



Northern Arizona Sign Language Interpreting Agency

Terms and Conditions

TAM Services LLC DBA Northern Arizona Sign Language Interpreting is a registered corporation in the state of Arizona, hereinafter referred to as Northern Arizona Sign Language Interpreting (NASLI). NASLI provides certified and/or licensed American Sign Language/English interpreting services according to individual state requirements. This agreement is between NASLI and **Mingus Union High School District, a political subdivision of the state of Arizona (client) effective the date of signing.**

1. **Standard Rates per Interpreter and per Appointment** (Monday through Friday from 8:00 a.m. – 5:00 p.m. In person and virtual – please specify preference when scheduling. *If multiple appointments are scheduled back to back, they are billed individually.*)
 - a. Community - General License required
 - i. Initial Fee: \$185 (covers up to the first 2 hours of interpreting service per day)
 1. Hourly thereafter and travel time: \$90 – billed in quarter hour increments
 - ii. Provisional License/Unlicensed (K-12 only) Initial Fee: \$160 (covers up to the first 2 hours of interpreting service per day)
 1. Hourly thereafter and travel time: \$75 – billed in quarter hour increments
 - b. Legal (Any requests involving legal content or setting where a legal license or registration is required. This includes but is not limited to court room proceedings, depositions, arbitrations, law enforcement settings, attorney-client meetings, law enforcement investigations in a medical setting, etc.)
 - i. Initial Fee: \$225 (covers up to the first 2 hours of interpreting service per day)
 - ii. Hourly thereafter and travel time: \$110 – billed in quarter hour increments

2. Additional Charges per Interpreter

- a. Evening surcharge of 10% will apply for any portion of work from 5:00 p.m. to 11:00 p.m.
- b. Graveyard surcharge of 20% will apply for any portion of work from 11:00 p.m. to 8:00 a.m.
- c. Weekend surcharge of 10% will apply for work done on Saturdays, Sundays and Holidays.
- d. Emergency surcharge of 15% will apply for any requests for interpreting services made with less than 2 full business days of notice from the date of the appointment. *This includes additional time on appointments that run past the scheduled end time. Interpreters are not obligated to stay past the scheduled time but if they are able to rearrange their schedules to do so, emergency rates apply.*
- e. Travel Expense: assignments located more than 25 miles from an interpreter's home city will incur a portal to portal hourly charge as listed in Section 1. Every effort will be made to provide interpreters located as close as possible to the assignment location unless preferred interpreters are requested. *Client may be responsible for reasonable and necessary additional travel expenses including mileage paid at the current IRS rate and lodging. If necessary, client will be asked to provide pre-approval for those expenses and would be furnished with any related receipts for reimbursement.*
- f. Insufficient Number of Interpreters: If an insufficient number of interpreters are scheduled, and this is determined by the interpreter(s) upon arrival, should the interpreters choose to stay and perform

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work, billing will be for the correct number of interpreters needed for the job. If circumstances are not such that they are able to stay and perform the additional work, the appointment will be treated as an untimely cancellation. *Ex: If one interpreter is requested and two are actually needed, billing will be for two interpreters as the single interpreter then must do the work of two.*

3. Cancellations

- a. Cancellations/Reschedules made by client less than two business days before the date of the assignment regardless of the reason, (including but not limited to patient/service user reschedules, no-shows, or cancellations) are considered untimely and will be due and payable for the full scheduled time, including travel. Cancellations due to inclement weather are billed unless otherwise negotiated. *Clients of NASLI are encouraged to notify their clients and patients of their own cancellation policies and ask them to be respectful of everyone's time and the additional interpreting services being provided when considering cancelling or rescheduling their own appointments at the last minute.*
- b. Consumers are declared No-Shows after thirty (30) minutes or when the interpreter is released by onsite contact, whichever comes first. No-Shows are billed without exception.

4. Notices

- a. All assignments scheduled for more than one hour may require a team interpreter, which is left to the discretion of the agency. When teams are needed, the agency will notify the client before confirming the assignment.
- b. Certified Deaf interpreters may also be needed when service users have unique needs like language deprivation and delays, or in high stakes situations involving life, liberty, or health. When those services are needed, NASLI will notify the client and provide a quote for the costs of those services.
- c. Every effort will be made to fulfill preferred interpreter requests. If your service user has a preferred interpreter, please include that in the appointment request. If a preferred interpreter is not available, NASLI will notify the client as soon as possible.
- d. NASLI's professional ASL interpreting services are subject to scheduling availability. NASLI reserves the right to refuse service to anyone at any time for any reason.
- e. Rates in Section 1 do not include credit card processing fees. If you wish to pay by credit card, please notify NASLI in advance. Appropriate and current credit card processing fees will be added to your invoices.

5. Payment Terms

- a. Full payment of invoice is due within 30 days from the invoice date. Invoices paid late will be assessed an additional 1.5% for each additional 30 day period or 18% annually, whichever is lesser.



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6. **Prices Subject to Change**

- a. Prices subject to change. Please contact NASLI directly to inquire about current pricing. This list last updated March 2024. The Parties agree that rate changes will not be effective until the completion of the then current term.

As a courtesy NASLI will notify clients in writing via email if rates change. Keeping email addresses current will help ensure our message reaches its destination. However, NASLI is not responsible if the intended recipient does not receive the message.

7. **Qualifications**

- a. NASLI provides interpreters who are qualified pursuant to individual state requirements. For example, in Arizona interpreters are licensed by the Arizona Commission of the Deaf and the Hard of Hearing. NASLI maintains all records of updated certification, licensure, business associate agreements, and other required paperwork. If your organization requires specific additional documentation, please notify us in writing of this request.

8. **Term and Termination**

- a. The term shall commence upon July 1, 2026 and expire June 20, 2027 (the "Term"). The parties may renew the Agreement for an additional Term upon mutual written agreement.
- b. Each Party may terminate this letter with or without cause. This agreement may be terminated if either party fails to comply with any material term of this Letter, but only after giving the defaulting party written notice and allowing it thirty (30) days to cure such failure.

9. **General Terms and Conditions**

- a. To the extent applicable, NASLI shall abide by the requirements of the Family Educational Rights and Privacy Act (FERPA) in maintaining the confidentiality of student records and personally identifiable student information. The Parties agree that any disclosure and/or re-disclosure of student records shall be in compliance with the requirements of FERPA.
- b. Each Party hereby agrees to defend, indemnify and hold the other Party harmless from any and all liabilities, claims, expenses, damages, judgments, and other costs and expenses, in connection with the representations and warranties made herein and any and all liabilities or obligations of any kind or nature whatsoever, whether accrued, absolute, contingent or otherwise, known or unknown, based on, arising



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out of, or relating to this Agreement, both to the fullest extent allowed by law. In the event of concurrent liability, the parties shall have the right of contribution from each other to the extent allowed by law. This indemnification provision shall survive termination of the Agreement and remain in effect.

- c. Both Parties agree to provide, or self-insure, general liability and professional practice insurance in the amounts sufficient to cover their respective responsibilities under this Agreement. NASLI will provide Client with proof of insurance upon reasonable request and will include Client as an additional insured. The Parties shall maintain their own insurance, workers' compensation insurance and shall handle all of their own internal accounting.
- d. NASLI represents and warrants that it will ensure that each employee and volunteer assigned to perform services on District property pursuant to this Agreement will hold a valid Arizona State Level One Fingerprint Clearance Card pursuant to A.R.S. § 15-512.
- e. The Parties agree and acknowledge that each is working independently and that the Parties are not and will not become partners, agents, or principals of the other while this Agreement is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither NASLI nor the Client shall have the power to obligate or bind the other in any manner whatsoever.
- f. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person or agency, or organization.
- g. This Agreement in no way restricts NASLI or Client from participating in similar activities with other public or private agencies, organizations, and individuals.
- h. This Agreement incorporates by reference all mandatory contract provisions of state agencies required by statute or executive order.
- i. To the extent applicable under Ariz. Rev. Stat. § 41-4401, NASLI warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23- 214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.



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- j. NASLI acknowledges that the Client is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of the Client's obligations under this contract, then this contract shall automatically expire without penalty to the Client after written notice to NASLI of the unavailability and non-appropriation of public funds. It is expressly agreed that the Client shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.
- k. NASLI agrees to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.
- l. A waiver by either Party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.
- m. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- n. This Agreement is subject to cancellation for conflict of interest pursuant to Ariz. Rev. Stat. § 38- 511.
- o. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions, and that any dispute arising out of it shall be resolved in a court sitting in Maricopa County, Arizona.

I, the undersigned, have read and agree to the terms and conditions included on this document for any assignments agreed upon by both parties either in person, via phone, or email, or online. Any representative of my organization is authorized to schedule interpreting services unless otherwise specified in writing. Unless revised terms/conditions are accepted in writing, these terms and conditions shall apply to all such future assignments.

Client (Company/Individual responsible for payment): _____

Authorized Representative: **X** _____ Date: _____

Printed Name: _____ Title: _____

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Billing Address: _____

City, State, Zip: _____

Billing Email Address: _____ Phone: _____

Billing Contact Person: _____

TAM Services, LLC DBA Northern Arizona Sign Language Interpreting:

Owner - Jasmine Marin: _____ Date: _____



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All correspondence to be sent to:

TAM Services, LLC

2532 N Fourth St

Suite 576

Flagstaff, AZ 86004

Or: admin@northernarizonainterpreting.com

While clients are able to request appointments in various modes, the preferred method is the Interpreting Request form on our website: <https://northernarizonainterpreting.com/request-interpreters>