

## Quick Caption Service Agreement

**THIS SERVICE AGREEMENT** dated this 16<sup>th</sup> day of July 2019.

### **BETWEEN:**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of  
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE  
(The "Customer")

**-AND-**

**Quick Caption**  
4927 Arlington Avenue, Riverside, CA 92504  
(The "Service Provider")

### **BACKGROUND:**

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of the Customer.
- B. The Service Provider is agreeable to providing services to the Customer, on the terms and conditions as set out in this Agreement.

**IN CONSIDERATION OF** THE MATTERS DESCRIBED ABOVE AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THE Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### **Engagement**

The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of American Sign Language interpreting for the Deaf and Hard of Hearing, and such other services as the Customer and the Service Provider may agree upon from time to time (other styles of sign language, i.e., CASE, PSE, SEE), or on-site real time captioning and the Service Provider hereby agrees to provide the services to the Customer.

### **Term of Agreement**

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect beginning July 16, 2019 until June 30, 2020 with the said term being capable of extension by mutual agreement of the parties.

### **Performance**

Service Provider will provide sign language interpretation/ on-site real-time captioning services to deaf persons in a variety of settings and on campus as requested by Customer and adhere to the terms of this Agreement.

### **Compensation**

For the services provided by the service provider under this Agreement, the Customer will pay to the service provider compensation in the following manner for Interpreting Services:

The Customer shall pay the Service Provider the total amount of \$70.00/hour with a two-hour minimum per interpreter for services. The need for two interpreters will be determined when courses exceed 2 hours and 5 minutes inclusive of a mandatory ten-minute break to be directed by the Customer. The Customer will pay to the service provider compensation in the following manner for Captioning Services: The Customer will pay the Service Provider the total of \$63.00/hour with a two-hour minimum per captionist for services. The need for two captionists will be determined at the time of customer request and used when agreed upon by both the Service Provider and Customer.

Any assignment over the two-hour minimum will be billed in fifteen-minute increments unless the Service Provider interpreter/captionist is late/later than the threshold of 2 hours, then will be billed for arrival time and not the 2-hour minimum.

### **Independent Contractor**

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

### **Modification or Termination of Agreement**

The Customer and or Service Provider may at any time for any reason terminate this agreement and compensate either party only for services rendered to the date of termination 30 days prior written notice by either party shall be sufficient to stop further performance of services. The notice shall be deemed given when received no later than three days after the date of mailing whichever is sooner.

Notices shall be sent to the RSCCD address, attention Vice Chancellor Business Operations/Fiscal Services with a copy of notice to the Santa Ana College DSPS Office attention Deaf and Hard of Hearing Services office. The DSPS/DHH Senior Interpreter will provide copies to our on campus partners, SCC DSPS and the Humanities and Social Sciences Division/ASL Department, etc.

### **Notices:**

#### **For Customer:**

Rancho Santiago Community College District  
Attn: Vice Chancellor, Business Operations & Fiscal Services  
2323 N. Broadway  
Santa Ana, CA 92706

With a copy to:

Santa Ana College  
DSPS office, attention Deaf and Hard of Hearing Services  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706

**For Service Provider:**

Quick Caption  
4927 Arlington Avenue  
Riverside, CA 92504

**Confidentiality Clause**

All work completed on behalf of Customer by Service Provider will be held confidential and confidentiality shall survive termination or expiration of Agreement.

**Additional Clauses**

Customer will strive to request interpreters from the Service Provider with seventy-two hours or more notice to ensure interpreters can be booked. This, however, does not guarantee an interpreter will be booked. **All cancellations made by Customer must be made to the Service Provider (Quick Caption) with forty-eight hours or more notice.** Customer will assume responsibility for payment should this cancellation be requested without proper notice.

Customer will assume payment responsibility should a student fail to attend an assignment in which an interpreter/captionist was requested. Customer may reassign a Service Provider interpreter/captionist dispatched for an assignment and exact time frame if original requested assignment is a no-show or late cancellation. Customer will not be held responsible to pay for service where an interpreter/captionist working for the Service Provider fails to "show up" for an assignment or refuses to be dispatched to an alternate assignment.

Extra time outside of requested assignment time needs to be "pre-approved" by Customer requesting entity. It will not be approved for a team of interpreters/captionists to both stay and bill for the extra time.

Service Provider interpreters/captionist shall wait the following time if no notification is given for an assignment where the student fails to show:

- 1 hour and 25 minute class, wait time = 20 minutes
- 2 hour and five minute class, wait time = 30 minutes
- 3 hours or more class, wait time = 1 hour

Services Provider interpreters/captionists shall communicate immediately to Service Provider after waiting allotted time to notify of the no-show.

Service Provider shall comply with all applicable federal, state and local laws, rules, regulations and ordinances including worker's compensation.

The Service Provider recognizes Customer's need for using only the most qualified interpreters/captionists in the delivery of said service and will utilize interpreters who possess a certification recognized and/or conferred by RID/NAD first and foremost. Service Provider will work cooperatively with Customer when determining if an interpreter is qualified for a particular class. All Service Provider contracted interpreters/captionists adhere to the Professional Code of Conduct set forth by RID.

Should an interpreter/captionist begin assignment and realize they are not qualified; the interpreter/captionist will be removed immediately and replaced expeditiously. At any time should customer deem any interpreter/captionist sent by Service Provider as non-qualified for an assignment, Customer shall notify Service Provider immediately and request a substitution.

### **Mutual Indemnification Clause**

Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers.

The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

### **Insurance**

Prior to commencing performance, Service Provider shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. **Commercial General Liability**

Comprehensive or Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate. The insurance shall be primary and non-contributory.

2. **Workers' Compensation and Employers Liability**

Workers' Compensation as required under California State Law. The Employers Liability limits shall be at least \$1,000,000 each item. **The vendor/contractor shall provide a waiver of subrogation.**

3. **Additional Requirements**

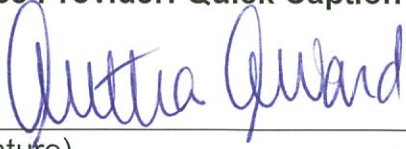
The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII or equivalent and be admitted in California. This can be amended by separate agreement by RSCCD.

The Rancho Santiago Community College District, its officers, agents, employees and volunteers shall be named as an *additional insured* on the Commercial General Liability policy, **documented by a written endorsement**, and the policy must provide for a thirty (30) *days advance written notice to the District of any modification, change, or cancellation of any insurance coverage*

THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

**Service Provider: Quick Caption**

**Customer: Rancho Santiago Community College District**



(Signature)

(Signature)



Antha Ward  
President – Quick Caption

Peter J. Hardash  
Vice Chancellor Business Operations/  
Fiscal Services

57-1183861  
(Tax ID Number)

(Date Signed)

7/16/19

8/25/19

(Date Signed)

**(Board Approval Date)**