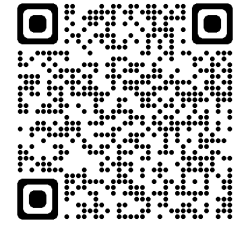




Providing Qualified Interpreters Since 1999
A Woman-Owned Business
Now Serving KY-IN-OH-TN



859.372.5255 v
859.757.2654 vp
NKySDeaf@NKSD.pro
www.NKSD.pro

SERVICE AGREEMENT

Client/Company Name: _____Boone County Schools_____

Physical Address: 8270 US Hwy. 42 Florence Ky 41042_____

Authorized Requester(s): ___Jodi Hall, Deana Izzo, Jennifer Miller_____

Company Phone(s): _____859-282-2558_____

Billing Email: _____Jodi.hall@boone.kyschools.us_____

Scope of Work

NKSD offers sign language interpretation, captioning, ASL classes, and associated education and advocacy ("Services") to its clients. Thank you for the opportunity to provide certain of these Services to you. To provide you with the best service possible, this agreement contains the terms which will govern NKSD's relationship with you. NKSD's Privacy Policy is 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 __13th day of March, 2025, by and between **Northern Kentucky Services for the Deaf, Inc., a Kentucky corporation** (hereinafter referred to as "NKSD") and the Client, a public school district operating in the Commonwealth of Kentucky, 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, and Client reserves the right to terminate this agreement in response to any such change in schedule of charges

1. **Basic Charges.**

(a) Monday-Friday (8:00 am-5:00 pm). A Base Fee of \$140.00 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 \$70.00 per hour.

(b) Monday-Friday (after 5:00 pm), Weekends, Holidays and Same Day Requests. A Base Fee of \$170.00 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 \$85.00 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 \$150.00 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 \$85.00 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 written approval.

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. Lodging and Meals. Costs of lodging and meals may be charged to Client for early morning (before 7:30 a.m.) or late evening (after 5:00 p.m.) 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 written 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 receipt of invoice, 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.

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. All NKSD interpreters and captionists delivering services on Client property are required to act in accordance with Board Policies and Procedures at all times. Board Policies and Procedures are available online for review at: <http://policy.ksba.org/b10/> . A copy of the Board Policies and Procedures is also available upon request at any time. Failure to comply with Board Policies and Procedures may result in immediate removal from District property and termination

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

of this Agreement.. 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.

Client may terminate this Agreement upon thirty (30) days' written notice to NKSD if (1) the funding necessary to support the obligations under this Agreement is reduced, eliminated, or otherwise becomes unavailable, or (2) the need for the services contemplated herein materially diminishes or ceases. Neither Party shall be liable to the other for any costs, damages, or claims

arising from such termination, except for payments due for services rendered prior to the termination date and any cancellation severance as provided for in Section 4 of this Agreement.

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, nor any of its interpreters, captionists, or staff, is not an employee of Client under the meaning or application of any federal or state unemployment 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

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.

To the extent permitted by law, recognizing Client is or may be entitled to certain legal immunities, 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.

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. Student Privacy

The Parties acknowledge the following: (a) the Client is a public school district and is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the Client has outsourced certain services to NKSD, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the delivery of educational and sign language services, which may necessitate access to confidential student information or other educational records; (d) NKSD is under the direct control of the Client with respect to the use and maintenance of any confidential student information provided to it pursuant to the Parties' Agreement; and (e) NKSD is subject to the requirements in FERPA that any personally identifiable information obtained may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties' Agreement.

NKSD agrees that its interpreters, captionists, and staff will only disclose student data to authorized employees or representatives of the school educational institution, and will not knowingly disclose the student data to any third person without express written authorization.

NKSD further agrees that its interpreters, captionists, and staff will not access or remove student records or information from Client property without express written authorization.

12. **Compliance with Laws**

NKSD is solely responsible for complying with relevant state and federal laws regarding the conduct of and services provided by its interpreters, captionists, and staff members pursuant to this Agreement. To the extent applicable, NKSD is likewise solely responsible for ensuring interpreters, captionists, and staff members are appropriately certified and licensed to provide the services rendered pursuant to this Agreement.

13. **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 Boone 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 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 R. Moon Flaherty, President

Client Name:

By: _____

Print: _____

Title: _____

EXHIBIT A

Privacy Policy Notice

NKSD knows that the privacy of the personal information received about you and your clients/patients is important to you and NKSD understands the enormity of trust given to protect the confidentiality and security of that information. Any information collected about you or obtained during appointments is used only to provide the services requested. Although there is a federal law designed to protect the privacy of nonpublic personal information about consumers, NKSD has been and continues to be bound by professional standards of confidentiality. Please note that, with respect to certain services that may be provided by 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 NKSD treats the information received about you and your clients/patients.

Information NKSD May Collect About You

NKSD collects public and 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 collected vary according to the services performed for you, and may include:

- Information received 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 history with us and others (such as the types of services provided to you by NKSD, your invoice balances and payment history); and
- Information that NKSD may have received, with your authorization, from third parties.

How NKSD Handle Your Information

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

How NKSD Protect Your Information

NKSD restricts access to public and nonpublic personal information about you and your clients/patients provided to NKSD. All NKSD employees and contractors are required to

maintain the confidentiality of all public and nonpublic personal information provided to NKSD by its customers and their respective staff. NKSD maintains physical, electronic, and procedural safeguards that comply with both federal law and its more stringent professional standards to protect this public and nonpublic personal information.

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 or Stephanie Saffron.