

██████████ COUNTY BOARD OF EDUCATION

INTERPRETING SERVICE AGREEMENT

This SERVICE AGREEMENT is entered on this day of _____, 2016, by and between ██████████ COUNTY BOARD OF EDUCATION, hereinafter referred to as the First Party, and ██████████ hereinafter referred to as the Second Party.

PARTIES:

The Board of Education of ██████████ County, Kentucky Special Education Department has established the need to provide sign language interpreting services as well as communication access to school meetings/functions and has determined that this need cannot be met by existing district staff.

██████████ is an agency that provides licensed interpreters. All interpreters who work for ██████████ are subject to a Kentucky Administrative Office of the Courts background check.

PURPOSE:

The purpose of this contract is to provide sign language interpreting services for students and parents when the need arises.

Now, therefore, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide sign language interpreting services to the ██████████ County School District, as an independent contractor.
2. Sign Language interpreting services will be provided to students, staff and parents when the need arises (i.e., Admission and Release Meetings, Parent-Teacher Conferences, for student during instructional hours, Graduation Ceremonies and any other events where communication access is necessary).
3. The Board agrees to pay the Second Party for the services provided in the contract the amount of \$55.00 per hour with a two hour minimum for as needed professional Sign Language interpreting services including portal charges at the same rate, if travel time to locations is more than 10 miles from the second parties homes (calculated in fifteen (15) minute increments). If multiple assignments are scheduled in the same area, portal charges will be split between the assignments. If available to stay beyond the two (2) hours booked, billing accrues in fifteen (15) minute increments thereafter. Additionally, the Board agrees to pay the Second Party for services provided in the contract the amount of \$55.00 per hour during regular business hours (Monday through Friday 8:00am-5:00pm), \$60.00 per hour outside of normal business hours, weekend rate of \$60 per hour during the hours of 8:00am-5:00pm, and \$65.00 per hour outside of the times specified. The Second Party will waive the charge for mileage, unless agreed upon before services are rendered. Nominal reimbursable expenses such as parking and tolls will be included on the invoices with the receipts attached. More significant expenses such as hotel, airfare, and rental cars will be negotiated at the time of request.

4. [REDACTED] requires a twenty-four (24) hour cancellation fee for those assignments cancelled less than twenty-four (24) hours prior to the assignment. No shows will also be charged.
5. The Second Party shall provide to the [REDACTED] County Board of Education an invoice for services rendered under this contract and any agreed upon expense upon conclusion of this agreement. Original receipts will be provided for all expenses to be reimbursed.
6. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
7. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. This contract will serve as appropriate for interpreting services not to exceed twenty-five (25) hours per week. Hours may exceed twenty-five (25) hours per week if approved by the Director of Special Education.
8. The staff providing sign language interpreting services to the Board herein are employees or contractors of the Second Party and shall not present to anyone that they are employees or agents of the Board.
9. During the term of this agreement, the Second Party shall maintain general liability insurance in the following amounts:

One million (\$1,000,000) per occurrence;
One million (\$1,000,000) per aggregate
10. During the term of this agreement, the Second Party shall maintain worker's compensation insurance in the following amounts:

One hundred thousand (\$100,000) per occurrence;
Five hundred thousand (\$500,000) limit
11. During the term of this agreement, the Second Party shall maintain professional liability insurance in the following amounts:

One million (\$1,000,000) per occurrence;
Three million (\$3,000,000) aggregate
12. Either party shall have the right to terminate this agreement at anytime upon fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.
13. Each of the parties agrees to comply with all applicable laws concerning the performance of the provisions of the contract.
14. [REDACTED] certifies that it will not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, sexual orientation or disabling condition.

15. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.
16. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.
17. This contract is deemed to be made under and shall be governed by and construed in accordance with the law of the Commonwealth of Kentucky.
18. Venue for any legal action filed concerning this contract shall be ██████████ County, Kentucky.
19. This writing reflects the entire agreement between the parties. No change or modifications of the Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.
20. This agreement will be in effect from _____, through _____ unless terminated by either party as defined by Item #12.

CRIMINAL RECORDS CHECK

21. Any employee/contractor of ██████████ working under the terms of this agreement shall submit to a Kentucky Administrative Office of the Courts Background Check. The results of this background check shall be provided to the Superintendent of the ██████████ County Board of Education or his designee before any services are provided pursuant to this agreement. No person shall perform services to this contract who has a record of a sex crime or as a violent offender as defined by KRS 17.165. This provision shall apply to any adult who is permitted access to school grounds, pursuant to this agreement at times when students are present or to any person who provides services to students pursuant to this agreement or at the ██████████ place of business.

CONFIDENTIALITY

22. The Second Party by signing this agreement,
 - a. Assumes that any information received from the ██████████ County Board of Education or the Cabinet of Health and Human Services ("the Cabinet") relating to individuals on public assistance, applicants and/or recipients, will be maintained as confidential and will be not copied or given to any other governmental agency, individual or private concerns without written permission of the Cabinet or the applicant or recipient,
 - b. Takes all precautions to assure that information is safeguarded and to maintain security over such information to assure it does not become available to unauthorized individuals;
 - c. Assures that information on Food Stamp recipients obtained from the Cabinet will only be used for purposes of verifying eligibility into First Party Federally Funded Programs;

22.1 In accordance with Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” the Cabinet and the ██████████ County Board of Education have standards to protect the security, confidentiality, and integrity of health information; and the United States Secretary of the U.S. Department of Health and Human Services has issued regulations modifying 45 C.F.R. Parts 160 and 164 (the “HIPAA Privacy Rule”): Certain information is received from the Cabinet for Health and Family Services that requires said information to be secured confidential.

THEREFORE, in compliance with HIPAA Privacy Rule, 45 C.F.R. Part 164.504(e), the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized items in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that related to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

██████████ acknowledges and agrees that all Protected Health Information that is created or received by the ██████████ County Board of Education (LCBE) and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by LCBE or its operating units to ██████████ or is created or received by Interpreting Service of the Commonwealth on LCBE’s behalf shall be subject to this agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) ██████████ agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in this contract between Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom LCBE is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by LCBE;

(ii) at termination of this Agreement, or upon request of LCBE, whichever occurs first, if feasible, ██████████ will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of LCBE that ██████████ still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, ██████████ will extend the protections of this Agreement to the information and limit

further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by [REDACTED] on behalf of LCBE, agrees to the same restrictions and apply to [REDACTED] with respect to information. In addition, [REDACTED] agrees to take reasonable steps to ensure that its employee's actions or omissions do not cause [REDACTED] to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in the Agreement, [REDACTED] may use and disclose Protected Health Information as follows:

(I) if necessary, for the proper management and administration of [REDACTED] or to carry out the legal responsibilities of [REDACTED] provided that as to any such disclosure, the following requirements are met:

(A) The disclosure is required by law; or

(B) [REDACTED] obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and use or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies [REDACTED] of any instances of which it is aware in which the confidentiality of the information has been breached;

(II) for data aggregation services, if to be provided by [REDACTED] for the health care operations of LCBE pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by [REDACTED] its capacity pursuant to this agreement, to permit data analyses that relate to the health care operations of the respective covered entities.

(C) [REDACTED] will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit [REDACTED] records and practices related to use and disclosure of Protected Health Information to ensure LCBE's compliance with the terms of the HIPAA Privacy Rule. [REDACTED] shall report to LCBE any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, [REDACTED] agrees to mitigate, to the extent practicable, any harmful effect that is known to [REDACTED] of a use or disclosure of Protected Health Information by [REDACTED] in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

_____ agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. _____

_____ agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, _____

_____ agrees to make Protected Health Information available for the purpose of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. CONFIDENTIALITY OF EDUCATION INFORMATION

The Second Party assures the confidentiality of all personally identifiable information, written and verbal, provided by or about any student receiving services under this agreement, and shall not release any information to a third party other than the School herein, except as authorized by the informed written consent of the student or the parent of a student under 18 years of age, or as otherwise permitted by law in accordance with the Federal Family Educational Right and Privacy Act (FERPA).

IN WITNESS HEREOF, the parties have executed this contract on the day, month and year above written.

_____ County Board of Education Chairperson

Date

Date