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Master Agreement for ASL Interpreting Services

Independent Living Center of Kern County (“ILCKC”) and _____ (“Customer”) enter into this agreement with respect to American Sign Language Interpreting Services (“Services”) to be provided by ILCKC to Customer.

Recitals

- A. ILCKC maintains a registry of qualified ASL interpreters who abide by the National Registry of Interpreters, Code of Professional Conduct that govern performance.
- B. Customer has or may have the need from time to time for Services.
- C. ILCKC and Customer wish to enter into this Agreement for Services on the terms and conditions set forth below.

Agreement

1. Scope of Services: ILCKC, through employees and/or independent contractors, shall provide to Customer, pursuant to the terms and conditions set forth below, American Sign Language Interpreting Services consisting of one or more interpreters personally present at a location designated by Customer to provide interpretation of spoken word to sign language and sign language to spoken word.
2. Fees, scheduling, reimbursement, cancellation, payment and other terms for the Services: The fees to be paid for the Services, reimbursement, cancellation, and other terms for the Services are set forth in Attachment “A” and are hereby made a part of this Agreement. The content of Attachment “A” may be changed from time to time upon mutual agreement of ILCKC and Customer.
3. Term and Termination: This Agreement is effective immediately upon date of Customer’s signature and will remain in effect for a period of one (1) year. At the end of this initial term, this Agreement shall automatically renew on a yearly basis unless either party notifies the other in writing of no extension. Either party may give a thirty (30) days prior written notice to terminate the Agreement, without cause.
4. Independent Contractor Status: ILCKC, its agents and employees, shall act as and be considered independent contractor(s) in the performance of this Agreement and not as

officers or employees of Customer. As such, ILCKC shall invoice for the Services as set forth in Attachment "A". Further, ILCKC shall be responsible for all employment related taxes for persons it hires to perform the Services.

5. Prohibition Against Solicitation for Direct Hire: Customer agrees that it will not solicit to hire any person who has provided Services to Customer through this Agreement within 6 months after such person has last provided Services to the Customer pursuant to this Agreement.

6. Confidentiality: All knowledge and information expressly identified by Customer in writing as confidential and which is acquired by ILCKC and/or the interpreter(s) hired by ILCKC to perform the Services shall be maintained in confidentiality by ILCKC and/or the hired interpreter(s) and, except as expressly authorized by Customer in writing, shall not be divulged or published by ILCKC and/or the interpreter(s). Confidential information for purposes of this paragraph shall not include information which is or becomes available to the general public (other than through a breach of this paragraph) and shall not include information subject to disclosure under in State or federal public information or disclosure law.

7. Audio and Video Recording of Services: ILCKC, on its own behalf and on behalf of the interpreter(s) hired by ILCKC to perform the Services, consent to the audio and video recording of the Services performed by the interpreter(s) to the extent that such audio and video recordings are for the sole use of Customer and shall not be further distributed. This limitation shall not apply to audio and video recordings during public meetings of governmental bodies.

8. Non-exclusivity. Customer understands and agrees that ILCKC and the interpreter(s) that its hires to perform the Services may perform Services for other Customers during the term of this Agreement as ILCKC may see fit, in its sole and absolute discretion.

9. Insurance: ILCKC shall, upon request of Customer, provide evidence of general liability and worker's compensation insurance.

10. Governing Law, Entirety of Agreement, and Partial Invalidity: This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between ILCKC and Customer regarding this subject matter. If any provisions of this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

11. Modification: This Agreement may be amended only upon the prior written agreement of ILCKC and Customer.

12. Non-Waiver: No waiver of a breach of this Agreement shall constitute a waiver of any other breach. Failure of either party to enforce at any time or from time-to-time any provision of this Agreement shall not be construed as a waiver thereof.

13. Compliance with Laws, Rules, and Regulations: ILCKC and Customer shall comply with all applicable laws, rules, and regulations when performing Services pursuant to this Agreement and in the performance of the Agreement in general.

14. Non-Discrimination: In providing Services pursuant to this Agreement, ILCKC shall not discriminate on the grounds of race, color, national origin, sex, age or disability. ILCKC shall take affirmative action to insure that applicants for employment are employed and that employees are treated without discrimination.

15. Dispute Resolution: All disputes concerning the terms of this contract and the performance of this contract shall be submitted to binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association then in effect. The hearing on the arbitration shall be stayed for a period of 90 days from the date of service of the demand for arbitration, to allow the parties to engage in mediation through the Judicial Arbitration and Mediation Service. Should this matter not resolve through mediation, the stay shall be lifted and the arbitration shall continue. The arbitration shall be venued in Kern County, California. The arbitrator shall be chosen from a list provided by AAA. The parties shall alternately strike names and the Customer shall be the first to strike a name. The prevailing party, as determined by the arbitrator, shall be entitled to an award of reasonable attorney's fees, expert witness fees, and costs as may be typically awarded in a court in California.

I, _____ (Print Your Name & Title), have read this Agreement and I acknowledge that I am an authorized representative for the "Customer" and have authorization to enter into this Agreement with ILCKC.

Customer (Agency) Name

Signature

Date

Please provide the information where invoices are to be sent:

Attention (name): _____

Address: _____

Contact Phone #: _____

E-mail Address: _____

X _____

Jimmie Soto, Executive Director

Date: _____

(Contractor)



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ATTACHMENT "A" TO AMERICAN SIGN LANGUAGE INTERPRETING SERVICE AGREEMENT

1. ASL INTERPRETING FEES

General	\$75.00/hour/interpreter
After Hours*	\$85.00/hour/interpreter
Emergency**	\$100.00/hour/interpreter

*After Hours interpreting rates apply to ASL interpreting services initiated and provided between 5:00 pm and 8:30 am Monday through Friday and anytime on Saturdays, Sundays, and ILCKC observed holidays.

**Emergency interpreting rates apply to all requests for ASL interpreting services with less than 24-hours' notice.

Please note that the start time of the appointment will determine at which rate the entire assignment will be billed. Customers wanting to avoid higher rates should take care to consider that the Regular Rate applies to ILCKC operating hours and not the operating hours of the customer.

2. ADDITIONAL TERMS OF SERVICE

A. Minimum charge: All interpreting jobs are scheduled at an initial 2-hour minimum to be billed at the rate determined by the start time requested by the customer. Additional time past the 2-hour mark should be requested in 1 hour increments.

B. Specialized Interpreting: Interpreting that requires additional skills or training beyond the typical ASL/English services (e.g., Tactile/Pro-Tactile, Trilingual, etc.) is considered Specialized Interpreting. In the event specialized interpreting is requested by the customer, the hourly rate determined by the appointment start time will be adjusted to reflect an additional \$10/hour.

C. Scheduling: Interpreting requests should be made in advance by phone, fax, or email (aslrequest@ilcofkerncounty.org). No minimum advanced notice is required however, requests made with less than 24-hours notice are subject to the Emergency

Rate and should keep ILCKC operating hours in mind. Insufficient notice may result in unfulfilled service requests. Appointments are scheduled with specific start and end times. There is a (2) two hour minimum for all assignments regardless if the full 2 hours are needed. In the event that the interpreter is released prior to the scheduled end time, the customer will be invoiced for the entire time scheduled.

D. Unscheduled Additional Time: In certain circumstances, a customer may find it necessary to request additional interpreting time after a scheduled job has begun. Additional time is allowed but is subject to acceptance by the interpreter(s) already on the assignment and the absence of conflict with other scheduled appointments. Additional time shall be invoiced in (1) one hour increments for time exceeding the original scheduled interpreting request.

E. Multiple Interpreters: ILCKC, in its sole and absolute discretion, reserves the right to assign more than one interpreter to a job. Such assignments may be made with respect to certain jobs where the interpreting is continuous, and/or when interpreting is over 2 hours in length (classes, seminars, meetings, and other events that do not allow for intermittent breaks.) In the event that multiple interpreters are assigned to a job, the customer will be invoiced for each interpreter for the entire scheduled time of the job, notwithstanding that one interpreter may be on a break.

F. Travel Time: Travel time is a charge for interpreting services in excess of 30 miles one-way. Travel time is invoiced at the same rate in which the assignment is being billed.

G. Mileage and Miscellaneous Reimbursements: Any interpreting services provided in excess of 20 miles (round trip) from the ILCKC headquarters, the customer shall pay ILCKC the current mileage rate determined by the Internal Revenue Service. Miscellaneous reimbursements, including but not limited to, parking fees and tolls, shall be reimbursed to ILCKC at actual cost.

H. Confirmation, Changes, and Cancellations: An appointment is considered confirmed and billable once ILCKC has acknowledged the request for services, assigned an interpreter, and has sent a confirmation email to the customer. At least twenty-four (24) hours advance written notice is required for all cancellations, location changes, and changes to the scheduled length of interpreting services. Scheduled assignments that are cancelled with less than 24 hours advance notice will be invoiced to the customer for the scheduled hours, at the applicable rate (general, after hours, or emergency), plus any mileage and miscellaneous reimbursements actually incurred by the interpreter(s). A customer needing to cancel or make changes to services must do so in writing by emailing ILCKC at aslrequest@ilcofkerncounty.org. Changes and cancellations are not effective until acknowledged in writing by ILCKC.

I. Invoicing and Payment: Payment is due within 60 days from the invoice date. ILCKC will invoice the customer after interpreting services are completed. After 60 days, invoices in arrears will incur a \$25 late fee. The late fee will increase to \$50 after unpaid invoices exceed 90 days. All late fees are charged on a monthly basis. Payments made with a credit card will incur a surcharge deemed by the credit card company.

In the event the customer refuses to pay, ILCKC reserves the right to take immediate legal action.

Customer Name (Print)

Date

Customer Signature