



## 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.

### In Person 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 October 2022). 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 or close vision**, an additional \$5.00 per hour will be added to the rate due to the physically taxing nature of tactile interpreting.

\$65.00 per hour during business hours (Monday-Friday 8:00am-5:00pm)

\$70.00 per hour outside business hours (Monday-Friday 5:01pm-7:59am)

\$70.00 weekend daily rate (Saturday-Sunday 8:00am-5:00pm)

\$75.00 weekend nightly rate (Saturday-Sunday 5:01pm-7:59am)

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 may 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.

**Educational Settings (K-12/Vocational/Post-Secondary):**

For Education Settings, please refer to Addendum A attached hereto and made a part hereof, where applicable.

**Video Remote Interpreting:**

Video remote requests via Zoom, Teams, Skype etc. are subject to the same pricing and provisions contained within this Agreement. ISC will determine if the request for video remote is appropriate for the assignment request. The following is the **FEDERAL REGULATIONS REGARDING VIDEO**

**REMOTE INTERPRETING:**

**28 FR 35 states that the VRI screen MUST:**

1. Be real time;
2. Be full motion video and audio over a dedicated high speed, wide band-width video. It must produce high quality video images. It cannot produce lags, choppy, blurry, grainy images, or irregular pauses in communication.
3. Provide a sharply delineated image that is large enough to display the interpreter’s face, arms, hands and fingers, regardless of body position.
4. a clear audible transmission of voices.
5. Adequate training to users of the technology and other involved individuals so they may quickly and efficiently setup and operate the VRI.

Additionally, the Client agrees to procure and be responsible for support, maintenance and implementation of any technology required to carry out VRI services. The Client shall have reliable and secure Internet connection at its locations and ensure proper training of all personnel working with VRI. The Client is solely responsible for maintaining its VRI equipment and for any technology fees associated therewith. ISC shall not pay or reimburse the Client for any expenses it incurs in providing and maintaining VRI communications capability.

**Remote Captioning Services:**

Remote Captioning Services requires a seventy-five (75) minute billing minimum and will be billed in fifteen (15) minute increments. The following are the rates for remote captioning services:

	<u>RCS C-Print/Typewell</u>	<u>RCS CART</u>
Business Hours	\$105/hour	\$115/hour
Nights/Weekends	\$115/hour	\$125/hour
Overnights/Rush/Holidays	\$115/hour	\$125/hour
Special Requests Add an additional \$10 per hour		

## Scheduling Service:

Once the service agreement has been signed and returned, the requested service will be scheduled and confirmed. To schedule subsequent services, please utilize one of the following:

1. Call (606) 401-2328 or (844) 275-7767, select option 1 for Scheduling. Sometimes we are busy and unable to answer your calls. Whenever this happens, please leave a message and we will return your call as soon as possible.
2. You may also email your request to [contact@iscky.net](mailto:contact@iscky.net). Please provide the date, time, length of service, service location address, deaf clients name, and any additional information that will help the interpreter prepare for the assignment.
3. A new option we now provide it to request an interpreter online at <https://iscky.scheduling.online/login.php>. Click Register then Requester. Input the requested registration information. An approval request will be sent to ISC for response. Once access is granted, you may begin requesting appointments online.

## Cancellation and No-Show:

Cancellations must be made 24 hours (1 business day) prior to the assignment to avoid a charge – **no exceptions**. ISC reserves the right to bill Client for expenses already incurred in connection with planning travel or similar arrangements for such assignments. Although other work opportunities may have been available, your interpreter(s) were secured and confirmed for the time(s) requested, for your organization/event exclusively and they rely on that income. Cancellation policies are developed to protect the time of the interpreter(s) secured along with the coordination work invested by your schedule coordinator.

### Additionally:

1. All cancellations must be done by phone (606) 401-2328 or email at [contact@iscky.net](mailto:contact@iscky.net).
2. Cancellations must be received by ISC during BUSINESS hours (Monday-Friday 8 a.m.-5 p.m. EST) only. If ISC receives notice of a cancellation for pre-scheduled work outside of BUSINESS hours, it will be deemed to have been received at the start of the next BUSINESS Day for billing purposes.
3. The required notice of cancellation applies even on occasions when cancellations occur due to circumstances not within its control, such as emergencies, resulting in last-minute cancellations of the event for which interpreting services were requested. We work across the Commonwealth of Kentucky with various public and private organizations and institutions; each has varying services and policies. Our interpreters are not centralized, but live and work across the Commonwealth as well. Therefore, when an interpreter is available to go to an assignment, including when a cancellation occurs while the interpreter is already en route to an onsite assignment, full charges will apply. If the interpreter him/herself is unable to appear, no charges will apply.
4. Consumer no-show policy: Should the 'consumer' not appear or show up late and the scheduled services, meeting or appointment cannot occur, the Client is still responsible to pay for the secured services.
5. The Client will be billed for the full requested time for services not cancelled with the designated notice before the requested start time. All pre-scheduled services require ONE full BUSINESS day notice.

**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/emailed, 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.

ISC reserves the right to decline the provision of interpreting services due to non-payment of invoices until such time the past due invoices are fully paid, and the account brought to a current status. The Customer will be responsible for court costs and reasonable attorney's fees incurred by ISC if unpaid invoices result in legal action for collection.

**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. We aid our clients with various types of compliance as it relates to interpreting services.

**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.

**TERM:**

The term ("Term") of this Agreement is one year from the Effective Date and is automatically renewed annually unless either Party provides the other Party with 30 days' written notice of Termination. Either Party has the right to terminate for any reason. Client shall be liable for payment for all Services performed through the date of termination.

**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.

**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@iscky.net](mailto:contact@iscky.net)**

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

Billing Contact Name: \_\_\_\_\_ Billing Email Address: \_\_\_\_\_

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

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## ADDENDUM A

### **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, subject on availability. 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, subject to availability. 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, subject to availability. 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.