

## **TERMS OF SERVICES AGREEMENT**

This document constitutes the terms of services agreement for provision of sign language interpreting services by Tammera J. Richards, BS, CI and CT; SC:L; NAD IV, certified sign language interpreter.

**RATES OF PAY:** Unless otherwise negotiated in advance, the regular daily rate of payment from 8 AM-6 PM M-F will consist of an initial fee of \$100.00 and then \$50.00 per hour thereafter, billable in 1/2 hour increments.

Unless otherwise negotiated in advance, the after hours' 6 PM-8 AM M-F and 24 hours' rate Saturday and Sunday will consist of an initial fee of \$110.00 and then \$55.00 per hour thereafter, billable in 1/2 hour increments.

Unless otherwise negotiated in advance, legal interpreting assignments will consist of an initial fee of \$120.00 and then \$60.00 per hour thereafter, billable in 1/2 hour increments. ANY legal assignments, regardless of length, that will include deaf witness testimony will require a team interpreter to ensure accuracy of the record. (See Legal Terms of Services Agreement).

**TEAM INTERPRETING POLICY:** A team interpreter will be provided for any job assignment that is over 1.5 hours or more in length unless otherwise negotiated in advance. The interpreter reserves the right to negotiate a team interpreter for assignments less than 1.5 hours in length should an individual job warrant a team. Should a team of two interpreters have been expected and/or warranted and is not provided, contractor reserves the right to either charge double for work performed or work half the scheduled time without the requisite team in order to prevent injury from occurring, whichever works best to the benefit of both contracting parties.

### **PERFORMING ARTS ASSIGNMENTS:**

Performing Arts assignments will be negotiated on a per assignment, flat rate basis and will NOT be subject to regular hourly rates. All performing arts assignments will be teamed, and will require no less than two weeks of rehearsal unless otherwise negotiated - the preferred notice is 30 days for performance assignments.

**TRAVEL TIME/MILEAGE:** Travel that is more than 1 hour in length round trip will be billed at 1/2 the interpreter's hourly rate per hour of travel unless otherwise negotiated. Travel that is over 20 miles round trip will be billed at 1/2 the interpreter's hourly rate per hour of travel unless otherwise negotiated. Mileage will always be billed at the current federal mileage rate.

**OUT OF TOWN ASSIGNMENTS:** If an assignment is more than 3 hours' drive from my home in each direction, roundtrip airfare, ground transportation and/or parking costs to and from origination and destination airports, hotel accommodations and per diem expenses of \$50 per day for meals must be provided or reimbursed in full by the service requester.

**VIDEOTAPING AND USE OF WORK PRODUCT:** All requests for videotaping of interpretation work product performed by Tammera J. Richards must be contracted for in advance of the work assignment. In general, videotaping of work product will be acceptable IF the following conditions are met:

- Tammera J. Richards is provided an unedited copy of the entire videotaped work product within 15 days of the date of service for her records and future use.
- The entity videotaping the likeness of Tammera J. Richards will in no way profit from the use or reuse of the videotape made of the work product in the future.
- The videotape will not be used for any illicit or illegal purposes in the future.

Should these conditions not be met, videotaping of work product will not be permitted, or will incur an additional fee no less than \$500.00 for the initial taping, and \$500.00 per showing after the initial event.

**CANCELLATION POLICY:**

Unless otherwise negotiated in advance, required notice for cancellation of interpretation services are as follows:

**ASSIGNMENT LENGTH:**

- 1-2 hours 48 weekday hours' notice.
- 3-5 hours 72 weekday hours' notice.
- 6-8 hours 96 weekday hours' notice.

Cancellation policy for multiple day assignments will be negotiated on a per assignment basis. Weekday hours are defined as 24 hours Monday through Friday. Should cancellation of assignment not fall within these deadlines, the time booked will be billed for in full.

**LATE FEES/PENALTIES:**

All invoices are due **no later than 30 days** from the date of invoice. If an invoice remains outstanding more than 45 days past the date of the invoice then an additional invoice will be submitted with a \$20.00 late fee; for each additional 15 days the invoice remains outstanding, an additional \$20.00 late fee will be incurred.

**INDEPENDENT CONTRACTOR CERTIFICATION:**

NorthWest American Sign Language Associates, Inc. is an S-Corporation and Tammera J. Richards, CI & CT; SC:L, NAD IV is an independent contractor and meets the following criteria for independent contractor status as defined by the IRS:

- ONLY works pursuant to written contracts.
- Works in more than three locations in a calendar year.
- Has a telephone and/or office listing that is separate from one's residence.
- Purchases advertising or business cards promoting one's business.

**PAYMENT SCHEDULE:**

All payments will be made payable to: NorthWest American Sign Language Associates, Inc. EIN: 93-1235367

\_\_\_\_\_ Contracting Entity  
 Tammera J. Richards, BS, CI & CT; SC:L; NAD IV

**AGREEMENT TO CONTRACT FOR SERVICES:**

I agree to contract for sign language interpretation services with Tammera J. Richards, BS, CI & CT; SC:L, NAD IV under the outlined terms of service. I understand that this agreement constitutes the full agreement under which both the service provider and requester are bound. This agreement may be terminated by either party with written thirty (30) day notice to the other party informing the other of intent to sever the contract.

\_\_\_\_\_ Date \_\_\_\_\_  
 Tammera J. Richards, BS, CI & CT; SC:L, NAD IV

\_\_\_\_\_ Date \_\_\_\_\_  
 Service Requester