



Terms and Agreement to Services

This agreement for performance of services ("Agreement") is made and entered into by and between "Client" (DBA as listed on form submission) and **Deaf Intervention Services, LLC** ("Contractor"), an independent contractor, with a principal place of business at **528 S Lincoln St #14, Laramie, WY 82070**. Client and Contractor are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

Article 1. Services to be performed by Contractor

Specific Services

1.1. Contractor, acting independently and not as an employee of Client, agrees to perform the services specified in the "Description of Services" attached to this Agreement as Exhibit A and incorporated into this Agreement by reference (the "Services").

Method of Performing Services

1.2. Contractor will determine the method, details, and means of performing the Services. Contractor may perform the Services under this Agreement at any suitable time and location Contractor chooses. Contractor will use Contractor's own resources, such as supplies, equipment, tools, and materials to complete the Services unless necessity requires the use of Client's resources and premises as those requirements are defined in this Agreement.

1.3. Contractor shall devote such working time and attention to the performance of the Services as required to satisfy all duties and responsibilities of Contractor in finishing the assignment.

1.4. Contractor agrees to operate in full compliance with all governmental laws, regulations, and requirements applicable to Contractor's performance of this Agreement and the Services to be provided hereunder. Contractor shall obtain and maintain in force, at Contractor's own expense, all licenses, permits, insurance and approvals required for performance under this Agreement, and will obtain all required authorizations and approvals prior to commencement of the Services. Contractor shall promptly notify Client in the event Contractor knows or has reason to believe that any act or refrainment from acting required by or contemplated by this Agreement violates any applicable law, rule or regulation (whether criminal or non-criminal).

1.5. Contractor will immediately report to Client all accidents or occurrences resulting in personal injury or property damage arising out of or during the performance of the Services by Contractor at Client's premises and will furnish Client with a copy of any reports made by Contractor, including but not limited to any report provided to Contractor's insurer or to others, of such accidents and occurrences.



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Article 2. Term of Agreement

2.1. This Agreement will become effective on the date request is submitted and will continue in effect until the Services provided for in this Agreement have been performed to Client's reasonable satisfaction, unless terminated earlier as provided in this Agreement. (See Interpreting Fee Terms for more details)

Article 3. Compensation and Expenses

3.1. In full consideration for the Services described in this Agreement to be performed by Contractor, Client agrees to pay Contractor the hourly rates as described in Exhibit C Legal Fee Schedule on a **monthly** basis upon Client's receipt of an invoice from Contractor stating all time worked during the payment period. Client shall have **thirty (30) business days after receipt of an invoice** to make payment thereon. Contractor agrees not to increase Contractor's rate during the term of this Agreement.

3.2. Contractor will be reimbursed for all expenses incurred in performing the Services under this Agreement, including but not limited to hotel, airfare, mileage, meals, and educational resources required or deemed appropriate. Client shall have 1 month (or 30 days) after receipt of an invoice to make payment thereon.

3.3. Client agrees to the assessment of a late fee of \$50 per every 30 days upon receipt of an invoice from Contractor.

Article 4. Key Provisions

Contractor is Independent Contractor

4.1. Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Contractor agrees that neither Contractor nor any Contractor personnel is or will become an employee, partner, agent, or principal of Client while this Agreement is in effect. This Agreement does not in any way create any type of partnership, association, joint venture, or other business relationship between the Parties. Contractor agrees neither Contractor nor any Contractor personnel shall be entitled to the rights or benefits afforded to Client's employees, including but not limited to, disability or unemployment insurance, workers' compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, licenses, and any other requirement for Contractor and for Contractor's employees and subcontractors.

4.2. Nothing in this Agreement shall be construed to give Contractor or any



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Contractor personnel any authority (i) to represent that such person is an employee of Client, (ii) to bind Client with respect to contracts or representations or any other matters, or (iii) to represent Client before any court or government or regulatory authority without the express written authorization of Client.

Non-Exclusive Relationship

4.3 Contractor may perform services for, and contract with as many additional clients, persons, or companies as Contractor, in his sole discretion, sees fit, provided those services do not pose a conflict of interest with the Services performed for Client.

4.3(b) Contractor acknowledges that this is a non-exclusive engagement and that Client retains the right to appoint additional contractors as Client, in its sole and unrestricted judgment, may from time to time determine to be in the interests of Client without liability or obligation to Contractor.

Payment of Taxes and Fees

4.4. Contractor is solely responsible for paying when due any taxes, including estimated taxes, incurred because of the compensation paid by Client to Contractor for Services under this Agreement. This includes but is not limited to any federal, state or local income taxes, social security or unemployment tax, or any other taxes.

4.5. Contractor, on behalf of [himself/herself/itself] and any successors, assigns, and heirs, agrees to defend, indemnify and hold Client, including Client's employees, officers, directors, agents, subsidiaries and affiliates, harmless from and against any damage, claim, losses, fee, assessment, interest charge or penalty incurred by or charged to Client as a result of any claim, cause of action or assessment by any government agency for any nonpayment or late payment by Contractor of any tax or contribution based on compensation paid hereunder to Contractor or because Client did not withhold any taxes from compensation paid hereunder.

Workers' Compensation, Unemployment Insurance Benefits, and Year-End 1099

4.6(a) Workers' Compensation. Contractor is not entitled to workers' compensation benefits and is obligated to pay any federal and state income tax due on any moneys earned pursuant to Contractor's contractual relationship with Client.

4.6(b) Unemployment Insurance Benefits. Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or another entity. The Contractor is obligated to pay any federal and state income tax due on any moneys paid pursuant to Contractor's contractual relationship with Client.

4.6(c) Contractor will receive a 1099-Misc for tax purposes prior to the end of January.



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Liability Insurance

4.7. Contractor agrees to maintain a policy of general liability insurance in the minimum amount of \$1,000,000.00 to cover any negligent acts or errors and omissions committed by Contractor or Contractor's employees or agents during the performance of Contractor's duties and the Services under this Agreement. Contractor may not cancel this policy without notifying Client at least 15 days in advance. Termination of required insurance constitutes a material breach of this Agreement.

Article 5. Termination of Agreement

5.1. If either Party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching Party may terminate this Agreement by giving written notification to the breaching Party. Termination will take effect 30 days after receipt of notice by the breaching Party or 35 days after notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes but is not limited to, the following: (a) Client's failure to pay Contractor any compensation due within 30 days after written email demand for payment; (b) Contractor's failure to complete the Services specified herein; or (c) Client or Contractor's material breach of any representation or agreement contained in this Agreement.

Upon an early termination, Contractor shall receive a pro-rated payment for Services actually rendered, to the Contractor's reasonable satisfaction, prior to the termination date.

5.2. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either Party; (b) or death of Contractor

Article 6. Confidential Information

6.1. Contractor may gain access to confidential and proprietary information about Client and Client's affairs and operations. Any written, printed, graphic, spoken, or electronically or magnetically recorded information furnished by Client for Contractor's use is the sole property of Client. This proprietary information includes but is not limited to, customer requirements, customer lists, financial information, marketing information, and information concerning Client's employees, products, services, prices, sources, operations and subsidiaries.

6.2. Contractor will indefinitely maintain Client's confidential information in the strictest confidence, and will not disclose it, or allow it to be disclosed, by any means to any person except with Client's prior approval and only to the extent necessary to perform the



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Services under this Agreement. Any permitted person to whom Contractor shall disclose confidential information must be under confidentiality obligations no less restrictive than this Agreement. Contractor shall only use the Client's confidential information in furtherance of Contractor's performance of this Agreement, but shall not use the confidential information for any other purpose or for the benefit of any third party. No Confidential Information furnished to Contractor shall be duplicated or copied except as may be necessary to effectuate the purpose of this Agreement.

Article 7. General Provisions

Notices

7.1. Any notices required to be given under this Agreement by either Party to the other shall be in writing and shall be transmitted either by (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight mail (with all fees paid), or (iv) email, addressed to the Party to be notified.

Party to be notified will be listed as "Point of Contact" or "Billing Contact" on file unless otherwise noted.

The Contractor and sub-contractors of:

Deaf Intervention Services, LLC
Attention: Scott E. Foor
528 S Lincoln St
Laramie, WY 82070

Tel: 805-704-0721
Email: sfoor@wydeafis.org

For questions regarding invoices, payments, or late fees please contact:

Tel: 805-704-0724
Email: Finance@wydeafis.org

Partial Invalidity

7.2. If any provision of this Agreement is held by a court of Wyoming to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.



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Dispute Resolution

7.3. Any dispute, controversy or claim arising out of or related in any way to this Agreement or any Services performed hereunder which cannot be amicably resolved by the Parties shall be solely and finally settled by arbitration administered by the American Arbitration Association and the Wyoming Bar Association in accordance with their commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of one (1) arbitrator sitting in Albany County, Wyoming. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Wyoming. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each Party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement, except that Client may seek a preliminary injunction or other injunctive relief in any court of competent jurisdiction if, in its reasonable judgment, such action is necessary to avoid irreparable harm.

Governing Law

7.4. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Wyoming.

Contractor Representations

7.5. Contractor warrants that Contractor is legally capable of entering this Agreement and that there are no other existing agreements or instruments that would impair Contractor's ability to perform the Services described in this Agreement. Contractor also warrants that any statements about Contractor's abilities or qualifications to competently complete the described Services are accurate and made in good faith. Contractor warrants that all work completed will be Contractor's original work and will not in any way legally infringe upon the rights of others.

Client Representations

7.6. Client warrants that Client is legally capable of entering this Agreement and that there are no other existing agreements or instruments that would impair Client's ability to perform the Services described in this Agreement. Client warrants that Client's representative is someone who has the authority to obligate and bind Client to this Agreement. Client also warrants that any statements about Client's abilities or qualifications to competently complete the described Services are accurate and made in good faith. Client warrants that all payments made to Contractor shall be valid.



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Force Majeure

7.7. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, national guard service, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

Waiver: Rights Cumulative

7.8. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

Counterparts

7.9. This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

Entire Agreement; Modifications

7.10. This Agreement, together with any exhibits, schedules, or other documents referenced herein, supersedes all agreements, either oral or written, between the Parties with respect to the rendering of Services by Contractor for Client and contains all the representations, warranties, covenants, and agreements between the Parties with respect to the rendering of those Services. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. No modification or amendment of any provision of this Agreement will be binding on any Party unless in writing and signed by all parties or their representatives.



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INTERPRETING FEE SCHEDULE

Coincides with Deaf Intervention Services, LLC agreement (Revised 11/02/2023)

Contracting with Deaf Intervention Services, LLC may include, but is not limited to services for the following: hospitals, schools, government agencies, non-profits, businesses, and other entities. An Invoice will be submitted after the assignment is completed. Services will be invoiced monthly (or as needed, thereafter). Cancellation fees may apply. Preferred payment by check. Cards may be accepted upon request but may include a processing fee.

All credit card payments are processed with an additional fee of 2.9% + .25 cents per transaction. The fee schedule adheres to a deadline and/or notice provided to complete the assignment and applies to Contractor and subcontractors. **Fees apply to interpreting services, coordinating, scheduling, and drive time**

Other fees:

- A One-hour minimum is applied for interpreter coordinating and scheduling ● There is a two-hour interpreter minimum for every interpreting assignment.
- Mileage is charged at the federal rate for interpreters outside of the service provider's city of residence. Fees may be required for parking, tollway, etc.
- Communication Access Realtime Translation (CART) - \$155 per hour ●

On-call services will be billed at half the applicable service rate.

- Interpreting/CART/Scheduling fees are synonymous with the rates above.
- **Late payments for invoices are \$50 or 5% of the total invoice due, whichever is greater.**
- **Minimum Short notice service fees:**

\$25 per hour additional charge - less than 72 hours' notice

Holiday Rates apply to the following days

Holidays: New Year's Eve, New Year's Day, Martin Luther King Jr., Presidents, Easter, Good Friday, Memorial, Independence (4th of July), Labor, Thanksgiving, Christmas Eve, Christmas.



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At any time, Deaf Intervention Services may refuse work when the assignment exceeds the scope of practice for our interpreters and educators. If this were to occur, we would provide a referral to a more qualified candidate, or sub-contract work to another candidate to complete the assignment request. If this is necessary, additional fees may be assessed to accommodate the rates of these external practitioners. If more than 7-days notice is not provided, it increases the risk that your assignment, request for translation, or consultation services may not be completed. Charges for Meals & Incidentals (M&IE) break down as it applies to your region. The current standard rate is \$44.25 for Wyoming. For any assignments requiring two-days of travel, you will be charged for hotel, mileage, meals & incidentals, and drive time. For travel requiring more than 12 hours of interpreting and/or drive time you will be charged for M&IE. Drive time and mileage are charged for assignments outside of the practitioner's city of residence. Hotels are charged at the actual rate required and does not coincide with the Federal Per Diem rates or the GSA rate for hotels. Additional information is available for your region here at this link:

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

Cancellation Policy

All cancellation notifications must be received in through our scheduling email (Scheduling@wydeafis.org) 72 hours in advance.

Many private contractors and subcontractors carry their own cancellation policies. Deaf Intervention Services abides by these cancellation policies as we are doing business with various contractors.

Deaf intervention Services requires 72-hours (3 full business days) notice for cancellation in order to receive a full refund to be issued. **Coordinating, scheduling, preparation time, travel time, and/or communication moderation charges will still apply if not canceled with sufficient notice.**

A copy of the applicable rate sheet will be sent to the point of contact on file when confirmation of this request is sent.



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Thank you for the opportunity to serve you (and your clients).