



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

08/15/22

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contracting with Northern Kentucky Services for the Deaf (NKSD) on a contractual agreement basis to provide Educational Interpreters to students who are deaf and/or hard of hearing, per their IEPs in order to comply with state and federal guidelines.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

The District has 4 students who require deaf and hard of hearing (DHH) interpreters, as a related service per their IEP. KCS D has one staff interpreter and, 3 Educational Interpreter positions posted and at this time no qualified candidates have applied. As a result, we would like to continue to contract with Northern Kentucky Services for the Deaf to provide sign language interpreter services to 3 students per their IEP.

FISCAL/BUDGETARY IMPACT:

The cost of this service will be \$71, 523.50 for interpreting services per student to facilitate communication for the 2022-2023 school year. This cost is based on an hourly rate of \$65.00 dollars. This hourly rate is based on an 8-hour day, should the interpreter be needed past the 8 hours, there could be additional charges imposed separately from the agreement at the rate of \$65.00 per hour. The services will be paid for out of Special Education-General Fund.

RECOMMENDATION:

Approval to contract with Northern Kentucky Services for the Deaf (NKSD), to provide sign language interpreting services to students who are deaf and/or hard of hearing, per their IEPs in order to comply with state and federal guidelines.

CONTACT PERSON:

Danielle Rice

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

NORTHERN KENTUCKY SERVICES FOR THE DEAF, INC.

DBA NKSD and DHHIRA

Providing Qualified Interpreters Since 1999

PO Box 121318 ~ COVINGTON, KENTUCKY 41012-1318

(859) 372-5255 English (859) 757-2654 ASL

Visit Us at NKySD.Com

SERVICE AGREEMENT

Client/Company Name: _____

Address: _____

Phone: _____

Email: _____

NKSD offers sign language interpretation, C-Print captioning, classes, and associated education and advocacy ("Services") to its clients. Thank you for the opportunity to provide certain of these Services to you. In order to provide you with the best service possible, this agreement contains the terms which will govern NKSD's relationship with you. Please also take note of NKSD's Privacy Policy, attached hereto as Exhibit A. NKSD appreciates the trust you place in it and goes to great lengths to protect your information and maintain its confidentiality.

This Service Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between **Northern Kentucky Services for the Deaf, Inc., a Kentucky corporation** (hereinafter referred to as "NKSD") and the Client identified above ("Client").

1. Services Acquired

NKSD hereby agrees to provide such Services to Client as it may request during the Term of this Agreement, subject to the provisions herein contained.

2. Fee Structure

a. Base Fee and Hourly Charges

Client shall compensate NKSD in exchange for providing the Services requested as identified in this Section 2. NKSD reserves the right to adjust prices based upon market conditions. NKSD will provide Client with 60 days written notice prior to any change in the schedule of charges set forth below.

1. Basic Charges.

(a) Monday-Friday (8:00 am-5:00 pm). A Base Fee of \$130.00 shall be charged for the first Two (2) hours of an appointment. Any appointment lasting longer than Two (2) hours shall incur additional Hourly Charges in One-Quarter (1/4) hour increments at the rate of \$65.00 per hour.

(b) Monday-Friday (after 5:00 pm), Weekends, Holidays and Same Day Requests. A Base Fee of \$150.00 shall be charged for the first Two (2) hours of an appointment. Any appointment lasting longer than Two (2) hours shall incur additional Hourly Charges in One-Quarter (1/4) hour increments at the rate of \$75.00 per hour.

(c) Weddings and Funerals. A flat fee of \$150.00 shall be charged for all wedding and funeral Services.

(d) Legal Proceedings. A Base Fee of \$120.00 shall be charged per appointment. Any appointment lasting longer than One (1) hour shall incur additional Charges in One-Quarter (1/4) hour increments at the rate of \$60.00 per hour. Any appointment requiring more than one interpreter, one captionist or, the use of a Deaf interpreter shall incur similar Charges for each interpreter.

2. Hourly Calculations.

(a) For purposes of Sub-sections (a), (b) and (d) above, the amount of travel time incurred by the interpreter or captionist to and from the appointment shall be included in the calculation of the minimum appointment time. If the appointment plus travel time exceeds the minimum appointment time, the travel time of the interpreter or captionist shall be charged at the hourly rate. All efforts will be made to provide a local interpreter. Travel time will be calculated as follows:

(i) For locations within the same county the interpreter or captionist resides, a One-Way Travel Time will be added to the interpreters' time on-site.

(ii) For locations outside the county the interpreter or captionist resides, a Round-Trip Travel Time will be added to the interpreter's time on-site.

(b) All charges shall be calculated in One-Quarter (1/4) increments, with any partial hour being rounded to the next highest One-Quarter (1/4) increment.

(c) Assignments ending prior to the originally scheduled time will be charged for the number of hours originally scheduled.

(d) If, after an interpreter or captionist arrives at an appointment, Client determines that he/she is not needed, Client shall still be charged for the number of hours originally scheduled.

b. Additional Charges

In addition to the charges identified in subsection (a) above, the following charges shall be billed to Client, as applicable:

1. Additional Interpreter, Captionist, or Deaf Interpreter¹. NKSD will determine, on a case-by-case basis, whether the services of a second interpreter, captionist, or Deaf interpreter are needed for a given appointment. If NKSD decides such additional services are necessary, it will make arrangement for the additional interpreter, captionist or Deaf interpreter, and, the Services of each additional person shall be billed pursuant to the charges identified in subsection (a) above. However, the decision to provide an additional interpreter, captionist or Deaf interpreter shall only be made following a discussion with Client, and with the Client's prior approval. In exigent circumstances, NKSD reserves the right to provide the services of an additional interpreter, captionist or Deaf interpreter without prior authorization if failure to do so would cause the provision of the Services to be ineffective or result in undue stress or burden upon the Client or the interpreter or captionist.

2. Deaf-Blind Interpreter. An additional fee of \$5.00 per hour shall be added to the Base Fee, Hourly Charges, and/or flat fee identified in subsection (a), as applicable, for any Deaf-Blind interpreter requested by Client.

3. High Risk/High Profile Environments. NKSD reserves the right to increase any charges for appointments located in environments that it considers, in its sole discretion, highly risky or high profile. Any such determination shall only be made prior to the provision of Services, following a discussion with Client, and with the Client's prior approval.

4. Lodging and Meals. Costs of lodging and meals may be charged to Client for early morning or late evening appointments which require the interpreter or captionist to travel more than 75 miles from his/her beginning location. Any such determination shall only be made prior to the provision of Services, following a discussion with Client, and with the Client's prior approval.

5. Preparation Fees. For the presence of an interpreter or captionist, a One (1) hour additional fee per week or, per Two (2) hours of continuous class time, shall be charged for any post-secondary or higher education class at the 200 or above course level. NKSD reserves the right to charge preparation fees for lower level classes, in its discretion, based on the complexity of the subject course material and terminology. Such additional charges shall be disclosed and agreed to by Client prior to the provision of Services.

3. Invoices

Unless otherwise agreed by the parties in writing, Client will be billed for the charges identified in Section 2 upon completion of services. Payment shall be due and payable upon receipt of invoice. If not paid in full within Thirty (30) days of the invoice date, NKSD reserves the right to charge interest at the rate of 1% or \$25, whichever is greater, per month on any unpaid balance of Client's bill.

¹ A deaf interpreter is a trained interpreter who is deaf or hard of hearing. This interpreter has background experience that can ensure effective communication. Having a deaf interpreter is especially helpful for individuals who are not proficient in English, who may have been raised in isolation with minimal language exposure, or have delayed language development.

4. **Cancellation Policy**

Cancellation of a scheduled one-day appointment shall require 24 hours prior notice. Cancellation of a scheduled consecutive day appointment shall require 48 hours prior notice. If the applicable notice requirement is not satisfied, Client shall be charged for the full appointment, as scheduled. In the event Client has scheduled recurring appointments² and the remaining recurrences are cancelled after the first appointment, Client will be charged for the equivalent of two weeks of the scheduled appointments as severance consideration.

All cancellations shall be made by contacting the NKSD office at 859-372-5255.

5. **Interpreter and Captionist Decorum**

NKSD interpreters and captionists shall at all times conduct themselves in a respectful manner. Prior to any appointment, Client should inform NKSD of any specific policies it may have regarding conduct, appearance, and safety by which the interpreter or captionist will be expected to abide, so that NKSD can ensure compliance. Please note, however, that NKSD interpreters and captionists are not trained in Client's profession and cannot be expected to act as a substitute for Client or its staff. As such, interpreters and captionists shall not act on Client's behalf without Client's physical presence and direction.

6. **Non-Solicitation**

During the Term of this Agreement and for a period of One (1) year thereafter, Client shall not induce or attempt to induce any person who has worked for NKSD, as either an employee or independent contractor, at any point during the Term of this Agreement, to leave the employment of NKSD, or in any manner hire such a person to perform services similar to those provided by NKSD. The parties agree that any breach of the terms of this provision shall cause immediate and irreparable injury to NKSD for which there exists no adequate remedy at law, thus entitling NKSD to immediate injunctive relief to enjoin such breach, without prejudice to any other rights or remedies afforded it under this Agreement or any applicable law.

7. **Termination**

The term of this Agreement ("Term") shall be One (1) year, commencing on the date first written above. The Agreement shall automatically renew for successive One (1) year Terms unless notice of intent to terminate the Agreement is provided by one party to the other, in which case the Agreement will terminate on the Party's designated termination date.

8. **Independent Contractor**

The parties agree that NKSD serves as an independent contractor of Client in the performance of the Services under this Agreement. Nothing contained or implied in this Agreement creates a relationship of employer-employee between Client and NKSD, nor does it create a joint venture, partnership, or similar relationship between Client and NKSD. NKSD is not an employee of Client under the meaning or application of any federal or state unemployment

² Examples of recurring appointments include: Every Monday and Wednesday from 1pm-5pm; June 1-September 8

insurance compensation law or workers' compensation law, or other similar state or federal statute. NKSD shall not have any authority to assume or create any obligation, expressed or implied, on behalf of Client, and NKSD shall have no authority to represent itself as an agent, employee or in any other capacity of Client.

9. Insurance; Indemnification

During the Term of this Agreement, and at its expense, NKSD shall carry and maintain professional liability insurance in the minimum amount of \$1,000,000.00. Client, during the Term of this Agreement, and at its expense, shall carry and a commercial general liability insurance policy in the minimum amount of \$1,000,000.00 insuring it against injury or death to any person and damage to property.

Each party agrees to indemnify the other, and their respective owners, officers, employees, and agents, harmless from and against all claims, demands, losses, liabilities, judgments, costs and expenses, including reasonable attorney's fees, arising out of, related to or in connection with such party's breach of the terms of this Agreement or such party's negligence or intentional misconduct. This provision shall survive the termination or expiration of this Agreement.

Notwithstanding anything to the contrary, except in the case of intentional misconduct or gross negligence, NKSD's entire liability to Client for damages or other amounts arising out of or in connection with the Services provided by NKSD hereunder shall not exceed the total amount of payments made by Client to NKSD under this Agreement.

10. Non-Exclusivity; Conflicts of Interest

Client acknowledges that NKSD may perform services for other customers, persons, or companies during the term of this Agreement in NKSD's discretion, subject to the terms of this Agreement. NKSD represents and warrants to Client that there are no conflicts of interest with its provision of the Services to Client under this Agreement, and that NKSD shall advise Client if any conflict of interest arises during the Term.

11. Miscellaneous

a. Amendments. This Agreement shall not be amended without the express written consent of both parties hereto.

b. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

c. Waiver. The failure of any party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of the party to enforce such provision. The waiver of any breach or default or the failure to exercise any right shall not

be deemed a waiver of any subsequent breach or default or waiver of the right to exercise any other right.

d. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The parties hereby agree that any dispute or conflict that arises from the terms of the Agreement herein or their relationship shall be litigated, if necessary, in the state courts in Kenton County, Kentucky.

e. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

f. Assignment. This Agreement is assignable by NKSD to a successor in interest or related party, but shall not be assignable by Client without the prior written consent of NKSD.

g. Taxes. NKSD agrees that Client shall not withhold any taxes from the fees to be paid by Client under this Agreement. NKSD agrees to indemnify and hold harmless Client against and with respect to any and all claims, interest, penalties, damages, losses, liabilities, and taxes resulting from a breach of this provision.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first noted above.

**Northern Kentucky Services for the Deaf, Inc.
a Kentucky Corporation**

By: _____
Teresa Moon Flaherty, President

Client Name:

By: _____

Print: _____

Title: _____

EXHIBIT A

Privacy Policy Notice

NKSD knows that the privacy of the personal information that we receive about you and your clients/patients is important to you, and we understand that you trust us to protect the confidentiality and security of that information. The information that we collect about you or obtain during appointments is used only to provide the services that you request from us. Although there is a federal law designed to protect the privacy of nonpublic personal information about consumers, as interpreters and captionists, we have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Please note that, with respect to certain Services that may be provided to you and require the disclosure of medical information, NKSD is considered a Business Associate for purposes of the HIPAA Privacy Rule, and is governed by all applicable confidentiality and privacy rules required thereby.

This notice informs you of our privacy policy and describes how we treat the information that we receive about you.

Information We May Collect About You

We collect nonpublic personal information about you and your clients/patients only in connection with providing you and your clients/patients with the services you request. The types of nonpublic personal information that we collect vary according to the services that we perform for you, and may include:

- Information that we receive from you and your clients/patients (such as your name, address, income, assets, social security information, and other financial or household information);
- Information about your relationship and past history with us and others (such as the types of services we provide to you, your invoice balances and payment history); and
- Information that we receive, with your authorization, from third parties.

How We Handle Your Information

We do not disclose any public or nonpublic personal information about you or your clients/patients that you have provided to us to anyone outside of NKSD, except as authorized by you or required by law. For example, with your consent, we may disclose personal information to a third-party contractor who is assisting us in providing services to you. In addition, we will release information to the extent required by law or regulation. We do not sell client information to anyone or disclose client information to marketing companies.

How We Protect Your Information

We restrict access to public and nonpublic personal information about you and your clients/patients that you have provided to us to those within NKSD who need to know the information to provide services to you. All of our employees and independent contractors are required to maintain the confidentiality of all nonpublic personal information about you. We maintain physical, electronic, and procedural safeguards that comply with both federal law and our more stringent professional standards to protect the public and nonpublic personal information that you have provided to us.

Questions

As always when it comes to your relationship with NKSD, if you have questions or would like additional information, please contact Teresa Moon Flaherty at 859-372-5255.