

# PAH Interpreting, LLC

## Terms of Services Agreement

This document constitutes the terms of services agreement for provision of American Sign Language interpreting services by Jessica J. Van Winkle, BA, NIC American Sign Language interpreter.

**RATES OF PAY:** Unless otherwise negotiated in advance, the regular daily rate of payment from 8:00 AM - 6:00 PM Monday - Friday will consist of an initial fee of \$120 and then \$60 per hour thereafter, billable in 1/2 hour increments.

Unless otherwise negotiated in advance, the after hours 6:00 PM - 8:00 AM Monday - Friday and 24 hours rate Saturdays and Sundays will consist of an initial fee of \$140 and then \$70 per hour thereafter, billable in 1/2 hour increments.

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

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

**OUT OF TOWN ASSIGNMENTS:** If an assignment is more than 3 hours' drive from the interpreter's home in each direction, the following will be provided or reimbursed by the service requester based on the needs of the assignment: roundtrip airfare, ground transportation and/or parking costs to and from origination and destination airports, hotel accommodations and expenses of \$40 per diem for meals.

**VIDEO RECORDING AND USE OF WORK PRODUCT:** All request for video recording of interpretation work product performed by Jessica J. Van Winkle must be contracted for in advance of the work assignment. In general, video recording of work product will be acceptable IF the following conditions are met:

- Jessica J. Van Winkle is provided an unedited copy of the entire video recorded work product within 15 days of the date service for her records and future use.
- The entity video recording the likeness of Jessica J. Van Winkle will in no way profit from the use or reuse of the video record made of the work product in the future.
- The video record will not be used for any illicit or illegal purposes in the future.

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

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

Assignment Length:	Notice Required:
1-2 hours	48 weekday hours
3-5 hours	72 weekday hours
6-8 hours	96 weekday hours

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

**INDEPENDENT CONTRACTOR CERTIFICATION:** PAH Interpreting, LLC is a Limited Liability Company and Jessica J. Van Winkle, BA, NIC is an independent contractor and meets the following criteria for independent contractor status as defined by the IRS:

- ONLY works pursuant to written contracts
- Works in more than three locations in a calendar year
- Purchases advertising or business cards promoting one's business

**PAYMENTS/LATE FEES:** All payments will be made payable to: PAH Interpreting, LLC EIN: 45-4851204. All invoices are due **no later than 30 days** from the date of invoice. If an invoice remains outstanding more than 45 days past the due date of the invoice then an additional invoice will be submitted with a \$20.00 late fee; for each additional 15 days the invoice remains outstanding, an additional \$20.00 late fee will be incurred.

**AGREEMENT TO CONTRACT FOR SERVICES:** I agree to contract for American Sign Language interpretation services with Jessica J. Van Winkle, BA, NIC under the outlined terms of service. I understand that this agreement constitutes the full agreement under which both the interpreter and service requester are bound. This agreement may be renegotiated or terminated by either party with written thirty (30) day notice to the other party informing them of intent to sever or alter the contract. Any changes made to the terms of service agreement will be written on the contract, initialized by both parties and dated, and a copy of the changed agreement will be given to both parties.

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Jessica J. Van Winkle, BA, NIC

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date