

### SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between **Hanna Interpreting Services LLC** ("Hanna"), a full-service language provider, and \_\_Joliet Township High School District 204 \_\_\_ ("Client").

Hanna provides administrative support and facilitates the use of independent contractors who perform interpretation, translation, transcription, and other related services ("Linguists") to assist Limited English Persons (LEPs) based upon request by Client and Hanna availability.

The Client desires to contract with Hanna to provide such services when needed by the Client, and Hanna desires to render such services to the Client.

In consideration of the terms, covenants, conditions, and mutual obligations and promises contained herein, the parties agree as follows:

1. <u>Term and Termination:</u> The rates and terms of the Agreement shall be fixed for two-years beginning the date of execution below ("Effective Date") with automatic two-year renewal terms each beginning on the two-year anniversary of the first day of the prior term unless terminated pursuant to the terms of this Agreement. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address below. All written notices required under this Agreement shall be deemed to have been given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) sent by email or facsimile (with electronic confirmation), or (iv) sent by mail, certified, postage prepaid with return receipt requested to the Center or to the Company, as applicable, at the addresses listed on page 3 of this agreement.

Notices delivered personally, by courier, or facsimile shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 10:00am on the third business day after mailing.

In the event this Agreement is terminated, it is agreed that Hanna shall be paid for all services performed under this Agreement to and including the date of termination for all authorized services. Full and final payment to Hanna shall be made by Client within THIRTY (30) DAYS of the receipt by the Client of a final itemized statement from Hanna setting forth the services performed and fees due therefore.

- 2. <u>Compensation</u>. In consideration for the Services to be performed under this Agreement, Client agrees to pay Hanna as further described in <u>Exhibit A</u>. Beginning on the second-year anniversary of the signing of this Agreement ("Effective Date") and on each succeeding anniversary of the Effective Date during the term of this agreement, an automatic price increase of five percent (5%) shall be applied.
- Payment: The Client will be invoiced by Hanna after the assignment date. The Linguist is not authorized
  to receive payment. Hanna accepts checks and where agreed upon prior, credit card payments made
  via PayPal. Payment is due upon receipt of invoice, and payment should be made to Hanna Interpreting
  Services LLC and mailed to 10783 Jamacha Blvd., Ste. 8, Spring Valley, CA 91978.

An invoice is considered late ("Past Due") thirty (30) days after the date of receipt. If the Client has Past Due invoices, Hanna will not be obligated to provide Linguists to the Client until the Client's Past Due invoices are paid in full. If the Client has Past Due invoices with Hanna, it may be asked and hereby agrees to supply billing information to Hanna upon which all company balances which are more than 45 days past due may be paid.

- 4. Billing: Invoices to be paid by Client by check or EFT within 30 days of receipt by the Client.
- 5. <u>Biennial Escalator</u>: Upon renewal of the Agreement, and biennially thereafter, an automatic price increase of five percent (5%) shall be applied.
- Indemnification. Each party agrees to indemnify and hold the other party (including each party's
  officers, employees, and agents) harmless against any and all liability claimed or imposed, including



reasonable attorneys' fees, arising from any act or failure to act by the indemnifying party, or its officers, employees, and/or agents, in connection with the performance of its obligations under this Agreement. From termination of this Agreement nor completion of the Services to be performed under this Agreement shall release any party from its respective obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

7. Arbitration. If any dispute should arise between the Parties as to the performance, validity, construction or enforceability of this Agreement which cannot be resolved informally, such dispute shall be settled by binding arbitration. The arbitration shall be conducted in the San Diego, California, according to commercial rules of the American Arbitration Association ("AAA") as consistent with applicable provisions of the California Code of Civil Procedure. The arbitration may be conducted by a single neutral arbitrator mutually selected by the Parties. If the Parties are unable to agree on a single arbitrator, then each Party shall select one arbitrator, and a third arbitrator shall be chosen by the two arbitrators so selected, and the arbitration shall be conducted by a panel of those three (3) arbitrators. The rules of discovery pertaining to a California court of law shall apply to the arbitration. The arbitration decision shall be based on California substantive law and shall include findings of fact and conclusions of law. The arbitration decision may include equitable relief, including specific performance, but shall not include punitive or exemplary damages. The arbitrator(s) shall not have the power to commit errors of law or legal reasoning, and the panel's decision may be vacated or corrected pursuant to California Code of Civil Procedure §§1286.2 or 1286.6 for any such error. The cost of arbitration, including the administrative fee and the arbitrator(s) fees, shall be shared equally by the Parties. The prevailing Party shall be entitled to reasonable attorneys' fees and costs, as determined by the arbitrator(s). The decision of the arbitrator(s) shall be final and binding as to the Parties, and may be enforced by any court having jurisdiction thereof. This means that arbitration will be the exclusive forum for resolving disputes between Contractor and Client. Both parties expressly waive their entitlement, if any, to have controversies between them decided by a judge or jury.



# 7. Miscellaneous.

Client

- a) Governing law. This Agreement shall be governed by the laws of the State of California with jurisdiction and venue in the County of San Diego in the State of California.
- c) <u>Severability</u>. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- d) Entire agreement. This Agreement constitutes the entire agreement between the parties on the subjects covered, superseding all other agreements and understandings. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless approved in writing by both parties.
- e) <u>Voluntary agreement</u>. The parties acknowledge that they have carefully read this Agreement and are entering into this Agreement voluntarily, free of any duress or coercion.

Type text here

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed in its name and on its behalf as of the signature execution date below.

Organization:	Joliet Township High School District 204		
Address:	300 Caterpillar Dr., Joliet, IL 60436		
Phone:		Fax:	
Tax ID:		NPI (op	tional):
Signature:		Date:	
Name:		Title:	
Email:		Phone:	
Hanna Interpre	eting Services LLC		
Address:	3322 Sweetwater Springs Blvd UNIT 204, Spring Valley,	CA 919	77
Phone:	(855) 777-8007	Fax:	(619) 741-0017
Tax ID:	27-3318460	NPI (op	tional): 1891370102
Signature:	Josh Wegman	Date:	9/16/2024
Name:	Josh Wegman	Title:	Language Service Advisor
Email:	josh.wegman@hannais.com	Phone:	619-930-9637 x266



# **EXHIBIT A**

SET UP & MAINTENANCE				
Service Type	Description	Minimum Fee		
-	Account Set Up	(Waived) \$99		
-	Live Video Training	(Waived) \$99		
-	Monthly Minimum Maintenance Fee	\$99		
* Charged if the total service fees for the month do not add up to the minimum amount of \$99.00.				

STANDARD DOCUMENT TRANSLATION (TR)*					
Service Type	Language	Rate	Minimum Fee		
TR/Back TR	Language Group A (Spanish)	\$0.15/word	\$75.00		
TR/Back TR	Language Group B (Core Lang.)	\$0.25/word	\$100.00		
TR/Back TR	Language Group C (All Other Spoken Lang.)	\$0.55/word	\$150.00		
-	Proofreading	\$60.00/hour	\$60.00		
-	Desktop Publishing	\$60.00/page	\$60.00		
-	ADA/508 Remediation	\$20.00/page	\$20.00		
-	Rush Fees (W/in 72 hrs) **	10%	10%		

<sup>\*</sup> Standard Document Translation Turnaround Time: 3 business days (avg. 3,000 words per language per day)
\*\* Regular Hours Minimum Fee shall apply to projects submitted between 8 AM - 5 PM PST, Monday – Friday.

ON-DEMAND OVER THE PHONE INTERPRETATION (OPI)								
Service Type	Language Rate Minimum Minimum Total							
OPI	All Language Groups	\$0.99/min 1 \$0						
ON-DEMAND VIDEO-REMOTE INTERPRETATION (VRI)								
Service Type	Language Rate Minimum Minimum Total							
VRI	All Language Groups	\$1.99/min	1	\$1.99				



	PRE-SCHEDULED CONSECUTIVE INTERPRETATION (QUALIFIED)						
Service Type	Language	Rate	Minimum	Minimum Total			
In-Person	Language Group A (Spanish)	\$60.00/hr	2	\$120.00			
In-Person	Language Group B (Core Lang.)	\$75.00/hr	2	\$150.00			
In-Person	Language Group C (All Other Spoken Lang.)	\$90.00/hr	2	\$180.00			
In-Person	Language Group D (ASL)	\$125.00/hr	2	\$250.00			
In-Person	Rush Fees (W/in 24 hrs)	10%	10%	10%			
In-Person	Evenings & Weekends Fees	10%	10%	10%			
In-Person	Mileage/Travel Fees	Waived	Waived	Waived			
OPI/VRI	Language Group A (Spanish)	\$60.00/hr	1	\$60.00			
OPI/VRI	Language Group B (Core Lang.)	\$75.00/hr	1	\$75.00			
OPI/VRI	Language Group C (All Other Spoken Lang.)	\$90.00/hr	1	\$90.00			
OPI/VRI	Language Group D (ASL)	\$125.00/hr	1	\$125.00			
OPI/VRI	Rush Fees (W/in 24 hrs)	10%	10%	10%			
OPI/VRI	Evenings & Weekends Fees	10%	10%	10%			



PRE-SCHEDULED SIMULTANEOUS INTERPRETATION & CART						
Service Type	Language	Rate	Half-Day Min	Full-Day Min		
In-Person	Language Group A (Spanish)**	\$150.00/hr	3	6		
In-Person	Language Group B (Core Lang.)**	\$250.00/hr	3	6		
In-Person	Language Group C (All Other Spoken Lang.)**	\$350.00/hr	3	6		
In-Person	Language Group D (ASL)*	\$150.00/hr	2	-		
In-Person	Language Group E (CART)	\$250.00/hr	2	-		
In-Person	Rush Fees (W/in 24 hrs)	10%	10%	10%		
In-Person	Evenings & Weekends Fees	10%	10%	10%		
In-Person	Mileage/Travel Fees	Waived	Waived	Waived		
OPI/VRI	Language Group A (Spanish)	\$125.00/hr	3	6		
OPI/VRI	Language Group B (Core Lang.)	\$225.00/hr	3	6		
OPI/VRI	Language Group C (All Other Spoken Lang.)	\$325.00/hr	3	6		
OPI/VRI	Language Group D (ASL)*	\$125.00/hr	2	-		
OPI/VRI	Language Group E (CART)	\$225.00/hr	2	-		
OPI/VRI	Rush Fees (W/in 24 hrs)	10%	10%	10%		
OPI/VRI	Evenings & Weekends Fees	10%	10%	10%		

 $<sup>{\</sup>bf *Requires~a~team~of~two~ASL~interpreters~per~simultaneous~interpretation~event}$ 

<sup>\*\*</sup> Some spoken languages may require teaming due to the nature of the event (Topic, Setting, Complexity, Length, Speakers, Medium)

CONFERENCE INTERPRETATION EQUIPMENT						
Service Type	Equipment	Cost Per Session	Minimum	Total		
In-Person	Digital Medium Area Transmitter	\$150.00	1	\$150.00		
In-Person	Multi-Channel Receivers & Headsets	\$5.00	1	\$5.00		
In-Person	Roundtrip Shipping	Waived	Waived	Waived		



TRANSCRIPTION/CLOSED CAPTIONING						
English Transcription	Discount Per Minute 1 week	Standard Per Minute 3-5 Days	Rush Per Minute 2-3 Days	Overnight Per Minute 1 Day		
1-2 Speakers	\$1.50	\$1.75	\$2.25	\$2.75		
3-4 Speakers	\$2.00	\$2.25	\$2.75	\$3.25		
5 or More Speakers	\$2.50	\$2.75	\$3.25	\$3.75		
Minimum Fee Per Project	\$150.00	\$150.00	\$150.00	\$150.00		
Language Group A Transcription	Discount Per Minute 1 week	Standard Per Minute 3-5 Days	Rush Per Minute 2-3 Days	Overnight Per Minute 1 Day		
1-2 Speakers	\$2.50	\$2.75	\$3.25	\$3.75		
3-4 Speakers	\$3.00	\$3.25	\$3.75	\$4.25		
5 or More Speakers	\$3.50	\$3.75	\$4.25	\$4.75		
Minimum Fee Per Project	\$250.00	\$250.00	\$250.00	\$250.00		
Language Group B-C Transcription	Discount Per Minute 1 week	Standard Per Minute 3-5 Days	Rush Per Minute 2-3 Days	Overnight Per Minute 1 Day		
1-2 Speakers	\$12.50	\$12.75	\$13.25	\$13.75		
3-4 Speakers	\$13.00	\$13.25	\$13.75	\$14.25		
5 or More Speakers	\$13.50	\$13.75	\$14.25	\$14.75		
Minimum Fee Per Project	\$350.00	\$350.00	\$350.00	\$350.00		
Other Ac	Iditional Charges					
Moderate accents		\$0.50/min				
Heavy accents		\$0.75/min				
Technical, Medical, or Scientific Terminology		\$0.50/min				
Medium Background Noise		\$0.50/min				
Heavy Background Noise		\$0.75/min				
Time Stamps – 1 to 10 minutes		\$0.50/min				
Edi	ting Options					
Clean Verbatim (Standard) Included	Files are edited to capture what each speaker is saying, taking out repeated or stuttered words, 'ums' and 'ahs' and other filler words are removed, and slight grammar edits are made to make transcript clear and readable.					
Strict Verbatim \$0.50/min	Verbatim transcripts include ever word said by each speaker, including filler words, stutters, and every word exactly as spoken.					
Full Edit \$0.50/min	Completely edited transcripts will ensure your transcripts are edited to be completed grammatically correct and edited for readability and style. This typically is used for transcripts turned into publications, articles, books, etc.					



	ALTERNATIVE FORMATS						
Format	Simple**	Moderate**	Complex 1**	Complex 2**	Reprint - set-up fee***	Output / per side Audio CD or Flash Drive	
Braille	\$10.00-\$15.00	\$15.00-\$18.00	\$18.00-\$33.00	\$33.00-\$150.00	\$50.00	\$0.50	
	/pg	/pg	/pg	/pg			
Large Print	\$8.50-\$13.00	\$13.00-\$18.00	\$18.00-\$33.00	\$33.00-\$150.00	\$50.00	\$0.15	
	/pg	/pg	/pg	/pg			
Audio / Data CD	\$10.00-\$15.00	\$15.00-\$18.00	\$18.00-\$33.00	\$33.00-\$150.00	\$50.00	\$3.50 per CD	
	/pg	/pg	/pg	/pg		/ \$7.50 Flash	
Text-to-Speech	Quoted on a pe	er project basis.	l		l		
Voice-to-Text	Quoted on a pe	er project basis.					
	Br	aille, Large Print, A	udio Complexity	Descriptions			
Simple		ext on the page, Simables, up to 10 varia	•	ing, Simple tables	with less tha	n 3 columns,	
Moderate	Simple tables with up to 9 columns, up to 6 different tables, Single column on the page, more than 10 variable fields						
Complex 1	Complex or nested tables, more than 6 different tables, Multiple columns on the page, Multiple variable fields						
Complex 2	Forms pages, OCR required - additional QC Required						
Pricing Descriptions							

### Pricing Descriptions

<sup>\*</sup> For Ad hoc documents; \$150 minimum transcription for hard copy formats (Braille, Large Print, Audio). Ad hoc - per finished copy minimum - \$10.00 for Braille and Large Print

<sup>\*\*</sup> Pages containing multiple levels of complexity may exceed these individual page rates.

<sup>\*\*\*</sup> Setup of file on embosser/printer. Charged one-time per order regardless of quantity ordered.



# Language Group A Spanish Language Group B Core Languages (Arabic, Armenian, Cantonese, Farsi (Persian), Hindi, Hmong, Khmer (Cambodian), Korean, Mandarin, Mien, Punjabi, Russian, Tagalog, Thai, Ukrainian, Vietnamese) Language Group C All Other Spoken Languages Language Group D American Sign Language Communication Access Real-Time Translation (CART)



# **SAMPLE LANGUAGE LIST**

Afrikaans	Farsi (Persian)	Kanjobal (Q'anjob'al)	Moldavan	Slovak
Akan	Fijian Hindi	Karen	Mongolian	Slovenian
Albanian	Finnish	Kashmiri	Montenegrin	Somali
American Sign Lang.	Flemish	Kazakh	Moroccan	Soninke
Amharic	French Can.	Khmer - Cambodian	Arabic	Sorani
Arabic	Fukienese	Kinyarwanda	Navajo	Spanish
Armenian	Fula	Kirghiz	Neapolitan	Sudanese-
Ashante	Fulani	Kirundi	Nepali	Arabic
Assyrian	Fuzhou	Korean	Nigerian*	Sundanese-
Azerbaijani	Ga	Kosovan	Pidgin English	Susu
Azeri	Gaddang	Krio	Norwegian	Swahili
Bajuni	Gaelic	Kurdish	Nuer	Swedish
Bambara	Garre	Kurmanji	Oromo	Sylhetti
Basque	Georgian	Laotian	Pahari	Tagalog
Behdini	German	Latvian	Pampangan	Taiwanese
Belorussian	Greek	Lingala	Pangasinan	Tajik
Bengali	Gujarati	Lithuanian	Pashto	Tamil
Bosnian	Haitian Creole	Luganda	Patois	Telugu
Bulgarian	Hakka	Luo	Pidgin English	Thai
Burmese	Hakka – China	Luxembourgeoi	Polish	Tibetan
Cantonese	Hassaniyya	Maay	Portuguese	Tigre
Catalan	Hebrew	Macedonian	Creole	Tigrinya
Chaldean	Hindi	Malagasy	Pothwari	Toishanese
Chaochow	Hmong	Malay	Pulaar	Tongan
Chavacano	Hokkien	Malayalam	Punjabi	Tshiluba
CherokeeChin	Hunanese	Maltese	Putian	Turkish
Chuukese	Hungarian	Mam	Quichua	Twi
Cree	Ibanag	Mandarin	Romani	Ukrainian
Croatian	lbo	Mandingo	Romanian	Urdu
Czech	Icelandic	Mandinka	Russian	Uyghur
Danish	Igbo	Maninka	Samoan	Uzbek
Dari	Ilocano	Marathi	Sango	Vietnamese
Dinka	Indonesian	Marshallese	Serbian	Visayan
Diula	Inuktitut	Mexican Sign Lang.	Shanghainese	Vlach
Dutch	Italian	Mien	Sichuan	Wenzhou
Estonian	Jakartanese	Mina	Sicilian	Wolof
Ewe	Japanese	Mirpuri	Sinhalese	Yiddish
	Javanese	Mixteco	Sindhi	Yoruba
				Yupik
				Zapotec



### **GLOSSARY (DESCRIPTION OF SERVICES)**

**Set Up & Maintenance:** This service includes an initial setup fee for creating your account and onboarding your team onto our platforms. We provide training on all platforms and offer ongoing monthly maintenance to ensure all profiles remain current and up-to-date.

**Standard Document Translation (TR\*):** Our document translation service converts written text from one language to another. We charge per word, with a minimum fee for each project to ensure high-quality translations.

- ~Proofreading: Our professional linguists will proofread your translated documents to ensure accuracy, coherence, and fluency.
- **~Desktop Publishing (DTP):** We offer formatting services to ensure your translated documents match the original layout. This service is available for various formats, including PDF, Word\*, PowerPoint\*, INDD (InDesign), and PSD.
- ~ ADA/508 Remediation: We make your documents accessible according to the Americans with Disabilities Act Section 508 standards and WCAG guidelines. This involves checking and fixing tag structures and interactive features to ensure screen readers can successfully interpret the content for users with disabilities.

**G&A Denial Letter Document Translation:** We specialize in translating Grievance and Appeals Denial Letters. Grievances address non-determination issues such as service quality or accessibility, while appeals involve disputes over initial determinations, like service denials or payment issues.

**On-Demand Over-the-Phone Interpretation (OPI):** Our OPI service provides immediate, unscheduled interpretation over the phone. Simply call in, enter your credentials, and select the desired language for instant assistance.

**On-Demand Video-Remote Interpretation (VRI):** VRI offers immediate visual interpretation through any smartphone, computer, or tablet with a camera and audio capabilities. This service is perfect for unscheduled, urgent interpretation needs.

**Pre-Scheduled Consecutive Interpretation (Qualified):** Schedule consecutive interpretation sessions with our Qualified interpreters, who provide effective, accurate, and impartial interpretation. Commonly used in small meetings, this method involves the speaker pausing every few sentences to allow for interpretation.

**Pre-Scheduled Consecutive Interpretation (Medically Certified):** Book consecutive interpretation sessions with our Medically Certified interpreters, who are trained to comply with medical guidelines. This service ensures accurate and safe communication in medical settings, such as doctor appointments.

**Pre-Scheduled Simultaneous Interpretation & CART:** Arrange for simultaneous interpretation, where our interpreters translate speech in real-time as the speaker talks. We also offer CART (Communication Access Real-Time Translation) services, providing live text translations visible on various devices, ideal for events and presentations.

**Conference Interpretation Equipment:** Rent the necessary equipment for seamless listening during simultaneous interpretation events. We provide high-quality equipment to enhance your conference experience.

**Transcription/Closed Captioning:** Our transcription service converts audio recordings into written text, while our closed captioning service displays spoken dialogue as text on screen, ensuring accessibility for viewers who are hard of hearing.

**Alternative Formats:** We offer specialized services including Braille, Large Print, Audio/Data CD, Text-to-Speech, and Voice-to-Text. Our pricing varies based on the complexity of each service, tailored to meet your specific accessibility needs.



# **TERMS AND CONDITIONS**

# Document Translations, Transcription/Closed Captioning, & Alternative Formats

Cancellation Policy: Client may not cancel a document translation request once a quote has been approved by the client representative.

### On-Demand Interpretation (OPI & VRI)

Cancellation Policy: Client may cancel a telephone interpretation without penalty any time prior to being connected to the interpreter.

Billing Increments: Additional time after the minimum shall be billed in one (1) minute increments.

### Pre-Scheduled Consecutive Interpretation (In-Person, OPI, VRI)

Cancellation Policy: All assignments must be canceled during normal business hours (8:00 a.m. – 5:00 p.m.) and no less than twenty-four (24) hours prior to the assignment date and time to avoid being charged the entire estimated duration of the assignment. Cancelling services must be done through the company, not the individual interpreter. A Consumer or Third Party no-show that results in a cancelled assignment shall be classified as a late cancellation and billed for the entire estimated assignment duration.

Billing Increments: Additional time after the minimum shall be billed in fifteen (15) minute increments. Requests estimated to exceed the minimum hours shall be billed for the estimated duration.

Consumer Privacy and Exclusivity: Unless negotiated prior to the appointment or in an addendum to this master contract, all appointments are exclusive to a single consumer to comply with various state and federal privacy and compliance regulations including HIPAA, COPPA, CCPA, etc.

# Pre-Scheduled Simultaneous Interpretation (In-Person, OPI, VRI, CART)

Cancellation Policy: All assignments must be canceled during normal business hours (8:00 a.m. - 5:00 p.m.) and no less than forty-eight (48) hours prior to the assignment date and time to avoid being charged the entire scheduled time. Cancelling services must be done through Hanna's Scheduling Department (not the interpreter).. A Consumer or Third Party no-show that results in a cancelled assignment shall be classified as a late cancellation and billed for the entire estimated assignment duration.

Billing Increments: For Half-Day requests, if the visit/encounter exceeds the three (3) hour minimum, the request shall convert into a Full Day request and aminimum of six (6) hours shall be billed. For Full-Day requests, additional time after the six (6) hour minimum shall be billed in fifteen (15) minute increments of the hourly rate. Pre-event rehearsals shall be billed at a one (1) hour minimum. Interpreter availability for such rehearsals cannot be guaranteed.

# **Conference Interpretation Equipment:**

Cancellation Policy: All assignments must be canceled during normal business hours (8:00 a.m. - 5:00 p.m.) and no less than five (5) business days prior to the assignment date and time to avoid being charged the entire scheduled time. Cancelling services must be donethrough Hanna's Scheduling Department (not the interpreter).