Educational Settings: For educational assignments not requiring an all-day or ongoing need, a twenty-four (24) cancellation will be imposed. For educational conferences/trainings a forty-eight (48) hour cancellation will be imposed. Ongoing assignments such as classroom needs, a two-week cancellation policy will be imposed. When interpreters schedule an assignment, they turn down other work in order to honor their commitments. The two-week cancellation will cover the interpreter until such time they can be reassigned to other interpreting assignments. No shows will also be charged however the interpreter will be instructed to communicate with the named point of contact to identify any other needs that may be addressed during the assigned time.

### **Cancellation and No-Show:**

Cancellations must be made 24 hours (1 business day) prior to the assignment to avoid a charge – **no exceptions**. Further, assignments that require travel of 75 miles or more outside of the assigned interpreters home require a two-week notice of cancellation. ISC reserves the right to bill Client for expenses already incurred in connection with planning travel or similar arrangements for such assignments.

### **Last-Minute Requests:**

Requests submitted with less than 24-hour notice may incur an added fee, in ISC's sole discretion, depending upon the amount of time required to respond to the request and the required adjustment to schedules to accommodate.

### **Inclement Weather:**

ISC makes reasonable efforts to honor its assignments while maintaining the safety of its workforce. If inclement weather becomes an issue per weather watches/warnings on television /radio, promptly communicate with us to negotiate an alternate plan. ISC may impose additional charges in relation to inclement weather.

**Payment Terms:**

Invoices are mailed/mailed and payment is expected within 30 days from the invoice date. Late payments will be assessed a past due fee of 18% per annum added to the account monthly. Visa, Mastercard, Discover, American Express, PayPal and ACH transfers are accepted. A processing fee of 3% will be applied to credit card transactions. If credit card payments are received within 10 days of receipt of invoice, this fee will be waived.

**Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of Kentucky, regardless of the conflict of laws rules that may be applied by a court of Kentucky or any other jurisdiction. Any dispute concerning this Agreement or its performance shall be brought in the court located in Pulaski County, Kentucky or the Eastern District of Kentucky, and Client hereby submits to the jurisdiction and venue of any such court.

**Value Added:**

ISC is committed to excellence. We bring knowledge and understanding of Kentucky laws pertaining to interpreter certification and licensure. We are dedicated to the important work of effective communication for clients we serve.

**Indemnification:**

Client will defend, indemnify, and hold harmless ISC, its affiliates, and its officers, directors, employees and agents and shall pay, as incurred, all damages, costs, losses, fees and expenses (including reasonable attorney's fees) related to any claim, action, suit, or other proceeding arising from the actual or alleged failure to provide Services in whole or in part, or from the actual or alleged injuries, including death, to persons, or any damage to property (real or personal, tangible or intangible) or alleged negligence arising out of ISC's provision of Services under this Agreement. Client shall bear the expenses of defending such claim (regardless of whether the allegations supporting such claim are true) and, upon written request from ISC, shall assume the defense of any such action.

**Relationship of Parties:**

Nothing in this Agreement shall be construed to create an employment, agency, joint venture, or partnership relationship between the parties. ISC is engaged by Client only for the purpose and to the extent set forth in this Agreement. ISC is an independent contractor to Client.

**Entire Agreement:**

This Agreement together with the Work Order herein sets forth the entire agreement between the parties hereto pertaining to the subject matter of this Agreement.

# Remote Captioning (where applicable) (delivered via Internet Connection)

## STANDARD RATES

### Onsite Captioning

Weekdays (7:00 AM to 5:00 PM)

- Minimum Charge for Service Up to 1 hour: - \$40.00
- Subsequent time billed in ¼ hour increments - \$12.50

Weekday Evenings (5:00 PM to 10:00 PM)

- Minimum Charge for Service Up to 1 hour: - \$50.00
- Subsequent time billed in ¼ hour increments - \$15.00

Weekdays (7:00 AM to 5:00 PM)

- Minimum Charge for Service Up to 2 hours: - \$80.00
- Subsequent time billed in ¼ hour increments: - \$12.50
- Travel time billed in ¼ hour increments: - \$12.50
- Mileage: 54.5 cents per mile

Weekday evenings (5:00 PM to 10:00 PM)

- Minimum Charge for Service Up to 2 hour: - \$90.00
- Subsequent time billed in ¼ hour increments - \$15.00

### SPECIAL SERVICES

- Asynchronous Text interpreting: \$40 per hour of sound, one hour minimum.  
Subsequent time billed in quarter time increments of \$12.50 per hour of sound. Sound must be delivered to digital dropbox in a downloadable format.
- Weekends, holidays, and late-nights/early mornings: Add \$15.00 per hour  
(This rate will be assessed for the following days: New Year's, President's, Memorial, Independence, Labor, Veteran's, Thanksgiving, and Christmas days ; weekends, and after 10 pm/before 7:00 am weekdays.)

### IMPORTANT INFORMATION

Cancellations of Remote Captioning Services: Notices received less than 24 hours in advance of the appointment will be billed for services as scheduled. Cancellations **MUST** be made by the authorized agent. Payment is required even if the person(s) for whom the services are being provided fails to appear for the appointment.

Billing and Payment for Remote Captioning Services: Any portion of an hour will be billed in quarter-hour increments as scheduled. Charges for special services or circumstances are in addition to the standard rates. In the event the length or circumstances differ from the original request, the captioner reserves the right to end the assignment.

**By signing below, Client agrees to the terms and conditions of the Service Agreement as outlined above. Please complete the following and return via fax to 855-621-0796 or email to [contact@isky.net](mailto:contact@isky.net)**

Client/Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Authorized Personnel Signature: \_\_\_\_\_

Authorized Personnel Printed Name: \_\_\_\_\_

## WORK ORDER

Client: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

Client Email: \_\_\_\_\_

Client Contact/Authorized Representative: \_\_\_\_\_

### **Date of Scheduled Service:**

\_\_\_\_\_  
\_\_\_\_\_

### **Description of Service to be Performed:**

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### **Applicable Rates (subject to actual hours engaged and terms and conditions described in Services Agreement):**

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### **Special Instructions or Other Terms and Conditions:**

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