

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

**PURCHASE ORDER NO. ... B115521
CHANGE ORDER**

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
07/31/2014	2 - 08/13/2014	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
808002 MCHARQUET POONV	04ASPH	

Vendor: 0000023342
ACCESS LANGUAGE CONNECTION
P O BOX 1658
RANCHO CORDOVA CA 95741

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

email:

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	101E BLANKET PURCHASE ORDER FOR SIGN LANGUAGE INTERPRETING SERVICES NOT EXCEED \$52 PER HOUR PER INTERPRETER 7/1/14 - 6/30/15	1.00	LOT	30,000.00	30,000.00	05/01/2015
2- 1	428H BLANKET PURCHASE ORDER FOR SIGN LANGUAGE INTERPRETING SERVICES NOT EXCEED \$52 PER HOUR PER INTERPRETER 7/1/14 - 6/30/15	1.00	LOT	60,449.00	60,449.00	05/01/2015

AUTHORIZED PERSONNEL :

KIM CARRILLO
TIM MCHARGUE
BRYON BELL
CHRISTY PIMENTAL
MELANIE DIXION

ENCLOSED SERVICE AGREEMENT # 45023 DATED 6/12/14 AND AGREEMENT OF PROFESSIONAL SERVICES DATED 7/10/14

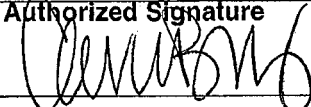
COI ON FILE

8/12/14 ADD LINE 2 NEW PO TOTAL \$90,449.00 PER J HARMAN. VP

Sub Total Amount	90,449.00
Sales Tax Amount	0.00
Total PO Amount	90,449.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VS.DSPS	64200	00000	101E	30,000.00	2015

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature
 8/15/14
J Harman 8/14

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

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 ACCESS LANGUAGE CONNECTION
 P O BOX 1658
 RANCHO CORDOVA CA 95741

email:

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630
 United States

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States


Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
GENFD 5100 12	FL.VS.DSPS 64200 00000 428H	60,449.00				2015

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.
 If you have any questions, please contact the Purchasing Office at (916) 568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature
 8/15/14

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LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Los Rios Community College District

Requisition

Page _____ of _____

Req. No. **808002**

P.O. NO. **B115521**

Vendor Code 23342
Approved by / Date
Reviewed by / Date
Dispatched Method / Date

DATE **6-12-14**

VENDOR **Access Language Connection**

ADDRESS **P.O. Box 1658**

CITY **Rancho Cordova** STATE **CA** ZIP **95741**

PHONE **916-541-2300** FAX _____

DELIVERY INSTRUCTIONS
04 ASPH

Location Code
FLC

College/District Location
Student Services

Department
OSPS

Division _____ Date Required _____

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	<i>Blanket purchase order for interpreting services 7/1/14 - 6/30/15 @ \$49.50/hour</i>				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects

This purchase is in compliance with the requirements of _____

Program Name _____

For grants/special projects _____

Program Director/Coordinator Signature _____ Project/Grant Number _____

Program Goal/Objective Number/Explanation _____

Sales Tax _____

Total **30,000**

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: **Tim McKeane** TYPED/PRINT **6-2-14** DATE

REQUESTED BY: **T.E. McKeane** SIGNATURE **6-2-14** DATE

AUTHORIZED: **Melvin Dixon** DEAN OR AUTHORIZED SIGNATURE **6/12/14** DATE

APPROVED: **Halkleea Kunkler** VICE PRESIDENT, ADMINISTRATION **6/13/14** DATE

9enfd / 5100 / 11 / FL.VS. OSPS

Bus. Unit Account * Fund Org
64200 / 0000 / 2015 / 101E \$ **30,000**

Program Sub-Class BY Proj/Grnt Amount
1 / 1 / 6/12/14

Bus. Unit Account * Fund Org
1 / 1 / 1 \$

Program Sub-Class BY Proj/Grnt Amount

Instructions on Reverse

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____ Dept. _____

Building _____ Room No. _____

LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No. 45023

Attachment to Purchase Order No. B115521

This Agreement entered this 12 day of June 2011 by and between the Los Rios Community College District (District) and
(CONTRACTOR), William S. Williams - lee CONTRACTOR No. _____ Social Security No. _____

Business Name (if different) Academy Language Center FIN No. _____

Check One: Sole Proprietorship _____ Partnership Corporation _____ Check One: U.S. Citizen _____ Resident Alien _____ Non-resident Alien _____

Telephone No. 916-544-2300 (SSN or FIN No. must be provided for payment)

Address P.O. Box 1658 City and State Zip Rancho Cordova, CA 95741

Are you now or have you been an employee of the District? Yes _____ No If yes, Date 1998 Location ARC

Are you related to an employee of the District? Yes _____ No If yes, who _____

GENERAL CONDITIONS:

1. **Scope of Work.** CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) 7/1/11 to (date) 6/30/15. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ _____, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are: _____ Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

3. **Termination.** The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

4. **Integration, Amendments.** This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: Contract for Professional Service Agreement 7/1/11
All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

5. **Independent CONTRACTOR not Agent.**
- a. CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
 - b. CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
 - c. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
 - d. Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
 - e. Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
 - f. Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
 - g. Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.
 - h. CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) William S. Williams - lee

Signature of CONTRACTOR _____ Date 6/12/11 Requisition # 808002

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC CRC DO FLC FM SCC OTHER _____

Agreement/Contract With: ACCESS LANGUAGE CONNECTION

State the business terms of agreement: SIGN LANGUAGE INTERPRETIVE SERVICES

This agreement consists of the following documents: AGREEMENT FOR PROFESSIONAL SERVICES

Funding Source: COLLEGES Amount \$ VARIES

I have read and agree with the terms of this agreement:

By: [Signature] Date: 7/11/14
Area Manager/Supervisor

VICTORIA C. ROSARIO
(Print Name)

College VPA, DO, FM, Director
I approve as to Substance

By: _____ Date: _____
(Print Name)

General Services

By: [Signature] Date: 7/11/2014
Director, General Services

General Counsel (When necessary)

- Changes necessary as specified on the document or on the attached memorandum.
- Approved as to form.

By: _____ Date: _____
General Counsel

Los Rios Community College District

By: signed contract Date: _____
 Deputy Chancellor Vice Chancellor, Ed & Tech.

please return signed contract to [Signature]

AGREEMENT FOR PROFESSIONAL SERVICES
Access Language Connection

Sign Language Interpretive Services for Educational Settings

THIS AGREEMENT, made and entered into this 10th day of July, 2014, by and between Los Rios Community College District, a local agency, ("the DISTRICT"), and by and through its four Colleges—American River College, Cosumnes River College, Folsom Lake College, and Sacramento City College—and Access Language Connection, ("Vendor").

Check One: Sole Proprietorship _____ Partnership Corporation _____

Check One: U.S. Citizen Resident Alien _____ Non-resident Alien _____

(SSN or FIN No. must be provided for payment) 20-0737736

Are you now or have you been an employee of the District? Yes No _____

If yes, Date 2000 Location American River College

Are you related to an employee of the District? Yes _____ No

If yes, who Name of related employee _____

I. OVERVIEW

The DISTRICT's Disabled Student Program and Services (DSP&S) provides support services, specialized instruction, and educational accommodations to students with disabilities so that they can participate as fully and benefit as equitably from the college experience as their non-disabled peers. Among the many services provided is the delivery of interpreter services for hearing-impaired or deaf students. By this Agreement, the DISTRICT seeks professional interpretive services for deaf and hard of hearing students for classroom instruction, meetings, and other relevant District business held in various locations throughout our service area.

II. TERM

The term of this Agreement shall be one year commencing on July 1, 2014, and terminating on June 30, 2015. This Agreement may be renewed for one year on July 1 thereafter. Contract renewal will be based upon mutual written agreement between the DISTRICT and the Vendor, signed by both parties.

III. TERMINATION

The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Vendor. Upon notice of termination, Vendor shall immediately cease rendering services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all information prepared pursuant to this Agreement. In that event, DISTRICT shall pay Vendor only the following amounts: (A) the hourly rates for all those hours worked up to the notice of termination.

IV. SCOPE OF WORK

The Vendor will provide services described in Section V, Performance Specifications, at the times and at the locations requested by the DISTRICT in writing.

V. PERFORMANCE SPECIFICATIONS

A. Required Services

The Vendor will be responsible for providing the following services:

1. Provide interpreter services.
2. Provide interpreter services for deaf and hard-of-hearing individuals on an as-required basis that may include but are not limited to: meetings, trainings, classes, and field trips.
3. Interpret/transliterate responses from source language to target language and interpret/transliterate approximate or exact message of speaker into specified language, orally or by using sign language for hearing impaired/deaf.

4. Interpret or transliterate American Sign Language (ASL) into spoken language and interprets or transliterates from the spoken language to American Sign Language using the mode or means of communication style that is most appropriate for a student or group of students.
5. Meet as needed with other DSP&S staff to ensure services are appropriate and consistent.
6. Prepare for interpreting session by reviewing appropriate textbooks, notes, and/or videos. Listens to statements of speaker to ascertain meaning and reads written material.
7. Promote cross-cultural communication through an understanding of the Deaf/Hard of Hearing culture.
8. Adhere to established procedures at each college for checking in/out with the DSP&S office and/or maintains adequate records required to verify dates and hours of service.
9. Adhere to the Registry of Interpreters for the Deaf Inc. (RID) Code of Professional Conduct.
10. Accept assignments from authorized District personnel.
11. Place of performance for any professional service may be at any of the District locations.

B. Confidentiality and Ethics

In the course of performing services, the parties recognize that Vendor and its staff may come in contact with or become familiar with information to which the DISTRICT considers confidential. This information may include, but is not limited to, information pertaining to students. Vendor and its staff shall to keep all such information confidential and not discuss or divulge any information to anyone other than the appropriate designee of the DISTRICT. Vendor shall maintain complete confidentiality regarding any and all information being interpreted as well as transliterated or transcribed. Vendor must convey and disseminate all information in a timely manner, using the language most readily understood within each interpretive setting. Vendor shall not counsel, advise, or interject personal opinion into any aspect of interpretive or translation event.

C. Requirements

1. Certification

Vendor must provide certification for each of its interpreters of at least one of the following:

- a. National Association of the Deaf (NAD) Level 4
- b. Registry of Interpreters of the Deaf (RID) Certification of Interpretation (CI)
- c. RID Certification of Transliteration (CT)
- d. RID Oral Transliteration Certification (OTC)
- e. RID Comprehensive Skills Certificate (CSC)
- f. National Interpreter Certification (NIC)
- g. Education Interpreter Performance Assessment (EIPA) Level 4 Middle school/high school only

The DISTRICT will not accept from the agency any non-certified interpreters, interpreters with non-passing EIPA scores, or student interpreters at any time.

2. Scheduling

- a. Interpreters must be available 7:00 a.m. to 10:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturdays and Sundays.
- b. Vendor must provide twenty-four (24) hours notice of its cancellation of a scheduled assignment.

3. Billing

- a. Billing rate shall not exceed \$52 per hour/per interpreter.

- b. Billing increments shall not exceed 15 minutes after a 2-hour minimum.
- c. Vendor shall not charge differential fees (e.g. for daytime, evening, weekend hours).
- d. Vendor shall not charge the two-hour billing minimum if an interpreter is at the same District location assigned for more than one assignment that is back-to-back (i.e. 9:00-10:30 a.m.; 10:30-12:00 p.m. = 3 hours, not 4).
- e. Vendor shall not charge for travel, except that travel to locations other than a main campus and its centers that requires the interpreter to drive their own vehicle (e.g. field trips) shall be billed in 15 minute increments, or mileage paid following the Federal reimbursement schedule. Such travel requires prior approval by the DSP&S coordinator or supervising Dean.
- f. Vendor shall not charge last-minute/unapproved request fees.
- g. If a student does not show up to the assignment, Vendor shall charge the DISTRICT at one-half the rate of direct service.
- h. Vendor shall not charge for cancellations with 24 hour notice. Notice shall be given by telephone, email, or facsimile.
- i. Vendor shall not charge for work performed beyond the contracted time without specific written approval by authorized District personnel.
- j. Vendor shall not bill the DISTRICT for errors made by the Vendor (i.e. not cancelling in advance after receiving our notification) or its service providers (i.e. no-shows).
- k. Within thirty (30) days of completion of Vendor's services under this Agreement, Vendor shall submit to the DISTRICT a request for final payment. Each request for payment shall include all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the DISTRICT shall pay the Vendor within thirty (30) days thereof.

4. Other Requirements

- a. Vendor and its interpreters will comply with the DISTRICT's policies and procedures.
- b. Vendor and its interpreters shall have basic familiarity with various subject matter and classroom activity as taught by community colleges.
- c. Vendor and its interpreters shall have familiarity with culture of American deaf and hard-of-hearing persons.
- d. Vendor and its interpreters shall implement correct and proper English usage, vocabulary, and spelling.
- e. Vendor and its interpreters shall learn technical vocabulary of various technical disciplines from textbooks, handouts, and other materials.
- f. Vendor shall allow interpretive practitioner students to observe.
- g. Vendor and its interpreters shall accept re-assignment by the assigning authorized personnel if deemed necessary or in an assignment cancellation is received and acknowledged with a 24-hour period.

VI. CRIMINAL BACKGROUND CHECK AND TUBERCULOSIS SCREENING

- A. In accordance with Education Code section 88024, Vendor shall conduct a criminal background check of any of its personnel it intends to work at the DISTRICT or with the DISTRICT's students and shall provide written certification to the DISTRICT that those persons have not been convicted of a violent or serious felony as defined by statute, and does not have a criminal action pending upon charges of a commission of a violent or serious felony as defined by statute.
- B. Vendor shall also certify in writing that any of its personnel it intends to work at the

DISTRICT or with the DISTRICT's students have been tested and cleared of tuberculosis.

VII. INDEMNITY

- A. Vendor shall defend, indemnify, and save harmless the DISTRICT (defined for purposes of this paragraph to include its Board of Trustees, Trustees, officers, agents, members, employees, and volunteers, and each of them,) of and from any and all claims, demands, suits, causes of action, damages, penalties, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, or liability, property damage, personal injuries to (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death of persons, in law or in equity, of every kind and nature whatsoever arising out of, alleged to have arisen out of, or relating in any way to Vendor's negligence, recklessness, or intentional acts or omissions in the work to be performed under this Agreement.
- B. The DISTRICT shall defend, indemnify, and save harmless Vendor (defined for purposes of this paragraph to include its officers, agents, members, employees, and volunteers, and each of them,) of and from any and all claims, demands, suits, causes of action, damages, penalties, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, or liability, property damage, personal injuries to (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death of persons, in law or in equity, of every kind and nature whatsoever arising out of, alleged to have arisen out of, or relating in any way to the DISTRICT's negligence, recklessness, or intentional acts or omissions in the work to be performed under this Agreement.
- C. Where the fault of both parties is implicated by this indemnity clause, it is the intent of this document that both parties shall participate in the defense, indemnity, and hold harmless obligations in relation to their percentage of fault.

VIII. PROTECTION OF CONFIDENTIAL DATA

- A. Vendor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the DISTRICT may use the information, but only for the purposes for which the disclosure was made.
- B. **Definition:** Covered data and information (CDI) includes paper and electronic student education record information supplied by the DISTRICT to the Vendor.
- C. **Acknowledgment of Access to CDI:** Vendor acknowledges that the Agreement allows Vendor access to CDI.
- D. **Prohibition on Unauthorized Use or Disclosure of CDI:** Vendor agrees to hold CDI in strict confidence. Vendor shall not use or disclose CDI received from or on behalf of the DISTRICT except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the DISTRICT. Vendor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
- E. **Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return all CDI to the DISTRICT or, if return is not feasible, destroy any and all CDI. If the Vendor destroys the information, the Vendor shall provide the DISTRICT with a certificate confirming the date of destruction of the data.

- F. **Remedies:** If the DISTRICT reasonably determines in good faith that Vendor has materially breached any of its obligations under this contract, the DISTRICT, in its sole discretion, shall have the right to require Vendor to submit to a plan of monitoring and reporting; provide Vendor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the DISTRICT shall provide written notice to Vendor describing the violation and the action it intends to take.
- G. **Maintenance of the Security of Electronic Information:** Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the DISTRICT. These measures will be extended by contract to all subVendors used by Vendor.
- H. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Vendor shall, within one day of discovery, report to the DISTRICT any use or disclosure of CDI not authorized by this agreement or in writing by the DISTRICT. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by the DISTRICT.

IX. INSURANCE

During the entire term of this Agreement, Vendor shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall name the DISTRICT as additional insureds.

- A. **Minimum Scope of Insurance:** Coverage shall be:
1. **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 2. **Automobile Liability.** "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. **Workers' Compensation.** As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- B. **Other Provisions:** If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of Vendor's services under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. Vendor's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by the DISTRICT shall be in excess of Vendor's insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement,

Vendor shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, Vendor shall furnish copies of any and/or all of the required insurance policies.

X. EQUAL OPPORTUNITY

Vendor, for itself, its subcontractors, assignees and successors in interest, agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status, or citizenship. Vendor agrees to notify its subcontractors of the requirements of this section.

XI. COMPLIANCE WITH LAWS; ATTORNEYS FEES; SUCCESSORS

Vendor shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in the County where the work is performed. In any civil action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

XII. INTEGRATION, AMENDMENTS

This is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the parties. It shall be read as a whole. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties.

XIII. NOTICES

Any notices to parties required by this Agreement shall be delivered, faxed or mailed, U.S. First Class postage prepaid addressed as follows:

Los Rios Community College District
General Services
1919 Spanos Court
Sacramento, CA 95825

Phone: 916-568-3057
Fax: 916-286-3636

Access Language Connection
Access Language Connection
William Sylliaasen-Lee
P O Box 1658
Rancho Cordova, CA 95741

Phone: 916-541-2300
Fax: 916-358-9615 (Call First)

Notices of cancellation may be made by telephone at the above numbers. Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

XIV. ASSIGNMENT PROHIBITED

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

XIV. INDEPENDENT CONTRACTOR

Vendor (including Vendor's employees) is an independent contractor and no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. As an independent contractor, Vendor hereby agrees to indemnify and hold the DISTRICT harmless from claims by any of Vendor's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of

this Agreement or by reason of the nature and/or performance of any services under this Agreement. It is further understood and agreed by the parties hereto that Vendor, in the performance of its obligations hereunder, is subject to the control and direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Vendor for accomplishing such results. If, in the performance of this Agreement, any third persons are employed by Vendor, such persons shall be entirely and exclusively under the direction, supervision, and control of Vendor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Vendor. Except as the DISTRICT may specify in writing, Vendor personnel shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the DISTRICT to any obligations.

Los Rios Community College District

Access Language Connection

Date: 7/11/2014

Date: July 10th, 2014

By: Theresa Matista
Theresa Matista
Vice Chancellor, Finance and Administration

By: [Signature]
Vendor Signatory

this Agreement or by reason of the nature and/or performance of any services under this Agreement. It is further understood and agreed by the parties hereto that Vendor, in the performance of its obligations hereunder, is subject to the control and direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Vendor for accomplishing such results. If, in the performance of this Agreement, any third persons are employed by Vendor, such persons shall be entirely and exclusively under the direction, supervision, and control of Vendor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Vendor. Except as the DISTRICT may specify in writing, Vendor personnel shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the DISTRICT to any obligations.

Los Rios Community College District

Date: 8/1/14

By: Theresa Matista
Theresa Matista
Vice Chancellor, Finance and Administration

Sign Language Interpreting Services Agency, Inc.

Date: 7/29/14

By: [Signature]
Vendor Signatory



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CT
 DATE (MM/DD/YYYY)
 07/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C. H. Insurance Brokerage Services Co., Inc. 100 Madison St, Suite 100 Syracuse, NY 13202-2704 Gary Meyer		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ACCES-2	
INSURED Access Language Connection William Syllaasen P.O. Box 1658 Rancho Cordova, CA 95741		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ind Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHSD889820	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHSD889820	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
						\$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					WC STATU-TORY LIMITS OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		PHSD889820	01/01/2014	01/01/2015	Per Claim 1,000,000
						Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Folsom Lake College 10 College Parkway Folsom, CA 95630	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joseph Conventina</i>
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