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## Master Agreement for ASL Interpreting Services

This Master Agreement for ASL Interpreting Services (“Agreement”) is entered into by and between Independent Living Center of Kern County (“ILCKC”) and [REDACTED] (“Customer”), collective referred to herein as “Parties,” with reference to the following facts:

### Recitals

WHEREAS, ILCKC maintains a registry of qualified American Sign Language (“ASL”) interpreters who abide by the National Registry of Interpreters, Code of Professional Conduct that govern performance.

WHEREAS, Customer has or may have the need from time to time for ASL Interpreting Services.

WHEREAS, Customer seeks to engage ILCKC to provide ASL Interpreting Services.

NOW, THEREFORE, in consideration of the various covenants and agreements hereinafter set forth, the Parties agree as follows:

### Agreement

- Scope of Services:** ILCKC, through employees and/or independent contractors, shall provide to Customer with ASL Interpreting Services (“Services”) consisting of one or more interpreters present at a location designated by Customer to provide interpretation of spoken word to sign language and sign language to spoken word.
- Fees, Scheduling, Reimbursement, Cancellation, Payment and Other Terms:** The fees to be paid for Services, reimbursement, cancellation, and other terms for 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.
- Term and Termination:** This Agreement is effective immediately upon the 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, with or without cause.

4. Independent Contractor Status: ILCKC, its agents, contractors, subcontractors, representatives, 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 Services as set forth in Attachment "A". Further, ILCKC shall be responsible for all employment related taxes for persons it hires to perform Services.

5. Non-Circumvention: Customer agrees not to circumvent ILCKC by using ILCKC's trade secrets, confidential, and/or proprietary information to pursue, engage in transactions with, contact, or work with employees, business associates, and other third parties introduced to Customer by ILCKC. It is understood that ILCKC retains ownership of any such trade secret protected referral and information and Customer is prohibited from misappropriating such information to compete with ILCKC or otherwise gain unfair advantage for a competing business.

6. Confidentiality: All knowledge and information expressly identified by Customer in writing is confidential and which is acquired by ILCKC and/or the interpreter(s) hired by ILCKC to perform 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.

ILCKC shall be responsible for retrieving audio and video recording consent from its interpreters.

8. Non-Exclusivity. Customer understands and agrees that ILCKC and the interpreter(s) that it 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, disability, or other protected classification under federal, state, or local law. ILCKC shall take affirmation action to ensure that applicants for employment are employed and that employees are treated without discrimination.

15. Indemnification: Customer shall indemnify, defend, and hold harmless ILCKC and its officers, directors, shareholders, employees, and affiliates from and against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Customer or Customer's assistants, contractors, subcontractors, representatives, agents, and/or employees in any way related to Services provided by ILCKC to Customer, excluding any claims or liabilities arising out of the sole negligence or willful misconduct of ILCKC or its employees.

16. Mediation/Arbitration: In any dispute over or in any way related to the provisions of this Agreement and in all other disputes among the Parties, (the "Disputing Parties") (including issues of enforceability, termination, and arbitrability), the dispute shall:

(a) Be professionally and promptly presented and negotiated in good faith between the Disputing Parties.

(b) In the event that negotiation fails or upon the expiration of one (1) month of the event(s) giving rise to the dispute, whichever is sooner, the dispute shall then be submitted to non-binding mediation. The Disputing Party shall apply to the American Arbitration Association for a mediator, with the mediation to take place in Kern County, California.

(c) In the event mediation fails to resolve all of the issues between or among the Disputing Parties, or if mediation is not held within two (2) months of the event(s) giving rise to the dispute, then the matter or any remaining matters shall be submitted to final, non-appealable, binding arbitration. The arbitration shall be held by the American Arbitration Association in accordance with the Commercial Arbitration

Rules of the American Arbitration Association. The place of arbitration shall be Kern County California.

(d) The arbitration will be conducted in English. The arbitrator may issue any preliminary, injunctive, and/or equitable relief. Nothing in this Section will serve to restrict the ability to apply for emergency relief. Any Party may, after failure of the negotiation and mediation procedures above, commence arbitration of the dispute by sending a written request for arbitration to all other disputing parties. The request shall state the nature of the dispute to be resolved by arbitration, and arbitration shall be commenced as soon as practical after such Parties receive a copy of the written request. The Parties may not bring suit regarding any disputes, controversies, or claims subject to this Section of this Agreement in any venue other than an arbitration pursuant to this Section of the Agreement, except in order to enforce this Section or enforce an arbitral award made pursuant to this Section. In the event that a Party attempts to bring an action in violation of this Section, the Parties agree that the other Party will be entitled to the arbitrator or judge entering an injunction to enjoin such unauthorized action. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of this Agreement. The arbitrator may award damages, penalties, declaratory or injunctive relief only in favor of the individual party seeking such relief and only to the extent necessary to provide relief warranted by that party's individual claim. All Parties shall initially share the cost of arbitration, but the prevailing Party or Parties shall be awarded attorneys' fees, costs, and other expenses of arbitration. All arbitration decisions shall be final, finding, and conclusive on all the Parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so. The Parties agree that the arbitral award shall be recognized by any applicable courts pursuant to all applicable statutes, conventions, and treaties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its authorized representative in its name and on its behalf.

**INDEPENDENT LIVING OF  
KERN COUTNY (ILCKC):**

\_\_\_\_\_  
Jimmie Soto, Executive Director

Date: \_\_\_\_\_

**CUSTOMER:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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## ATTACHMENT "A" TO AMERICAN SIGN LANGUAGE INTERPRETING SERVICE AGREEMENT

### 1. ASL INTERPRETING FEES

General	\$85.00/hour/interpreter
After Hours*	\$110.00/hour/interpreter
Emergency**	\$140.00/hour/interpreter

\*After Hours interpreting rates apply to 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 Services with less than 48 hours' notice.

Please note that the start time of the appointment will determine at which rate the entire assignment will be billed. Customer wanting to avoid higher rates should take into consideration 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 Services are scheduled at an initial two (2) hour minimum to be billed at the rate determined by the start time requested by Customer. Additional time past the two (2) hour mark are billed in one-hour increments.

B. Specialized Interpreting: Services that require 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 Customer, the hourly rate determined by the appointment start time will be adjusted to reflect an additional \$10/hour.

C. Scheduling: Services request should be made in advance by phone, fax, or email ([aslrequest@ilcofkerncounty.org](mailto:aslrequest@ilcofkerncounty.org)). No minimum advanced notice is required, however, requests made with less than 48 hours' notice are subject to the Emergency Rate.

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

D. Unscheduled Additional Time: In certain circumstances, Customer may find it necessary to request additional Service 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 one (1) hour increments for time exceeding the original scheduled Service 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 Service is continuous, and/or when Service is over two (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, 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 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 Services provided in excess of 20 miles (round trip) from the ILCKC headquarters, 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.

H. Duplicate Requests: It is Customer's sole responsibility to ensure Service requests are made properly. In the event Customer makes duplicate requests, Customer is responsible to pay for such requests. ILCKC shall not be responsible for determining if Service requests were made in error and accepts all requests as received.

I. Confirmation, Changes, and Cancellations: An appointment is considered confirmed and billable once ILCKC has acknowledged the request for Service, assigned an interpreter, and has sent a confirmation email to Customer. At least 48 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 48 hours advance notice will be invoiced to 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](mailto:aslrequest@ilcofkerncounty.org). Changes and cancellations are not effective until acknowledged in writing by ILCKC.

“No-Shows” are consumers/clients that fail to appear at the assignment. Customers are still billed as if the interpreting assignment was completed. ILCKC advises Customers to take up these issues with their consumer/client on an individual basis.

J. 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 legal action. Customer in collections will be responsible for all reasonable court costs and actual attorney’s fees.

ACKNOWLEDGMENT: I acknowledge that I read and understand the terms and conditions of Attachment A.

\_\_\_\_\_

Customer Name (Print)

\_\_\_\_\_

Date

\_\_\_\_\_

Customer Signature

Please provide the information where invoices are to be sent:

**Attention (name):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Phone #:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_