



Georgia Interpreting Services Network

Provision of Services Agreement

****Please review, sign and return all pages of this Agreement to GISN as soon as possible. Your request for services will not be processed until this form is completed in full and returned to us. Faxed copies are acceptable. ****

This Agreement supersedes all prior agreements and previous relationships between the City of Cartersville, Georgia, a municipal corporation of the State of Georgia,

the "Customer," and the Georgia Association of Rehabilitation Facilities, Inc. ("GARF"), d/b/a Georgia Interpreting Services Network (hereafter referred to as "GISN"). This Agreement constitutes a legally binding contract governed by the laws of the State of Georgia.

ENTIRE AGREEMENT

This document, including the Rates & Scheduling Policies and Customer Information forms, which are attached hereto and incorporated by reference herein, contains the entire agreement between the parties and no other agreement, representation, or understanding will be binding on the parties unless made in writing by mutual consent of both parties.

RATES AND SCHEDULING POLICIES

1. A minimum of two hours of interpreting time will be billed for each interpreter utilized.
2. If the assignment is more than two hours in length, two or more interpreters must be hired, each at the hourly rate. Two interpreters are also required for any assignment that is on a stage, for an individual who is deaf-blind, or for any other situation as deemed necessary by the Assignment Coordinator.
3. Interpreters should arrive 15 minutes prior to assignment starting time as a professional courtesy. If assignment requires additional prep time, or meeting time with Customer or Consumer prior to assignment start time, additional time must be added to assignment time.
4. Travel time will be billed at the same base rate as interpreting time on all assignments. GISN requires full compensation on travel time to interpreters. GISN travel time rates are non-negotiable.
5. GISN charges for reimbursement of mileage, parking, and working meals. Mileage reimbursement is set in accordance with IRS allowed mileage rate (currently at .655 cents per mile).
 - A. Mileage will be billed on all assignments. GISN mileage rates are non-negotiable.
 - B. For assignments requiring an overnight stay, reasonable lodging expenses may also apply.
6. If the request is cancelled with less than 48 hours, the entire scheduled interpreting time will be billed (including premiums, but not including travel time or mileage).

7. If the request is cancelled en-route or upon arrival, round trip travel time and mileage will also be billed.
8. If the interpreter arrives to assignment and the Consumer does not show, the entire scheduled interpreting time will be billed (including scheduled interpreting time, travel time and mileage).
9. If a short notice request is cancelled, the entire requested interpreting time will be billed including the short notice premium regardless of the amount of time it takes to fill the assignment.
10. Force Majeure: Cancellations due to a severe event caused by forces of nature that result in the closing of the scheduled assignment location will not be billed.
 - A. GISN staff should receive official notice of cancellation from the requesting agency. It is not the responsibility of GISN staff to assume business closure, or review news, website, or social media reports to determine closures.
 - B. If a report of closure is not reported to GISN staff, interpreters remain in the assignment and receive compensation their service. This can include travel time and mileage if an interpreter shows on site due to lack of communication.
11. Should a scheduled interpreter arrive late to assignment please contact GISN staff to report immediately at 404-521-9100, or request@gisn.info.
12. Interpreters should not pass out personal business cards or personal contact information while working a GISN booked assignment.
13. Team interpreting cancellation: Generally speaking, an assignment lasting more than two hours needs a team of two interpreters. Due to the mental and physical demands of the job, a team approach keeps the quality of the interpreting service at a high level and also prevents repetitive motion injuries for the interpreters, allowing for a longer career. A team of two interpreters may be mandatory for a stage assignment, interpreting for an individual who is deaf/blind, and any number of other assignments that have atypical demands, may require more than one interpreter. This is standard, professional, practice according to the Registry of Interpreters for the Deaf Customers should be aware that GISN charges for each of the team interpreters for the entire duration of the assignment. Should an issue or need arise outside of the agency's control, GISN reserves the right to approach the customer in order to address any new or unplanned considerations. Example: A team of two interpreters is scheduled for an assignment and at the last minute one of the team members has to cancel. In the event of no substitute interpreter being available, GISN may ask the remaining interpreter if they are able to carry out the job alone. If the remaining interpreter is able and agreeable to do the job alone, it would mean increased compensation for the interpreter who is carrying the entire workload alone. If an interpreter cancels with short notice, it can be difficult to find another interpreter who can alter their schedule with no lead time.
14. Confirmations are sent out from GISN to make requestors aware of assignment details. A confirmation is sent at the time of assignment creation and once an interpreter is assigned.
 - A. All confirmations should be reviewed for accuracy.
 - B. Discrepancies should be reported immediately to GISN staff immediately for correction.
 - C. Confirmations not received within 48 hours of assignment start time should be investigated. Please contact 404-521-9100 to check status of assignment.
 - D. GISN will not be held responsible for errors not reported.
15. GISN will not accept emails or written communications of any kind from Customers with terms that differ from the GISN contract.

The following rates and premiums shall apply:

Base rate for assignments	\$	70.00 per hour
Legal premium	\$ +	14.00 per hour
Medical premium	\$ +	7.00 per hour
Tactile premium	\$ +	7.00 per hour
After Hours premium:	\$ +	7.00 per hour (interpreting time)
Technical premium:	\$ +	7.00 per hour (interpreting time)
Short Notice/Urgent premium:	\$ +	12.00 per hour (interpreting time)

(Note: No more than 2 premiums shall apply to any individual assignment.)

CUSTOMER BILLING INFORMATION

Please complete the following section in full.

Company Name: _____

Attn: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____ Phone: _____

Please indicate your preferred method of payment: Circle

MAIL INVOICE

EMAIL INVOICE

PROTECTING YOUR CREDIT CARD INFORMATION

Georgia Interpreting Services Network is in full compliance with the Payment Card Industry Data Security Standard (PCI DSS). This security standard guarantees that procedures are in place to protect your information and prevent unauthorized use of credit card holder data. Comprehensive information on the PCI DSS can be found at <https://www.pcisecuritystandards.org>.

INVOICING

Invoices are generated 3-4 weeks after service has been rendered.

TERM OF AGREEMENT

This Agreement shall be considered in effect once the Customer has signed it and shall continue in force until Customer receives an updated agreement from GISN.

Rate changes and updated service agreements: All rate and term changes will take place through an updated agreement. The Customer will be given an opportunity to review the updated agreement rates and terms, and consent to them before they go into effect. Customer shall have thirty (30) days from the receipt of an updated agreement to return a signed copy to GISN, either by fax or mail. The updated agreement shall go into effect when signed by Customer and will entirely supersede this and all prior agreements. If the updated agreement is not signed and returned by Customer within 30 days, this Agreement will be terminated automatically.

Any interpreting services requested by the Customer shall be governed by this Agreement. Subject to the foregoing, this Agreement shall continue in effect until either party terminates it for any reason upon seven (7) day notice to the other party. The notice period shall start at the time of the delivery of the notice to the other party.

Limitation of liability. Except for gross recklessness or willful misconduct, and without waiving its Sovereign Immunity, Customer to the extent allowed by Georgia Law will hold GISN and the interpreter(s) harmless for any and all claims, liability, or damages arising from the interpreting services provided pursuant to this Agreement. Notwithstanding any other provision of this Agreement, the total financial liability of GISN and the interpreter(s) for any claims related to the services will not exceed amounts paid to GISN or the interpreter(s) by the Customer pursuant to this Agreement.

Immigration Compliance. During the entire duration of this Agreement, GISN must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

E-VERIFY. GISN shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. GISN shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

AUTHORIZATION

- The Customer shall be responsible for paying the costs of any services provided by GISN, agrees to the rates and scheduling policies, and understands how the costs of the services are calculated. If an estimate has been provided, it is understood by the Customer that the final costs may differ.
- The Customer also understands that no requests for third-party billing will be honored by GISN.
- The Customer authorizes GISN to process requests, whether written or oral, for sign language interpreting services placed by any persons working for Customer, unless otherwise indicated on an additional sheet attached hereto.

The person signing below indicates that they are an authorized representative of the Customer and that they may legally bind the Customer hereto.

**CITY OF CARTERSVILLE, GEORGIA
a Municipal Corporation**

By: _____
Matthew J. Santini, Mayor

Attest:

By: _____
Julia Drake, City Clerk

(SEAL)

Date: _____

APPROVED BY CARTERSVILLE MUNICIPAL COURT

Harry B. White, Chief Judge

E. Keith Lovell, Solicitor

Provision of Services Agreement entered into by: GARF, d/b/a Georgia Interpreting Services Network

Authorized by: Caitlin Hyatt, C.O.O.