



# Bullitt County Public Schools

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

Phone: 502-869-8000  
Fax: 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)

**TO:** Dr. Jesse Bacon, Superintendent *JB*  
**FROM:** Troy Kolb, Director of Special Education *(TK)*  
**DATE:** July 7, 2021  
**RE:** Request for Contracts

Presented are contracts from agencies with whom the Special Education Department conducts business each year. They have been reviewed by Eric Farris of Buckman, Farris and Mills. We are requesting continuation of these contracts for the 2021-2022 school year:

Ohio Valley Educational Cooperative – This agency provides a Diagnostician to assist with the administration of educational evaluations to students in the Special Education referral process. OVEC also provides Occupational Therapy and Speech Language Pathology services through an agreement with Hands on Therapy, a third-party agency.

Applied Behavioral Advancements – ABA delivers services in the area of applied behavior analysis. Their services entail the identification of goals and objectives, the measuring of target behaviors, the evaluation of current levels of performance, the design and implementation of interventions, ongoing measurements of target behaviors and peer training.

Bright Stars Physical Therapy – Laura Stone, PT, PSC – Mrs. Stone provides physical therapy evaluations and services for students who have PT on their Individual Educational Plan. She also provides supervision required by license for the Physical Therapy Assistants employed by the District.

Options Unlimited – This agency provides instruction in workforce training and life skills through a community-based job coach program to prepare students with disabilities to reach their post-secondary goals. These are typically students with moderate to severe cognitive disabilities, or other significant disabilities, who are not likely to pursue higher education. The job coaches work directly with students both at school and in job sites to explore interests, develop job readiness, and to practice the soft skills required to maintain employment.

Language Line/Pacific Interpreters – This agency provides foreign language interpreting services for parents who are not fluent in English, and who attend meetings and events in the District's schools.

Please let me know if I can answer any additional questions on this matter.

Equal Education and Employment Institution

*BS*

## SERVICE AGREEMENT

This Agreement for Services is entered into by and between the Bullitt County Board of Education, located at 1040 Highway 44 East Shepherdsville, Kentucky 40165, and the Ohio Valley Educational Cooperative ("OVEC") having an address of 100 Alpine Drive, P.O. Box 1249, Shelbyville, KY 40066.

A. **Party Obligations.** In consideration of the terms and conditions contained herein, the parties agree to the following:

1. OVEC agrees to arrange for a fully qualified, licensed Evaluator ("Provider") to provide services during the 2021-2022 school year to children identified by the Bullitt County School District ("District") as needing such services, in accordance with the District's Special Education Procedures.
2. Bullitt County Board of Education, in consideration of the above, agrees to pay OVEC the sum of \$30.00 per hour for services provided by the Provider, plus an additional 6.0% administrative fee.
3. Bullitt County Board of Education will reimburse OVEC for travel expenses incurred by Providers while providing services on behalf of the District. Bullitt County Board of Education will not be liable to OVEC for any costs or expenses paid or incurred by Provider in performing services for Bullitt County. Bullitt County Board of Education is interested in the results obtained through the services provided by OVEC and Provider; Provider shall decide the methods and manner of performing the services required to achieve the desired outcome.
4. OVEC is fully responsible for paying any local, state or federal income tax or other taxes required to be paid by law for remuneration pursuant to this Contract.

B. **Terms and Termination.** The term of this Agreement shall be from July 1, 2021 through June 30, 2022. Either party may terminate this Agreement for any reason within ten (10) days' advance written notice.

C. **Limitation of Liability, Hold Harmless Clause, and Insurance**

1. Bullitt County Board of Education and OVEC shall defend, indemnify and hold each other harmless from and against any and all claims, damages, loss, liability, and expenses, including reasonable costs, collection expenses, attorney's fees or court costs which may arise because of the negligence, misconduct or other fault of the indemnifying party, its officers, members, agents or employees in the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.
2. In no event shall either party be liable for special, incidental or consequential damages, lost profits, lost use of equipment, cost of substitute equipment or other operational costs.

3. Bullitt County Board of Education shall not be responsible for any tax liability incurred by OVEC or Provider for sums paid pursuant to this Agreement.

**D. General Clauses.**

1. This Agreement may not be assigned by either party without the express consent of the other party.

2. Neither party shall be required to perform its respective obligations hereunder when such failure is the result of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party.

3. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action filed in a court of law to enforce it shall be filed in Franklin County, Kentucky.

4. Any notice or communication required to be given under this Agreement shall be sent by U.S. mail or hand-delivered to the other party at the address specified in the preamble to this Agreement, unless a party has notified the other party in writing of a new address.

E. Provider shall not be considered an employee of the Bullitt County Board of Education. Nothing in this Agreement shall be construed as, or be deemed to create, a relationship of employer and employee, or principal and agent. As such, Provider shall not be entitled to paid vacation, sick leave, group health insurance, life insurance, participation in pension and profit sharing plans, workers compensation insurance, state or federal unemployment compensation insurance, FICA and other tax withholdings or any other benefits provided by the Bullitt County Public Schools.

F. This Agreement shall constitute the entire agreement between the parties and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto indicate their consent to this Agreement by the signatures of their duly authorized representatives.

*Bullitt County Board of Education*

*Ohio Valley Educational Cooperative*

By: \_\_\_\_\_

By: Leon Moseyhan

Date: \_\_\_\_\_

Date: 6-18-21

## SERVICE AGREEMENT

This Agreement for Services is entered into by and between the Bullitt County Board of Education, located at 1040 Highway 44 East Shepherdsville, Kentucky 40165, and the Ohio Valley Educational Cooperative (“OVEC”) having an address of 100 Alpine Drive, P.O. Box 1249, Shelbyville, KY 40066.

A. **Party Obligations.** In consideration of the terms and conditions contained herein, the parties agree to the following:

1. OVEC agrees to arrange for a fully qualified, licensed Speech Language Pathologist (“Provider”) to provide services during the 2021-2022 school year to children identified by the Bullitt County School District (“District”) as needing such services, in accordance with the District’s Special Education Procedures.
2. Bullitt County Board of Education, in consideration of the above, agrees to pay OVEC the sum of \$70.00 per hour for (SLP-CCC) services provided by the Provider, \$55.00 per hour for (SLP-CCC) travel, \$60.00 per hour for (SLP-CFY) services provided by the Provider, \$45.00 per hour for (SLP-CFY) travel, plus an additional 6.0% administrative fee.
3. Bullitt County Board of Education will reimburse OVEC for travel expenses incurred by Providers while providing services on behalf of the District. Bullitt County Board of Education will not be liable to OVEC for any costs or expenses paid or incurred by Provider in performing services for Bullitt County. Bullitt County Board of Education is interested in the results obtained through the services provided by OVEC and Provider; Provider shall decide the methods and manner of performing the services required to achieve the desired outcome.
4. OVEC is fully responsible for paying any local, state or federal income tax or other taxes required to be paid by law for remuneration pursuant to this Contract.

B. **Terms and Termination.** The term of this Agreement shall be from July 1, 2021 through June 30, 2022. Either party may terminate this Agreement for any reason within ten (10) days’ advance written notice.

C. **Limitation of Liability, Hold Harmless Clause, and Insurance**

1. Bullitt County Board of Education and OVEC shall defend, indemnify and hold each other harmless from and against any and all claims, damages, loss, liability, and expenses, including reasonable costs, collection expenses, attorney’s fees or court costs which may arise because of the negligence, misconduct or other fault of the indemnifying party, its officers, members, agents or employees in the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.
2. In no event shall either party be liable for special, incidental or consequential damages, lost profits, lost use of equipment, cost of substitute equipment or other operational costs.

3. Bullitt County Board of Education shall not be responsible for any tax liability incurred by OVEC or Provider for sums paid pursuant to this Agreement.

**D. General Clauses.**

1. This Agreement may not be assigned by either party without the express consent of the other party.

2. Neither party shall be required to perform its respective obligations hereunder when such failure is the result of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party.

3. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action filed in a court of law to enforce it shall be filed in Franklin County, Kentucky.

4. Any notice or communication required to be given under this Agreement shall be sent by U.S. mail or hand-delivered to the other party at the address specified in the preamble to this Agreement, unless a party has notified the other party in writing of a new address.

E. Provider shall not be considered an employee of the Bullitt County Board of Education. Nothing in this Agreement shall be construed as, or be deemed to create, a relationship of employer and employee, or principal and agent. As such, Provider shall not be entitled to paid vacation, sick leave, group health insurance, life insurance, participation in pension and profit sharing plans, workers compensation insurance, state or federal unemployment compensation insurance, FICA and other tax withholdings or any other benefits provided by the Bullitt County Public Schools.

F. This Agreement shall constitute the entire agreement between the parties and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto indicate their consent to this Agreement by the signatures of their duly authorized representatives.

*Bullitt County Board of Education*

*Ohio Valley Educational Cooperative*

By: \_\_\_\_\_

By: Tom Mooneyhan

Date: \_\_\_\_\_

Date: 6-18-21

## SERVICE AGREEMENT

This Agreement for Services is entered into by and between the Bullitt County Board of Education, located at 1040 Highway 44 East Shepherdsville, Kentucky 40165, and the Ohio Valley Educational Cooperative ("OVEC") having an address of 100 Alpine Drive, P.O. Box 1249, Shelbyville, KY 40066.

A. **Party Obligations.** In consideration of the terms and conditions contained herein, the parties agree to the following:

1. OVEC agrees to arrange for a fully qualified, licensed Occupational Therapist (OT) and Certified Occupational Therapist Assistant (COTA) ("Providers") to provide services during the 2021-2022 school year to children identified by the Bullitt County School District ("District") as needing such services, in accordance with the District's Special Education Procedures.
2. Bullitt County Board of Education, in consideration of the above, agrees to pay OVEC the sum of \$65.00 per hour for services and \$50.00 per hour of travel (max of 3hrs/per day)(OT) and \$60.00 per hour for services and \$45.00 per hour of travel (max of 3 hrs/per day) (COTA) provided by the Providers, plus an additional 6.0% administrative fee.
3. Bullitt County Board of Education will reimburse OVEC for travel expenses incurred by Providers while providing services on behalf of the District. Bullitt County Board of Education will not be liable to OVEC for any costs or expenses paid or incurred by Provider in performing services for Bullitt County. Bullitt County Board of Education is interested in the results obtained through the services provided by OVEC and Provider; Provider shall decide the methods and manner of performing the services required to achieve the desired outcome.
4. OVEC is fully responsible for paying any local, state or federal income tax or other taxes required to be paid by law for remuneration pursuant to this Contract.

B. **Terms and Termination.** The term of this Agreement shall be from July 1, 2021 through June 30, 2022. Either party may terminate this Agreement for any reason within ten (10) days' advance written notice.

C. **Limitation of Liability, Hold Harmless Clause, and Insurance**

1. Bullitt County Board of Education and OVEC shall defend, indemnify and hold each other harmless from and against any and all claims, damages, loss, liability, and expenses, including reasonable costs, collection expenses, attorney's fees or court costs which may arise because of the negligence, misconduct or other fault of the indemnifying party, its officers, members, agents or employees in the performance of its obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.
2. In no event shall either party be liable for special, incidental or consequential damages, lost profits, lost use of equipment, cost of substitute equipment or other operational costs.

3. Bullitt County Board of Education shall not be responsible for any tax liability incurred by OVEC or Provider for sums paid pursuant to this Agreement.

**D. General Clauses.**

1. This Agreement may not be assigned by either party without the express consent of the other party.
  2. Neither party shall be required to perform its respective obligations hereunder when such failure is the result of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party.
  3. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action filed in a court of law to enforce it shall be filed in Franklin County, Kentucky.
  4. Any notice or communication required to be given under this Agreement shall be sent by U.S. mail or hand-delivered to the other party at the address specified in the preamble to this Agreement, unless a party has notified the other party in writing of a new address.
- E. Provider shall not be considered an employee of the Bullitt County Board of Education. Nothing in this Agreement shall be construed as, or be deemed to create, a relationship of employer and employee, or principal and agent. As such, Provider shall not be entitled to paid vacation, sick leave, group health insurance, life insurance, participation in pension and profit sharing plans, workers compensation insurance, state or federal unemployment compensation insurance, FICA and other tax withholdings or any other benefits provided by the Bullitt County Public Schools.
- F. This Agreement shall constitute the entire agreement between the parties and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto indicate their consent to this Agreement by the signatures of their duly authorized representatives.

***Bullitt County Board of Education***

By: \_\_\_\_\_

Date: \_\_\_\_\_

***Ohio Valley Educational Cooperative***

By: Leon Moneysen

Date: 6-18-21

## PROFESSIONAL SERVICE AGREEMENT

This is a binding agreement between the Board of Education of Bullitt County Kentucky, having its principal place of business at 1040 Highway 44 East, Shepherdsville, KY 40165 and Applied Behavioral Advancements, LLC, having its principal place of business as 204 E. Oak St., Somerset, KY 42501. This agreement shall begin on July 01, 2021 and end on June 30, 2022. This agreement may be extended per written request from the Board of Education of Bullitt County Kentucky.

### WITNESSETH:

The Board of Education of Bullitt County Kentucky desires to have the following services performed within the school setting: Selection of interfering behavior or behavioral skill deficits, Identification of goals and objectives, Establishment of a method of measuring target behaviors, Evaluation of the current levels of performance, Design and implementation of the interventions that teach new skills and/or reduce interfering behaviors, On going measurement of target behaviors to determine the effectiveness of the intervention, Means and methods for peer training and Billing procedures and breakdown for services proposed.

**NOW, THEREFORE**, it is mutually agreed as follows:

- I. Applied Behavioral Advancements, LLC will address the following components at a minimum within the public school setting:
  1. Selection of interfering behaviors or behavioral skill deficits.
    - a. This will be accomplished through direct observation, interviews with teachers, paraprofessionals, parents, and others.
    - b. Formal assessment such as the ABLLS or VB-MAPP protocol, will be completed as deemed clinically necessary.
  2. Identification of goals and objectives:
    - a. Goals and objectives will be identified through the functional assessment process and/or formal protocol (ABLLS or VB-MAPP).
    - b. All goals and objectives will be reviewed with the school team to allow for collaboration and likelihood of success.
    - c. All goals and objectives will be identified with a hierarchy of need based upon team input.
  3. Establishment of a method of measuring target behaviors.
    - a. Applied Behavioral Advancements, LLC will review all current school based documentation for appropriateness of measuring target behaviors.
    - b. Applied Behavioral Advancements, LLC will provide additional data collection forms if the current school documentation is considered insufficient to capture the parameters of target behaviors.
    - c. Applied Behavioral Advancements, LLC will work with the teachers and paraprofessionals to determine the most effective method of data collection.
  4. Evaluation of the current levels of performance.
    - a. Applied Behavioral Advancements, LLC will evaluate the current levels of performance through direct observation, assessment of academic documentation, and interviews with school personnel.
    - b. Additional assessment protocols (ABLLS, VB-MAPP) will be completed as deemed clinically necessary.
  5. Design and implementation of the interventions that teach new skills and/or reduce interfering behaviors.

- a. Applied Behavioral Advancements, LLC will provide a written behavior support plan based upon a functional assessment.
    - b. Applied Behavioral Advancements, LLC will train all staff on the interventions contained in the behavior support plan and ensure competency of intervention for all staff.
  6. Ongoing measurement of target behaviors to determine the effectiveness of the intervention.
    - a. Applied Behavioral Advancements, LLC will determine the effectiveness of interventions based upon review of collected data, interviews with school personnel, and direct observation.
    - b. Applied Behavioral Advancements, LLC will provide written progress reports to the school team documenting the effectiveness of the intervention.
    - c. All interventions will be amended or revised as clinically necessary with the input of the school team.
  7. Means and methods for peer training in the above.
    - a. Applied Behavioral Advancements, LLC will provide ongoing peer training through the method of class wide instructional lessons and social groups.
    - b. Applied Behavioral Advancements, LLC will provide individual instruction to students based upon school personnel referral and parental permission.
  8. Billing procedures and a breakdown of services provided.
    - a. Applied Behavioral Advancements, LLC will invoice Bullitt County Public Schools monthly for all services rendered with specific dates, time in, time out, and a progress note detailing each service date.
    - b. Applied Behavioral Advancements, LLC will bill Bullitt County Public Schools a rate of \$110/hour for Board Certified Behavior Analysts, and \$80/hour for Behavior Specialists.
    - c. Applied Behavioral Advancements, LLC will perform the following services in agreement with the Bullitt County Public Schools:
      - i. Formal functional assessment with written report: not to exceed 10 hours
      - ii. Formal written behavior support plan including staff training: not to exceed 6 hours
      - iii. Ongoing monitoring of the behavior support plan: hours in agreement with Bullitt County Public Schools.
      - iv. Direct instruction of skill acquisition with students: hours in agreement with Bullitt County Public Schools
- II. The Board of Education of Bullitt County Kentucky agrees to pay Applied Behavioral Advancements, LLC only for services outlined above for the mutually agreed number of hours listed in section I;8. For consultation and training purposes only, documentation of agreement for hours may also include written letter and/or email communication between Applied Behavioral Advancements, LLC's Executive Director and the Director of Special Education Programs for the Board of Education of Bullitt County Kentucky or documented designee.
- III. In the performance of this Agreement, Applied Behavioral Advancements, LLC shall perform as an independent contractor. Applied Behavioral Advancements, LLC shall not be considered an agent, employee, or servant of the Board of Education of Bullitt County Kentucky for any purpose. It is understood that the Board of Education of Bullitt County Kentucky does not agree to use Applied Behavioral Advancements, LLC exclusively and that Applied Behavioral Advancements, LLC is free to contract for similar services to be performed for others. The Board of Education of Bullitt County Kentucky is interested only in the results to be achieved and the conduct and control of the work will be solely with Applied Behavioral Advancements, LLC. None of the benefits provided by the Board of Education of Bullitt County Kentucky to it's

employees, including, but not limited to, worker's compensation insurance and unemployment insurance, are available from the Board of Education of Bullitt County Kentucky to the contractors, employees, agents or servants of Applied Behavioral Advancements, LLC. Applied Behavioral Advancements, LLC will be solely and entirely responsible for his acts.

- IV. Applied Behavioral Advancements, LLC shall indemnify, save and hold harmless the Board of Education of Bullitt County Kentucky and its agents for any and all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance by Applied Behavioral Advancements, LLC under this Agreement. Furthermore, Applied Behavioral Advancements, LLC shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws as applicable to the performance by Applied Behavioral Advancements, LLC under this agreement.
- V. Applied Behavioral Advancements, LLC agrees to maintain professional liability insurance of at least \$1 million.
- VI. Applied Behavioral Advancements, LLC will comply with all existing federal, state and local laws and regulations applicable thereto.
- VII. Applied Behavioral Advancements, LLC will comply with the Kentucky Civil Rights Act of 1977 and with civil rights requirements set forth in 45 CPR Parts 80, 84 and 90.
- VIII. To enable Applied Behavioral Advancements, LLC to provide services, it may be necessary that ABA, LLC have access to certain Confidential and Proprietary Information (a confidentiality agreement in accordance with the Health Information Portability and Accountability Act [HIPAA]), incorporated herein by reference. The Board of Education of Bullitt County Kentucky is willing to provide Confidential and Proprietary Information to Applied Behavioral Advancements, LLC, as may be required for Applied Behavioral Advancements, LLC's performance under this Agreement, on the condition that all ABA, LLC contractors, employees, agents or servants agree to protect the confidentiality of such information. A material breach of confidentiality may be grounds for the Board of Education of Bullitt County Kentucky to terminate this Agreement immediately.
- IX. Except as otherwise provided in Paragraph VIII above, either party may terminate this Agreement on 30 days' written notice.
- X. This Agreement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement may not be modified except by a writing signed by the Board of Education of Bullitt County Kentucky and Applied Behavioral Advancements, LLC.
- XI. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.
- XII. This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and permitted assigns. Contractor may not be assign, without the prior written consent of the Board of Education of Bullitt County Kentucky, Contractor's rights, duties, or obligations under this Agreement to any person or entity, in whole

or in part, whether by assignment, merger, transfer or assets, or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

- XIII. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; and (ii) if mailed, seven days after deposit in the U. S. Mail, postage prepaid, certified mail, return receipt requested. All notice shall be addressed to the parties at the addresses set forth on the first page of this agreement.
- XIV. All provisions of this Agreement relating to confidentiality or to payment of fees shall survive termination of this Agreement.
- XV. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right under this agreement.
- XVI. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion of this Agreement, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- XVII. Any rights or remedies set forth in this Agreement are in addition to any other rights and remedies available to either party at law or in equity.
- XVIII. The parties agree that this Agreement is for the benefit of the Board of Education of Bullitt County Kentucky and Applied Behavioral Advancements, LLC and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries to this Agreement or any part or specific provision of this Agreement.

IN TESTIMONY WHEREOF, WITNESS the signatures of the parties this \_\_\_ day of \_\_\_, 2021.

The Board of Education of  
Bullitt County Kentucky

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Applied Behavioral Advancements, LLC

By:   
Christopher D. George, M.Ed, BCBA, LBA  
Owner/Executive Director

Date: 06/15/2021

**Laura Stone PT, PSC**  
**dba Bright Stars Physical Therapy**  
**9409 Chanteclair Drive**  
**Prospect, KY 40059**  
**262-2009**

SERVICE CONTRACT AGREEMENT

This agreement is entered into between the Professional Services Corporation known as "Laura Stone PT PSC", hereinafter referred to as the "Party of the First Part;" and the Bullitt County Board of Education, referred to as the "Party of the Second Part;" by agreement this date July 1, 2020 for the purpose of providing Physical Therapy Services.

WITNESSETH

WHEREAS, the Bullitt County school district operates for the purpose of serving handicapped children; and WHEREAS, the Party of the First Part is licensed or certified in the State of Kentucky and desires to provide services for children enrolled in the District's Area.

NOW, THEREFORE, for and in consideration of, the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SERVICES

In consideration for the subject services described below, the Party of the Second Part agrees to:

- (A) Reimburse the party of the First Part upon receipt of a statement of delivered services not to exceed \$ 45,000.00 at the rate of \$ 60.00 per hour.

The Party of the First Part does hereby agree to provide the Party of the Second Part the following services between this date and June 30, 2022:

- A. (A) Physical Therapy Services.

INSURANCE

During the term of this agreement, the Party of the First Part shall maintain professional liability insurance and will provide a certificate of same to the Party of the Second Part.

ENTIRE AGREEMENT

This agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding or obligating upon the parties hereto. This agreement supersedes all prior agreements, contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, Laura Stone PT, PSC and the Party of the Second Part have duly executed this agreement on the day and year just written.

WITNESS:

\_\_\_\_\_ Laura Stone PT PSC \_\_\_\_\_ Date 05/202021 \_\_\_\_\_  
Party of the First Part

\*\*In accordance with applicable law, I am signing this form electronically. By typing my name, I am confirming that I am the individual providing the above report and am signifying my intent to sign electronically

WITNESS: \_\_\_\_\_  
Party of the Second Part (Superintendent, BCPS) Date \_\_\_\_\_

## **Contract to Provide Services to Students with Disabilities**

### **Parties**

This is a contract, effective July 1, 2021 through June 30, 2022, made and entered by the Bullitt County Board of Education, 1040 Highway 44, Shepherdsville, Kentucky and Options Unlimited, Inc., 205 Castlerock Drive, Shepherdsville, Kentucky 40165.

### **Background and Goal**

Bullitt County Board of Education (hereinafter, "BCBE") recognizes the importance of providing workforce training and life skills to all its students. The overarching goal of this contract is to prepare special education students, who are not likely to pursue higher education, for the workforce and independent living. Options Unlimited, Inc. (hereinafter, "Options Unlimited") assists people with disabilities so that they may become as independent as possible. This contract is entered for the purpose of assisting Bullitt County high school students with disabilities to become as independent as possible by obtaining opportunities to participate in and contribute to their community through work and educational programs.

Options Unlimited and the Bullitt County Schools- Special Education Department have worked together for many years to transition of graduating students into jobs and secondary training programs. In the 2013-14 school year, Options ran a pilot program at Bullitt Central High School and assigned a job coach to work with the students and teachers at that school and provide community based work instruction to these students. Based on the success of that program, the following year (2014-15) the program was expanded to include Bullitt East and North Bullitt High Schools. We mutually agreed to start working with juniors and sophomores in the 2017-2018 school year to prepare them for transition at an earlier age, and to keep them motivated to finish high school. We look forward to working with seniors, juniors, and sophomores in the 2021-2022 school year.

### **Payment to Options Unlimited, Inc.**

BCBE shall pay Options Unlimited the sum of \$75,000.00 upon the execution of this contract for the below services. This contract shall be funded from, and shall be expressly contingent upon availability of funds from, General Fund 00011210349 and/or IDEA-B 0002121 0349.

### **Services to be provided to BCBE**

In return for the consideration stated above, Options Unlimited shall provide the following:

1. Employment services and workforce development to forty-five (45) special education students in the Bullitt County Public School (hereinafter, "BCPS") system individually and/or in small groups
2. Coordinate Options Unlimited efforts with the each student's teachers to ensure all school requirements are being met, and job readiness instruction is compatible with community based job training.

3. Transportation for students to and from job shadowing sites in an Options Unlimited vehicle during regular school hours. A family member or friend may transport student outside of regular school hours.
4. Job coaching for individual students by an Options Unlimited staff member.
5. Develop internship and job placement for students. Provide on the job training at the respective internship or job site. Provide or coordinate transportation to the internship or job site. Generate progress reports on student's performance at each site. Facilitate internship and job placement at sites matching student's interests and skills. Internships may be paid or unpaid.
6. Record-keeping, progress notes, and/or consultation with BCPS case managers on individual students from an Options Unlimited staff member.
7. Attend Individualized Education Program (IEP) and Transition meetings with the student(s), their family, teachers, and administrators to gather information on student(s) and participate in the planning for the student(s). Options Unlimited will make suggestions on referral sources that are appropriate for the individual student to agencies such as the Office of Vocational Rehabilitation, Seven Counties Services, and other service providers.
8. Develop a guidebook of resources available in Bullitt and surrounding counties. This handbook will be given to the student (or family) for future reference.
9. Assist with training and mentoring of BCPS staff if a district employee is added later in the 2013-14 school year to serve additional students.
10. Provide a minimum of twenty (20) hours of service per week as part of the program.
11. Coordinate with respective high school(s) to organize at least one Resource Fair for special education students during spring 2022 semester.

### **Quarterly reports**

Options Unlimited School Transition Director will provide a quarterly report to summarize the activities provided. The number of students served, in school and community based activities, and referral made to outside agencies will be tracked and reported. Job readiness activities such as community based work experiences, mock interviews, and resume writing will be included.

### **Transport of Students**

Options Unlimited employees who have occasion to transport students shall annually provide the Executive Director with a copy of their driving record from the Kentucky Department of Transportation. Any traffic citation received during the year shall be reported to the Executive Director prior to transporting students. The employee's driving history record must show the

previous five (5) years and reflect the following: 1) no moving violation in the last three (3) years; and 2) no at-fault accidents in the past five (5) years.

### **Student Safety**

Options Unlimited will at all times assure that when students are in their care that the students are safe, accounted for, and supervised in a healthy environment.

### **Student Privacy**

Options Unlimited will adhere to all Federal and State confidentiality statutes and regulations pertaining to the students serviced. No information shall be released until the student has a release of information form on file. All information shared shall be kept in confidential manner.

### **Insurance**

During the term of this contract, Options Unlimited shall carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; (ii) automobile insurance as required by law, and (iii) commercial general liability insurance with respect to its activities with Bullitt County students, such insurance to afford protection of up to One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Options Unlimited shall provide a certificate of general liability insurance naming the BCBE as additional insured under the policy for the activity.

### **Indemnification**

Options Unlimited agrees to indemnify, defend and hold BCBE harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from actions or conduct by Options Unlimited or its agents in providing services, including transportation, to students.

### **No employer/employee relationship**

BCBE and Options Unlimited agree that this contract shall not be deemed to create and employer-employee relationship between BCBE or any of its employees and Options Unlimited; that no rights and privileges of the BCBE or its employees shall be extended to Options Unlimited hereby; and that at all times pursuant to this agreement, Options Unlimited shall be acting as an independent contractor.

### **Primary Contacts**

The people listed below shall serve as the primary contacts between the two parties.

Willie Byrd  
Executive Director  
Options Unlimited  
502-995-7271  
williebyrd@gmail.com

Troy Kolb  
Director of Special Education  
Bullitt County Public Schools  
502-869-8000  
troy.kolb@bullitt.kyschools.us

**Governing Law**

The parties agree that this Agreement is entered into and formed in the Commonwealth of Kentucky, shall be deemed to be a contract under the laws of the Commonwealth of Kentucky, and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the law of the Commonwealth of Kentucky.

**Acts of god-** If circumstances arise that are beyond the control of either party (natural disaster, pandemics, etc) that impact the ability to meet contractual requirements, this contract will be modified by agreement by both parties.

**Entire Agreement and Amendments**

This Agreement fully and completely expresses the parties’ understandings and agreements and supersedes any understandings or agreements previously made between the parties. Moreover, this contract may not be changed or orally terminated by either party. Any amendments or modifications to this contract shall be made in writing and signed by the parties.

**AGREED TO BY**

**Options Unlimited, Inc.**

**Bullitt County Board of Education**

\_\_\_\_\_  
Executive Director                      Date

\_\_\_\_\_  
Superintendent                      Date

**Bullitt County Board of Education**

\_\_\_\_\_  
Board Chair                      Date

# Master Service Agreement

## Master Service Agreement with

Bullitt County Board of Education

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

### TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by Company (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. This Agreement and each of the Services you choose to receive from the Company will become effective upon the signing by you of this Agreement and the relevant Statement(s) of Work and will continue in effect until terminated under Section 12 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in **Schedule A** hereto, or to such other address as Customer may specify by giving written notice to Company to [CustomerCare@languageline.com](mailto:CustomerCare@languageline.com). If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on **Schedule A** and must enter into a separate Master Service Agreement with the Company. If Customer wants the Company to identify any such excluded affiliate(s) by a specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, (d) Company pricing for its Services, (e) information or data identified by a Party to the other as being "confidential," and (f) and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.
- 5. COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are in and outside of the United States (collectively, "Company Personnel"). All Company Personnel are subject to the Company's stringent quality control standards and certification criteria and Company is solely responsible for ensuring that that the terms and conditions of this Agreement are met. Customer hereby consents to the use of all Company Personnel by the Company.

# Master Service Agreement

6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one Party resulting in damages to the other Party. Company will not be liable for intellectual property infringement arising merely from the Company's interpretation or translation of Customer communications or documents, respectively. The Company maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on Company's website and marketing materials and upon Company's reasonable request will provide a testimonial regarding Company's Services for use in Company's marketing of its Services.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.
11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Statements of Work, shall remain unaffected unless the Parties otherwise agree in a written amendment to this Agreement.
12. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
13. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for

# Master Service Agreement

which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to [customer@languageline.com](mailto:customer@languageline.com) with a copy to [contractadministration@languageline.com](mailto:contractadministration@languageline.com), and (b) to Customer at the address or e-mail shown on **Schedule A** for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

14. **ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
15. **AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Bullitt County Board of Education	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name:	Bonaventura A. Cavaliere
Title:	CFO

# Master Service Agreement

## Schedule A

Bullitt County Board of Education

### CUSTOMER CONTACT INFORMATION

Operations Contact	Billing Contact <input checked="" type="checkbox"/> Same as Operations Contact
Name: Ashley Waddell	Name:
Title: Bookkeeper	Title:
Telephone: (502) 869-8000	Telephone:
Fax: (502) 869-8149	Fax:
E-mail: ashley.waddell@bullitt.kyschools.us	E-mail:
Address: 1040 Hwy 44 E	Address:
City, State, Zip: Shepherdsville, KY 40165	City, State, Zip:

### Sales Tax Exempt Status

No

Yes - If yes, please include a copy of your sales tax exempt certificate.

**Excluded Affiliates** - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates in a separate page(s) and attach to this document.

**1ST AFFILIATE - Name:**

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

**2ND AFFILIATE - Name:**

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

**3RD AFFILIATE - Name:**

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

# Master Service Agreement

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# Statement of Work

## LanguageLine® Phone<sup>SM</sup> Interpreting

Bullitt County Board of Education	2380-101679
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This Statement of Work is subject to the Master Service Agreement between you, the Customer ("Customer" or "you") and Language Line Services, Inc. ("Company"). This document is the sole document that reflects pricing for these services, and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

- 1. PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
- 2. ENROLLMENT AND SETUP PACKAGES**
  - One time setup charge per Customer (WAIVED) \$275.00
  - Fee for each subsequent Client Identification Number with corresponding statement (WAIVED) \$125.00
- 3. CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number (WAIVED) \$100.00
- 4. PLATFORM ACCESS CHARGE.** Platform access per call (WAIVED) \$0.25
- 5. LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) (WAIVED) \$5.00
- 6. PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. \$1.75
- 7. FINANCE CHARGE.** Finance charges are applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.
- 8. FCC SURCHARGE AND FEES.** Fees that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
- 9. OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
  - Customized reference and support materials development (per hour) \$179.00
  - Training/awareness assistance (on site per day/per trainer) \$500.00
- 10. OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
  - Report setup (per hour) \$250.00
  - Report maintenance (monthly) \$30.00
- 11. OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
  - Applied per appointment \$100.00
  - Cancellation per appointment will be charge \$200 for any missed appointment \$200.00

**Per Minute Usage Fees for LanguageLine Phone Interpreting and InSight Audio Interpreting**

Tiers	Languages	Per Minute Charge
1	Spanish	\$1.45
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$1.45
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$1.45
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$1.45

The person signing this agreement certifies that such person has read, and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name:	Bonaventura A. Cavaliere
Title:	CFO