

**PERRIS UNION HIGH SCHOOL DISTRICT**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as "District," and **Preferred Interpreting Service, LLC** hereinafter referred to as "Vendor" with an effective date as of the last date of signature.

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Vendor to **provide sign language interpreting for an individual student during the 2020-21 school year.**

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Vendor upon the terms and conditions set forth, and the Vendor hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The term of this Agreement for the period commencing **July 1, 2020**, and terminating **June 30, 2021**, unless terminated earlier pursuant to Section 15.

2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement: **Preferred 2020-21 Sign Language Interpreting Services Agreement**

3. **SCOPE OF WORK:** As directed by the District, the Vendor agrees to the following: **Provide an American Sign Language interpreter or instructional aide for an individual student.**

4. **DISTRICT DESIGNEE:** Vendor shall provide its Services and Products to **Amil Alzubaidi, Director of Special Education** ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.

5. **EXPENSES:** Vendor agrees and understands that some travel may be required, at Vendor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Vendor shall not invoice the District for travel time from home office to a District location.

The Vendor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. **SUBCONTRACTORS:** Vendor shall hire any subcontractors needed to provide the Services and/or Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Vendor's own resources and billings.

7. **INDEPENDENT CONTRACTOR:** Vendor shall be an independent contractor for District and not an employee. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind normally provided to employees of District, including but not limited to, state unemployment compensation or workers' compensation. Vendor assumes full responsibility for the acts and omissions of its employees or agents related to the Services contemplated by this Agreement. Vendor assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes, for employees performing the Services.

The Parties acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. The Parties agree that: (1) Vendor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Vendor's personnel shall only perform work that is outside the usual course of the District's function of educating children; and (3) Vendor's personnel shall be engaged in business independent of the District. Vendor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

8. **ASSIGNMENT:** Vendor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

9. **CONFIDENTIALITY:** Vendor and all personnel designated by Vendor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

10. **EXECUTION OF CONTRACT:** Vendor shall not commence providing Services and/or Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A". In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".

11. **INDEMNIFICATION:** Vendor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Vendor, its officials, officers, employees, agents, Vendors and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Vendor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

12. **DELIVERABLES:** The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Vendor until said Services and/or the Products are received by the District's Designee.

13. **FEE:** For Services and Products provided under the Agreement, the District will pay Vendor **\$61.25 (instructional asst) / \$71.25 (ASL Interpreter) per hour**, not to exceed **\$81,462.50**.

14. **PAYMENT TERMS:** Net 30 days upon receipt of invoice.

15. **TERMINATION:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Vendor. Said notice shall be in writing and shall be delivered to the addresses listed for the Vendor. District retains right to terminate this Agreement for convenience at any time. These termination rights include any event of school closure due to Force Majeure and/or events beyond the control of the District, when the goods or services contracted for are no longer needed during the period of school closure. Due to significant budgetary shortfalls, the District is not in a position to pay for goods and services that cannot be delivered, used, or rendered. Vendor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

16. **FORCE MAJEURE:** "Force Majeure" means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; (v) any Utility power outage at the Premises; (vi) a reasonably unanticipated action, delay or failure to act by a Governmental Authority, including a moratorium on any activities related to this Agreement.

17. **FISCAL YEAR:** Vendor understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Vendor continuously throughout the term irrespective of fiscal year, Vendor and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.

18. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

19. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding upon the successors and assigns of the parties.

20. **PERMITS & LICENSES:** Vendor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.

21. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

22. **COMPLIANCE:** Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or Products, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or Products. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Vendor shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Vendor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or Products assigned to them.

23. **RECORDS:** Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

24. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Vendors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Vendor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

25. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

26. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Vendor shall secure the payment of compensation to his employees.


27. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

28. **SEVERABILITY:** In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

*Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above:

**Preferred Interpreting Service, LLC**

  
Vendor Signature CODY R. FIRKS

P.O. Box 9582  
Address

SAN DIEGO CA 92169  
City State Zip

888-987-6309 cody@preferredintpservice.com  
Phone Email

**Perris Union High School District**

  
Dawn Bray

Director of Purchasing  
Title

6/30/20  
Date

ratification scheduled for Aug. 19, 2020  
Board Approval Date

## EXHIBIT "A"

### Insurance Requirements

- A. Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. Minimum Limits of Insurance. Vendor shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.
- D. Professional Liability. [INCLUDE IF APPLICABLE] Vendor shall procure and maintain, and require its sub-Vendors to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.
- E. Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:
- (1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.
  - (2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.
  - (3) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.
  - (4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.
- F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Vendor shall procure a bond guaranteeing

payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Vendor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.



# PREFERRED

— Interpreting Service —

P.O. Box 9582 • San Diego, CA 92169  
888-987-6309 • 858-997-2788 (Fax)

[www.preferredinterpretingservice.com](http://www.preferredinterpretingservice.com) • [service@preferredinterpretingservice.com](mailto:service@preferredinterpretingservice.com)

## Instructional Assistant Services Agreement

### Rates (Per Assistant):

- Weekday Daytime Rate (7:00 AM – 5:00 PM) - \$61.25.00 per hour
- Weekday Evening Rate (5:00 PM – 10:00 PM) - \$71.25 per hour
- Weekday Night Rate (10:00 PM – 7:00 AM) - \$81.25 per hour
- Weekends – Add \$10.00 per hour
- Federally Observed Holidays – Add \$20.00 per hour
- Legal or Emergency Medical – Add \$50.00 per hour
- Trilingual Assistance – Add \$20.00 per hour
- DeafBlind or Other Specialized Service – Add \$15.00 per hour
- Mileage – Reimbursed at Federal IRS Tax Rate
- Parking and/or Tolls – Reimbursed At Cost

### Terms and Conditions:

- **Minimum Charge and Billing Increments:** A minimum charge of two (2) hours per assistant will be applied to any request. After 2 hours, any portion of an hour will be billed in half-hour increments. Charges for special services or circumstances are in addition to the standard rates.
- **Cancellation Policy:** Any request cancelled less than 24 hours in advance will be billed for the service as requested according to the terms and conditions of this agreement. If more than two hours has been reserved, the billing will be for the entire reservation, not just the two hour minimum. Payment is required even if the person for whom the service is being provided fails to appear for the appointment.
- **Team Assisting:** For occupational safety and effective communication, appointments lasting more than one hour may require more than one assistant. The number of assistants assigned depends on the nature of the request and will be determined by the coordinating staff of Preferred Interpreting Service, LLC. If the number of assistants assigned differs from what is requested, Preferred Interpreting Service, LLC will communicate with the requester prior to the appointment. PLEASE NOTE: If a single assistant covers an appointment where a team should have been provided, the customer will be charged **time and half** the rates noted above.
- **Billing and Payment:** Invoices are due upon receipt. A 3% surcharge will be added to any payments made by credit card. A late charge of \$35.00 or 2% of balance, whichever is greater, is applied after each and every recurring 30 days there is a remaining balance. Invoices unpaid after 90 days will be sent to collections.

### Agreement Acknowledgement:

Company Name: \_\_\_\_\_ Attn: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Preferred Invoice Method:  Mail  E-mail  Purchase Order #: \_\_\_\_\_

Credit Card: Type: \_\_\_\_\_ Number: \_\_\_\_\_ Exp.: \_\_\_\_\_ CVC: \_\_\_\_\_

*The authorized agent signing below has read and agrees on behalf of the above named to be bound by the rates as stated above:*

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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— Interpreting Service —

P.O. Box 9582 • San Diego, CA 92169

888-987-6309 • 858-997-2788 (Fax)

[www.preferredinterpreting.com](http://www.preferredinterpreting.com) • [service@preferredinterpreting.com](mailto:service@preferredinterpreting.com)

## Sign Language Interpreting Services Agreement

### Rates (Per Interpreter):

- Weekday Daytime Rate (7:00 AM – 5:00 PM) - \$71.25 per hour
- Weekday Evening Rate (5:00 PM – 10:00 PM) - \$81.25 per hour
- Weekday Night Rate (10:00 PM – 7:00 AM) - \$91.25 per hour
- Weekends – Add \$10.00 per hour
- Federally Observed Holidays – Add \$20.00 per hour
- Legal or Emergency Medical – Add \$50.00 per hour
- Trilingual Interpreting – Add \$20.00 per hour
- Deaf-Blind or Other Specialized Service – Add \$15.00 per hour
- Mileage – Reimbursed at Federal IRS Tax Rate
- Parking and/or Tolls – Reimbursed At Cost

### Terms and Conditions:

- **Minimum Charge and Billing Increments:** A minimum charge of two (2) hours per interpreter will be applied to any request. After 2 hours, any portion of an hour will be billed in half-hour increments. Charges for special services or circumstances are in addition to the standard rates.
- **Cancellation Policy:** Any request cancelled less than 24 hours in advance will be billed for the service as requested according to the terms and conditions of this agreement. If more than two hours has been reserved, the billing will be for the entire reservation, not just the two hour minimum. Payment is required even if the person for whom the service is being provided fails to appear for the appointment.
- **Team Interpreting:** For occupational safety and effective communication, appointments lasting more than one hour may require more than one interpreter. The number of interpreters assigned depends on the nature of the request and will be determined by the coordinating staff of Preferred Interpreting Service. If the number of interpreters assigned differs from what is requested, Preferred Interpreting Service will communicate with the requester prior to the appointment. PLEASE NOTE: If a single interpreter covers an appointment where a team should have been provided, the customer will be charged **time and half** the rates noted above.
- **Billing and Payment:** Invoices are due upon receipt. A 3% surcharge will be added to any payments made by credit card. A late charge of \$35.00 or 2% of balance, whichever is greater, is applied after each and every recurring 30 days there is a remaining balance. Invoices unpaid after 90 days will be sent to collections.

### Agreement Acknowledgement:

Company Name: \_\_\_\_\_ Attn: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Preferred Invoice Method:  Mail  E-mail  Purchase Order #: \_\_\_\_\_

Credit Card: Type: \_\_\_\_\_ Number: \_\_\_\_\_ Exp.: \_\_\_\_\_ CVC: \_\_\_\_\_

*The authorized agent signing below has read and agrees on behalf of the above named to be bound by the rates as stated above:*

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**PREFERRED**

*Interpreting Service*

**Perris Union High School District**

**American Sign Language  
Interpreting Services**

**Preferred Interpreting Service, LLC**

P.O. Box 9582

San Diego, CA 92169

(888) 987-6309

(858) 997-2788 Fax

[service@preferredinterpretingservice.com](mailto:service@preferredinterpretingservice.com)

[www.preferredinterpretingservice.com](http://www.preferredinterpretingservice.com)



**PREFERRED**  
— Interpreting Service —

## Offeror's Representative

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**Company Name:** Preferred Interpreting Service, LLC

**Contact Name and Title:** Cody Firks  
Owner

**Mailing Address:** P.O. Box 9582  
San Diego, CA 92169-0582

**Phone:** 888-987-6309

**Fax:** 858-997-2788

**Email:** [cody@preferredinterpretingservice.com](mailto:cody@preferredinterpretingservice.com)

**Website:** [www.preferredinterpretingservice.com](http://www.preferredinterpretingservice.com)



**Preferred Interpreting Service, LLC** was established in San Diego, California in 2015 as a referral agency for sign language interpreting services and other accommodations for Deaf and Hard of Hearing persons. The goal of the agency is to serve as a cost-effective resource for certified and highly skilled interpreters. Our agency can provide comprehensive support services including on-site interpreting, video remote interpreting (VRI), communication access Realtime translation (C.A.R.T.) captioning or transcribing, and document translation. The agency is owned by Cody R. Firks, operates as a Limited Liability Corporation, and is certified as a small business in the State of California and a Non-public Agency with the State of California Department of Education. Our ability to provide prompt and personal attention is a testament to the unparalleled service we provide to our customers. Our coordinating system is established to provide you with a way to contact a member of our coordinating staff **7 days a week / 24 hours a day** – ensuring that you will receive a prompt response when contacting our agency.

Preferred Interpreting Service, LLC supports the provision of accommodations to ensure effective communication for persons according to the Americans with Disabilities Act (ADA). We are aware of the cost and burden placed on businesses and other organizations such as the Perris Union High School District to provide these accommodations. Our coordination philosophy and approach are designed to equip our customers with the ability to provide these accommodations in the **most cost-effective way possible** without compromising the quality and skill of the interpreters or other service providers assigned.

The foundation of Preferred Interpreting Service, LLC and the ability to serve our customers is our online scheduling platform, **Interpreter Intelligence**. This amazing program will save your organization time and money by streamlining the process of requesting and overseeing accommodations for your Deaf and Hard of Hearing clientele. The system is accessed online through a web browser and provides our customers with the ability to submit their requests directly to our coordinating staff and manage the request through the entire process from start to finish. Requesters are assigned a unique username and password to log-in directly to the system and are also able to receive automatic email notifications when their appointment requests are assigned to an interpreter as well as other important notifications. Administrators can have access to summary and usage reports and billing information to help manage their services. The system supports our high level of customer service by providing requesters with the ability to provide submit interpreter evaluations and feedback after each appointment. It is HIPAA compliant ensuring that all information managed within is kept secure and confidential. Your representatives can concentrate their time and energy on other matters. Less time is required to follow-up, confirm, and manage requests for accommodations. Therefore, Preferred Interpreting Service, LLC becomes an important partner in supporting the efficiency of your operations.

A valuable feature of our service is the support program known as **Preferred: Promptly**. This program was designed to meet the needs of our customers who have emergency or last-minute requests at any time of day, 7 days a week and 365 days a year. Our email and phone voice mail are monitored after-hours to alert our coordinating staff of an emergency or last-minute need. A designated representative is assigned to process these requests providing our customers with the confidence their request will be answered in a timely manner no matter when it is received.

Preferred Interpreting Service, LLC is respected by the Deaf community. Deaf persons may specifically ask for their interpreters to be provided through Preferred Interpreting Service, LLC for a variety of reasons. Our interpreters are known for their skill and professionalism, so Deaf persons are confident that the interpreters will be ethical, and the interpretation will be accurate. Our agency is an organizational member of several professional organizations, such as the Registry of Interpreters for the Deaf (RID), supporting the high level of professionalism outlined for interpreters by these organizations. Preferred Interpreting Service is a key supporter

of the Deaf community by sponsoring local efforts and its administrative staff is often present at community events. The agency honors the tenets of RID by offering pro-bono services where appropriate. Our visibility in the community helps to strengthen the trust and confidence of our customers and those they serve.

Preferred Interpreting Service, LLC is based out of San Diego, CA and was established on July 31, 2015, becoming a Limited Liability Corporation in the State of California on 11/13/18 (File No. 201831910238). The agency is certified as a small business in the State of California (Certification #2017429) and a Non-public Agency by the State of California Department of Education (Certificate #1A-37-207). All work is handled remotely and therefore the agency does not require a physical office for operations. In general, the days and hours of operation are Monday – Friday from 7:00 AM – 5:00 PM; although all phones and emails are monitored for after-hours needs. By submitting this response, Preferred Interpreting Service, LLC certifies that it can and will continue to meet all terms and conditions for operating a business in the city and county San Diego, California, where it is headquartered. In addition, this response certifies that the agency is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency.

Preferred Interpreting Service, LLC consists of the following administrative staff:

- **Cody R. Firks, Owner** - Cody has worked with Deaf and Hard of Hearing persons since 1997 and has personally coordinated sign language interpreting services since 2009 in a variety of settings. During this time, he has been trained and has worked beside some of the most experienced coordinators in the field of sign language interpreting. He is an associate member of the Registry of Interpreters for the Deaf (RID) and maintains membership in several local chapters of this organization as well. He has served as a member of the Coordinators Advisory Network since 2012, a networking group made up of coordinators and administrative personnel from various colleges, universities, and other organizations. This group meets on a quarterly basis and provides its members with a way to network and learn from each other in how interpreting and captioning services can be provided in an efficient way. This background and experience provide him with the knowledge of managing services in the specialized arena of K-12 education.
- **Matthew Walton, Administrative Assistant** – Matthew joined Preferred Interpreting Service, LLC in January 2019 and has since served as a valuable part of the team with scheduling and other administrative duties. His pleasant demeanor and interest in customer and interpreter welfare are evident as he responds to various needs that are encountered on a day to day basis. Matthew is typically the main point of contact to manage customer service inquiries.
- **Elizabeth Haskins, Accounts Manager** – Elizabeth became a member of the Preferred team in March 2020. Her duties include overseeing matters related to accounts payable and receivable. She stands ready to assist and will ensure customers and interpreters receive a positive experience when working with our agency even after the services have been provided.

Services are coordinated using computer software and the latest technology and communication devices for efficient operations. Interpreting personnel is comprised of freelance interpreters, persons acting as independent contractors, and Preferred Interpreting Service, LLC serves as a coordinator of their services. Nationwide, more than 900 freelance interpreters are registered in our system, of which 69 locally meet the requirements of the California Department of Education. These interpreters work closely with the agency to follow internal policies and procedures as well as requirements set forth by the customers with whom we work.

Preferred Interpreting Service, LLC delivers quality service in a timely manner. An **important aspect of the quality of our service** is our quick response to requests. Email and voice mail are monitored after-hours, 24 hours a day and 7 days a week, ensuring that all requests or correspondence are addressed in a quick and comprehensive way. We are a service provider and **customer satisfaction is a priority**. Requesters can easily submit requests in a variety of ways - over the phone, by email, an electronic version of our Service Request Form found on our website, or directly to Interpreter Intelligence, our online scheduling platform. Our coordinating staff will work with your representatives to determine the most convenient mode of communication for your circumstances. When contacting our office by phone, a professional business phone system will connect your

call to our coordinating staff. In the event a live person is not able to answer, the voice mail message will be transmitted to the support staff via email, ensuring a timely response.

All interpreters provided by Preferred Interpreting Service, LLC to the Perris Union High School District will hold current certification administered by organizations such as the Registry of Interpreters for the Deaf, Inc. (RID) or an equivalent as recognized by the California State Department of Education (CDE) at a level 4.0 or above. By holding certification, the interpreter has demonstrated skill and competency in American Sign Language (ASL) and spoken English and the ability to interpret between these two languages. As certified interpreters, these persons are professional, qualified, and highly skilled service providers who are familiar and experienced with the unique circumstances of interpreting for Deaf and Hard of Hearing persons. For example, the mode of communication for signing individuals can vary greatly. Some may communicate using ASL, others may use Pidgin Signed English (PSE), Conceptually Accurate Signed English (CASE), Manually Coded English (MCE), or another version of signed communication. In any case, certified interpreters have demonstrated the tested ability to interpret or transliterate between spoken English and the modes of signed communication previously mentioned, maintaining adequate English syntax, grammar, and semantics to ensure effective communication. In addition, Preferred Interpreting Service, LLC can provide interpreters with specialized skills, such as trilingual interpreters (persons who can communicate between English, ASL, and a third language such as Spanish) or tactile interpreters who have special training for working with persons who are DeafBlind. In some situations, a Certified Deaf Interpreter (CDI) may be assigned to assist, or team with the hearing interpreter. Appointments where a CDI may be necessary include situations involving a person who is from a different country. Sign language is not universal, so a person from a different country might communicate with their country's native signed language, such as Mexican Sign Language (LSM). A CDI might also be helpful with someone who is DeafBlind or Highly Visually Oriented (HVO), which means they have limited formal language exposure and do not use a formal sign language, but may communicate primarily through gestures and informal signs created within their household or other visual cues. A CDI is typically a native signer and is specially trained with a specific skill set when communicating with international signers or persons who are HVO. Regardless of the mode of sign language used, it is the job of Preferred Interpreting Service, LLC to match the request with the most qualified interpreter available for a person's specific language needs. Our interpreters are experienced with providing effective communication in situations encountered in the K-12 educational setting and are aware of the unique vernacular and circumstances encountered while interpreting in this field.

Interpreters provided by Preferred Interpreting Service, LLC will maintain complete confidentiality regarding all information being interpreted or transliterated. They will adapt to the setting to which they are assigned to achieve effective communication between the participants in the respective setting. Interpreters will not counsel, advise, or interject opinion into any aspect of the interpretive or translation event.

Preferred Interpreting Service, LLC shall perform the services requested in conformance with any and all established Federal, State, and local government standards, rules, regulations, and/or licensing requirements, such as the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Records and Privacy Act (FERPA), and will comply with internal policies and procedures set forth by the Perris Union High School District. For example, interpreters will be cleared in the specific following ways:

- Interpreters will undergo a criminal background investigation prior to working with the agency. This gives our customers confidence that the interpreters being utilized for their work are upstanding citizens. Each month, a report is provided by the Department of Justice to our agency. This report includes flagged items pertaining to the interpreter's standing with the law. Flagged items may prevent the interpreter from working through the agency.
- Interpreters will have been verified with a clear TB test taken within the last four (4) years.

Our online scheduling program, Interpreter Intelligence, requires a unique username and password to access the information being handled, ensuring the protection and security of our customer and client's confidential information. Using this program, we can select the most qualified interpreter available for an appointment. In this way, Preferred Interpreting Service, LLC helps our customers to comply with the American with Disabilities Act

(ADA), while at the same time considering the unique preferences and language needs of the Deaf participants. An interpreter's qualification is determined by three main categories:

1. **Certification** – All interpreters provided by Preferred Interpreting Service, LLC will meet the minimum certification requirements. As a matter of practice, our agency utilizes interpreters who hold current certification as administered by the Registry of Interpreters for the Deaf (RID). This national membership organization, established in 1964, plays a leading role in advocating for excellence in the delivery of interpretation and transliteration services between people who use sign language and people who use spoken language. Interpreters may also hold other professional certifications recognized in the field of sign language interpreting, such as the Educational Interpreters Performance Assessment (EIPA) administered through Boys Town National Research Hospital. Certified interpreters are tested to demonstrate competency in American Sign Language and English as well as the ability to interpret between these two modes of communication. RID sets the bar for sign language interpreters as the leading national organization for sign language interpreters by providing the following three aspects of membership:

- I. **Certification Programs** – According to the RID website, these programs strive to maintain strict adherence to nationally recognized testing industry standards of validity, reliability, equity, and legal defensibility. Interpreters holding current certification administered by RID have successfully passed the certification process, which includes the administration of a separate written and performance exam. Together, these exams test the knowledge, skills, and abilities in relation to the interpreting process. By passing both exams, the interpreter demonstrates competency in ASL and English as well as their ability to interpret between the two languages and is awarded certification. A list of certifications currently recognized by RID and more information on their certification programs can be found on the RID website at the following link: <http://rid.org/education/testing/index.cfm/AID/44>
- II. **Certified Maintenance Program (CMP)** – In order to maintain certification, interpreters must follow the RID CMP. This program requires interpreters to complete **eighty (80) contact hours** of continuing education with a **four-year cycle** through approved programs. This continuing education helps interpreters to improve their linguistic, professional, and cultural competency skills. Approved programs are offered in a variety of settings and topics, often focusing on the K-12 educational setting. In the event an interpreter does not complete the required continuing education units within the allotted cycle, their certification can be considered invalid, requiring them to start the process of certification from the beginning by re-testing. Information on the RID's Certified Maintenance Program can be found on the RID website at the following link: [http://www.rid.org/education/maintain\\_certification/index.cfm](http://www.rid.org/education/maintain_certification/index.cfm)
- III. **Ethical Practices System (EPS) and NAD-RID Code of Professional Conduct (CPC)** – According to RID, the EPS and the NAD-RID CPC provide guidance and enforcement of professionalism and conduct. The CPC is a document developed by professionals in the field of sign language interpreting. It outlines seven key tenets which act as guiding principles that a reasonable interpreter would be expected to follow, namely that an interpreters is to 1) adhere to standards of confidential communication, 2) possess the professional skills and knowledge required for the specific interpreting situation, 3) conduct themselves in a manner appropriate to the specific interpreting situation, 4) demonstrate respect for consumers, 5) demonstrate respect for colleagues, interns, and students of the profession, 6) maintain ethical business practices, and 7) engage in professional development. To maintain certification, an interpreter is expected to follow these tenets and are subject to discipline if they fail to do so, up to and including the loss of their certification. The CPC expects an interpreter to render the message faithfully and accurately and to decline or remove themselves from an assignment if they are unable to interpret the message appropriately. If a person involved in an appointment with a RID certified interpreter believe the interpreter has violated one of these tenets or acted unethically or inappropriately, they are able to file a complaint against the interpreter with RID through the EPS. This system provides a formal grievance process through which complaints can be filed. As a matter of

practice, Preferred Interpreting Service, LLC will not utilize an interpreter who has violated the CPC.

**NOTE: The RID Code of Professional Conduct has been included at the end of this response for your convenience and review.**

- 2. Education** – To support the professionalism and skill of the interpreters they certify, RID maintains minimum educational requirements for an interpreter to become certified. As of July 1<sup>st</sup>, 2012, interpreters newly certified by RID are required to hold the **equivalency of a bachelor's degree**. Although there was no minimum education requirement for RID certification prior to July 1<sup>st</sup>, 2009, studies show that most interpreters certified by RID have college degrees. In general, professional interpreters begin their careers after completing a **two-year or four-year Interpreter Training Program (ITP)**.

An interpreter's education will determine if they are qualified for an assignment. Preferred Interpreting Service, LLC will note an interpreter's level of education as part of their initial screening process. This information is easily accessed using our scheduling platform, Interpreter Intelligence, and helps our coordinating staff decide which available interpreter is most qualified for an assignment. An interpreter's education is constantly being improved through workshops and trainings associated with the RID CMP. Many of these workshops or trainings are focused on topics related to the field of K-12 education.

- 3. Experience** – Each interpreter's experience is unique and may contribute to their qualification for an assignment. The interpreter may be a child of a Deaf adult (CODA), meaning that one or both of their parents is Deaf and American Sign Language is their native language. Prior to becoming an interpreter, they may have worked in the profession related to appointments that will be encountered in the K-12 setting. The interpreter may specialize in a certain aspect of the interpreting field, such as the medical, educational, or legal setting. An interpreter may have prior experience working with a Deaf client and may even be requested by the Deaf participant as a preferred interpreter.

When an interpreter registers with Preferred Interpreting Service, LLC, they are asked to provide a copy of their certification for verification purposes. A copy of the interpreter's certification can be provided upon request. Certification can also be verified in other ways. If the interpreter is certified by the Registry of Interpreters for the Deaf (RID), their membership card lists their certification. A letter of verification from RID may also serve as an acceptable form of verification. In any case, the best way to verify an RID interpreter's **current** certification status is directly from the RID website at the following link: <https://myaccount.rid.org/Public/Search/Member.aspx>

Preferred Interpreting Service, LLC is experienced with providing services in the K-12 and post-secondary educational setting and the priority is student success. For example, we currently provide services for other large educational institutions such as **Sweetwater Union High School District, Inspire Charter Schools, San Diego State University, National University, California State University San Marcos, and the Los Angeles Community College District**. Typically, the same team of interpreters will be assigned to a class, ensuring consistency for the student and the classroom instructor, minimizing the number of different persons being utilized for this work. Our administrative staff will work closely with the classroom instructor or other support staff and representatives of Perris Union High School District, perhaps attaining text books or other source materials that may be considered to help the interpreters be prepared to the best extent possible. Our administrative staff may observe a certain classroom setting, to ensure that services are being provided in the most effective way possible. Other aspects of the educational setting may need to be addressed, for example our interpreters may have received specialized training on how to handle an active shooter or lock-down situation that may unfortunately be encountered. Thus, Preferred Interpreting Service, LLC becomes a valuable member of the Perris Union High School District team to ensure student success.

Sign Language interpreters will be provided by Preferred Interpreting Service, LLC according to the following process:

- **Request Submitted by Perris Union High School District Representative.** There are several ways customers can request interpreters through Preferred Interpreting Service, LLC, making the request

process easily accessible, adaptable, and user friendly. Requesters of established customers can be assigned a username and password to enter their request directly into our online scheduling platform, Interpreter Intelligence. Requests can also be submitted through our website using the simple electronic version of our Service Request Form, found at the following link:

<http://www.preferredinterpretingservice.com/service-request/>

Preferred Interpreting Service, LLC is also prepared to process requests by:

- Phone: 888-987-6309
  - Fax: 858-997-2788
  - Email: [service@preferredinterpretingservice.com](mailto:service@preferredinterpretingservice.com)
- **Request Processed by Preferred Interpreting Service, LLC.** When a request is received, the information is reviewed to ensure that all necessary information is provided. Requests are processed using our online scheduling platform, Interpreter Intelligence. Each request is assigned with a unique reference number for easy tracking throughout the request process. When a single request has multiple dates or is ongoing, each session is assigned with a unique number so that each specific occurrence can be easily identified and referenced.

In general, it is recommended that a request is submitted as soon as the need for interpreting services is identified. Usually two weeks will allow enough time to secure an interpreter. In the event a request is made for a same day appointment, Preferred Interpreting Service, LLC will respond as quickly as possible. Since the interpreter's availability is dependent on the nature and location of the assignment, it is recommended that requesters allow for a reasonable amount of time for our staff to respond to the request.

- **Interpreter(s) Assigned.** In every instance, Preferred Interpreting Service, LLC will assign the most qualified interpreter available. Profiles for each interpreter are created in our online scheduling platform, Interpreter Intelligence. Using this platform, our coordinating staff can identify qualified interpreters who are available and located in the immediate vicinity of the requested service location. Primary qualifying factors considered include certification, education, and experience. In addition, the system will show the interpreter's distance from the job location, so that travel time or any related expenses are minimized. One or more interpreters may be queried for an assignment. They receive an email notification informing them of the availability of the assignment. From there, they can securely log-in to Interpreter Intelligence to review basic details regarding the potential assignment to either accept or decline the assignment. If the interpreter accepts, the system assigns the job to their profile and further details needed to successfully provide the interpreting assignment including the reference number, date, time and duration of the assignment, nature of request, location of assignment, names of individuals involved, the name of any other interpreters assigned, and any other relevant details provided by the requester.

In the event a request is to cover a long-term or ongoing assignment, such as a class for the duration of the semester, every effort will be made to assign a consistent person or team for as many sessions as possible. This approach aims to strengthen student success by minimizing the number of different persons coming in and out of the classroom.

Preferred Interpreting Service, LLC works for you by ensuring that each request is staffed with the appropriate number of qualified interpreters. In some circumstances, more than one interpreter may be necessary, and a team of interpreters would be assigned. Team interpreting reduces the risk of injury to the interpreter and ensures effective communication. Typically, a team of interpreters is assigned when an appointment is expected to have constant communication for more than one hour or if several participants will be involved. When working with Deaf individuals classified as Highly Visually Oriented (HVO), a Deaf Interpreter may be assigned to assist as a team in the interpreting process.



When an interpreter is assigned, the requester will receive a confirmation, so they know the job is covered. Confirmations are primarily provided by email but can also be provided over the phone or fax if necessary. Interpreter Intelligence complies with all Federal, State, and local laws as well as Perris Union High School District policies and procedures related to client confidentiality including the Health Insurance Portability and Accountability Act (HIPAA) of 1996. As such, all information, records, and files received and maintained by Preferred Interpreting Service, LLC are stored accordingly.

- **Track Status or Make Changes to a Request.** Interpreter Intelligence keeps requesters up to date on the status of their request. At any time, a requester can log-in to the system to see a list of active requests and by way of filters and a simple color code system, easily determine if their request is covered or uncovered. Requesters can cancel or make changes to the request by communicating directly with Preferred Interpreting Service, LLC coordinators by email, phone, or fax. A charge for the service may apply if a cancellation is received within the time frame outlined in the terms and conditions of the service agreement. These user-friendly processes reduce the amount of time your representatives spend following up, confirming, and managing requests. In this way our agency becomes an important partner to your organization by **saving you time and money.**

In the rare event an interpreter is sick or is not be able to make it to an appointment; Preferred Interpreting Service, LLC will first attempt to assign a replacement interpreter so that there is no interruption of service. If a replacement cannot be found, Preferred Interpreting Service, LLC will notify the requester by phone or email and will continue to communicate with the representative until a replacement is arranged. If a replacement is not available, as much notice as possible will be provided. Due to unforeseen circumstances, a minimum notice cannot be guaranteed, but Preferred Interpreting Service, LLC assures you that all available options will be exhausted before an assignment goes uncovered.

- **Interpreting Services Provided.** Interpreters are expected to provide services according to the details provided by the requester. Interpreters provided through Preferred Interpreting Service, LLC are known for their **skill and professionalism.** Interpreters are expected to be on-site and ready to interpret fifteen minutes before a scheduled appointment start time. An interpreter is considered "late" if they are not on-site ready to interpret by the appointment start time. If the interpreter foresees that they may be late to the appointment, they are expected to contact Preferred Interpreting Service, LLC immediately. Our coordinating staff would then contact the requester to alert them of the situation. Depending on circumstances, a replacement interpreter may be arranged to ensure there is no disruption of service.

When services are provided through video remote means, the interpreter and requester will each receive a link by email which is used to connect to each other online through interpreter intelligence. This interface is easily accessed through the internet and does not require any additional programs or apps to be downloaded, providing a user-friendly interface for all participants.

In the event an interpreter does not show, a representative of Perris Union High School District should contact Preferred Interpreting Service, LLC immediately. An effort will first be made to contact the missing interpreter to determine the situation. If the interpreter is successfully contacted and expects to arrive within a reasonable amount of time, Preferred Interpreting Service, LLC will communicate an updated estimated time of arrival. If the missing interpreter cannot be reached successfully, we will immediately work on finding a replacement interpreter.

Preferred Interpreting Service, LLC shall remove and replace any assigned interpreter deemed unacceptable by the Perris Union High School District at the completion of the most current shift. Interpreters deemed unacceptable by the customer shall not be assigned to any future assignments under this agreement.

- **Invoice Submitted for Services Rendered.** Once services have been rendered, Preferred Interpreting Service, LLC will submit an invoice according to the terms and conditions of the service agreement. Invoices are produced using QuickBooks, are easy-to-read, and can be customized to details necessary

for processing of payment. Invoices are produced directly from Interpreter Intelligence assuring the customer that all information is accurate.

- **Customer Satisfaction Assured Through Feedback Process and Complaint Procedure.** The goal of Preferred Interpreting Service, LLC care is to provide quality interpreting services resulting in customer satisfaction. Once services have been rendered, Interpreter Intelligence provides a platform for requesters to submit feedback regarding their experience and satisfaction. This allows for a non-confrontational way for individuals to express themselves without feeling uncomfortable or pressured to report favorably if they are unsatisfied. Administrators review feedback to determine if any changes can be made to improve the way our services are provided.

The knowledge and experience of the administrative staff and the skill and professionalism of our interpreters and other service providers demonstrates that Preferred Interpreting Service, LLC is ready to meet the needs of the Perris Union High School District. This response is intended to provide a brief yet comprehensive overview of our ability to provide you with a high level of customer care. We hope to have the opportunity to work with you and appreciate your consideration of our agency.



## CODE OF PROFESSIONAL CONDUCT

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## NAD-RID CODE OF PROFESSIONAL CONDUCT

### Scope

The National Association of the Deaf (NAD) and the Registry of Interpreters for the Deaf, Inc. (RID) uphold high standards of professionalism and ethical conduct for interpreters. Embodied in this Code of Professional Conduct (formerly known as the Code of Ethics) are seven tenets setting forth guiding principles, followed by illustrative behaviors.

The tenets of this Code of Professional Conduct are to be viewed holistically and as a guide to professional behavior. This document provides assistance in complying with the code. The guiding principles offer the basis upon which the tenets are articulated. The illustrative behaviors are not exhaustive, but are indicative of the conduct that may either conform to or violate a specific tenet or the code as a whole.

When in doubt, the reader should refer to the explicit language of the tenet. If further clarification is needed, questions may be directed to the national office of the Registry of Interpreters for the Deaf, Inc.

This Code of Professional Conduct is sufficient to encompass interpreter roles and responsibilities in every type of situation (e.g., educational, legal, medical). A separate code for each area of interpreting is neither necessary nor advisable.

### Philosophy

The American Deaf community represents a cultural and linguistic group having the inalienable right to full and equal communication and to participation in all aspects of society. Members of the American Deaf community have the right to informed choice and the highest quality interpreting services. Recognition of the communication rights of America's women, men, and children who are deaf is the foundation of the tenets, principles, and behaviors set forth in this Code of Professional Conduct.

### Voting Protocol

This Code of Professional Conduct was presented through mail referendum to certified interpreters who are members in good standing with the Registry of Interpreters for the Deaf, Inc. and the National Association of the Deaf. The vote was to adopt or to reject.

### Adoption of this Code of Professional Conduct

Interpreters who are members in good standing with the Registry of Interpreters for the Deaf, Inc. and the National Association of the Deaf voted to adopt this Code of Professional Conduct, effective July 1, 2005. This Code of Professional Conduct is a working document that is expected to change over time. The aforementioned members may be called upon to vote, as may be needed from time to time, on the tenets of the code.

The guiding principles and the illustrative behaviors may change periodically to meet the needs and requirements of the RID Ethical Practices System. These sections of the Code of Professional Conduct will not require a vote of the members. However, members are encouraged to recommend changes for future updates.

### Function of the Guiding Principles

It is the obligation of every interpreter to exercise judgment, employ critical thinking, apply the benefits of practical experience, and reflect on past actions in the practice of their profession. The guiding principles in this document represent the concepts of confidentiality, linguistic and professional competence, impartiality, professional growth and development, ethical business practices, and the rights of participants in interpreted situations to informed choice. The driving force behind the guiding principles is the notion that the interpreter will do no harm.

When applying these principles to their conduct, interpreters remember that their choices are governed by a "reasonable interpreter" standard. This standard represents the hypothetical interpreter who is appropriately educated, informed, capable, aware of professional standards, and fair-minded.



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## CODE OF PROFESSIONAL CONDUCT

### Tenets

1. Interpreters adhere to standards of confidential communication.
2. Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
3. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
4. Interpreters demonstrate respect for consumers.
5. Interpreters demonstrate respect for colleagues, interns, and students of the profession.
6. Interpreters maintain ethical business practices.
7. Interpreters engage in professional development.

### Applicability

- A. This Code of Professional Conduct applies to certified and associate members of the Registry of Interpreters for the Deaf, Inc., Certified members of the National Association of the Deaf, interns, and students of the profession.
- B. Federal, state or other statutes or regulations may supersede this Code of Professional Conduct. When there is a conflict between this code and local, state, or federal laws and regulations, the interpreter obeys the rule of law.
- C. This Code of Professional Conduct applies to interpreted situations that are performed either face-to-face or remotely.

### Definitions

For the purpose of this document, the following terms are used:

**Colleagues:** Other interpreters.

**Conflict of Interest:** A conflict between the private interests (personal, financial, or professional) and the official or professional responsibilities of an interpreter in a position of trust, whether actual or perceived, deriving from a specific interpreting situation.

**Consumers:** Individuals and entities who are part of the interpreted situation. This includes individuals who are deaf, deaf-blind, hard of hearing, and hearing.

### 1.0 CONFIDENTIALITY

**Tenet:** Interpreters adhere to standards of confidential communication.

**Guiding Principle:** Interpreters hold a position of trust in their role as linguistic and cultural facilitators of communication. Confidentiality is highly valued by consumers and is essential to protecting all involved.

Each interpreting situation (e.g., elementary, secondary, and post-secondary education, legal, medical, mental health) has a standard of confidentiality. Under the reasonable interpreter standard, professional interpreters are expected to know the general requirements and applicability of various levels of confidentiality. Exceptions to confidentiality include, for example, federal and state laws requiring mandatory reporting of abuse or threats of suicide, or responding to subpoenas.

### Illustrative Behavior - Interpreters:

- 1.1 Share assignment-related information only on a confidential and "as-needed" basis (e.g., supervisors, interpreter team members, members of the educational team, hiring entities).



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- 1.2 Manage data, invoices, records, or other situational or consumer-specific information in a manner consistent with maintaining consumer confidentiality (e.g., shredding, locked files).
- 1.3 Inform consumers when federal or state mandates require disclosure of confidential information.

### 2.0 PROFESSIONALISM

**Tenet:** Interpreters possess the professional skills and knowledge required for the specific interpreting situation.

**Guiding Principle:** Interpreters are expected to stay abreast of evolving language use and trends in the profession of interpreting as well as in the American Deaf community.

Interpreters accept assignments using discretion with regard to skill, communication mode, setting, and consumer needs. Interpreters possess knowledge of American Deaf culture and deafness-related resources.

#### Illustrative Behavior - Interpreters:

- 2.1 Provide service delivery regardless of race, color, national origin, gender, religion, age, disability, sexual orientation, or any other factor.
- 2.2 Assess consumer needs and the interpreting situation before and during the assignment and make adjustments as needed.
- 2.3 Render the message faithfully by conveying the content and spirit of what is being communicated, using language most readily understood by consumers, and correcting errors discreetly and expeditiously.
- 2.4 Request support (e.g., certified deaf interpreters, team members, language facilitators) when needed to fully convey the message or to address exceptional communication challenges (e.g. cognitive disabilities, foreign sign language, emerging language ability, or lack of formal instruction or language).
- 2.5 Refrain from providing counsel, advice, or personal opinions.
- 2.6 Judiciously provide information or referral regarding available interpreting or community resources without infringing upon consumers' rights.

### 3.0 CONDUCT

**Tenet:** Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.

**Guiding Principle:** Interpreters are expected to present themselves appropriately in demeanor and appearance. They avoid situations that result in conflicting roles or perceived or actual conflicts of interest.

#### Illustrative Behavior - Interpreters:

- 3.1 Consult with appropriate persons regarding the interpreting situation to determine issues such as placement and adaptations necessary to interpret effectively.
- 3.2 Decline assignments or withdraw from the interpreting profession when not competent due to physical, mental, or emotional factors.
- 3.3 Avoid performing dual or conflicting roles in interdisciplinary (e.g. educational or mental health teams) or other settings.
- 3.4 Comply with established workplace codes of conduct, notify appropriate personnel if there is a conflict with this Code of Professional Conduct, and actively seek resolution where warranted.
- 3.5 Conduct and present themselves in an unobtrusive manner and exercise care in choice of attire.



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- 3.6 Refrain from the use of mind-altering substances before or during the performance of duties.
- 3.7 Disclose to parties involved any actual or perceived conflicts of interest.
- 3.8 Avoid actual or perceived conflicts of interest that might cause harm or interfere with the effectiveness of interpreting services.
- 3.9 Refrain from using confidential interpreted information for personal, monetary, or professional gain.
- 3.10 Refrain from using confidential interpreted information for the benefit of personal or professional affiliations or entities.

### 4.0 RESPECT FOR CONSUMERS

**Tenet:** Interpreters demonstrate respect for consumers.

**Guiding Principle:** Interpreters are expected to honor consumer preferences in selection of interpreters and interpreting dynamics, while recognizing the realities of qualifications, availability, and situation.

#### **Illustrative Behavior - Interpreters:**

- 4.1 Consider consumer requests or needs regarding language preferences, and render the message accordingly (interpreted or transliterated).
- 4.2 Approach consumers with a professional demeanor at all times.
- 4.3 Obtain the consent of consumers before bringing an intern to an assignment.
- 4.4 Facilitate communication access and equality, and support the full interaction and independence of consumers.

### 5.0 RESPECT FOR COLLEAGUES

**Tenet:** Interpreters demonstrate respect for colleagues, interns and students of the profession.

**Guiding Principle:** Interpreters are expected to collaborate with colleagues to foster the delivery of effective interpreting services. They also understand that the manner in which they relate to colleagues reflects upon the profession in general.

#### **Illustrative Behavior - Interpreters:**

- 5.1 Maintain civility toward colleagues, interns, and students.
- 5.2 Work cooperatively with team members through consultation before assignments regarding logistics, providing professional and courteous assistance when asked and monitoring the accuracy of the message while functioning in the role of the support interpreter.
- 5.3 Approach colleagues privately to discuss and resolve breaches of ethical or professional conduct through standard conflict resolution methods; file a formal grievance only after such attempts have been unsuccessful or the breaches are harmful or habitual.
- 5.4 Assist and encourage colleagues by sharing information and serving as mentors when appropriate.
- 5.5 Obtain the consent of colleagues before bringing an intern to an assignment.



## CODE OF PROFESSIONAL CONDUCT

Registry of Interpreters  
for the Deaf  
333 Commerce Street  
Alexandria, VA 22314  
703/838-0030 (V)  
703/838-0459 (TTY)  
703/838-0454 (Fax)  
www.rid.org

### 6.0 BUSINESS PRACTICES

**Tenet:** Interpreters maintain ethical business practices.

**Guiding Principle:** Interpreters are expected to conduct their business in a professional manner whether in private practice or in the employ of an agency or other entity. Professional interpreters are entitled to a living wage based on their qualifications and expertise. Interpreters are also entitled to working conditions conducive to effective service delivery.

#### **Illustrative Behavior - Interpreters:**

- 6.1 Accurately represent qualifications, such as certification, educational background, and experience, and provide documentation when requested.
- 6.2 Honor professional commitments and terminate assignments only when fair and justifiable grounds exist.
- 6.3 Promote conditions that are conducive to effective communication, inform the parties involved if such conditions do not exist, and seek appropriate remedies.
- 6.4 Inform appropriate parties in a timely manner when delayed or unable to fulfill assignments.
- 6.5 Reserve the option to decline or discontinue assignments if working conditions are not safe, healthy, or conducive to interpreting.
- 6.6 Refrain from harassment or coercion before, during, or after the provision of interpreting services.
- 6.7 Render pro bono services in a fair and reasonable manner.
- 6.8 Charge fair and reasonable fees for the performance of interpreting services and arrange for payment in a professional and judicious manner.

### 7.0 PROFESSIONAL DEVELOPMENT

**Tenet:** Interpreters engage in professional development.

**Guiding Principle:** Interpreters are expected to foster and maintain interpreting competence and the stature of the profession through ongoing development of knowledge and skills.

#### **Illustrative Behavior - Interpreters:**

- 7.1 Increase knowledge and strengthen skills through activities such as:
  - pursuing higher education;
  - attending workshops and conferences;
  - seeking mentoring and supervision opportunities;
  - participating in community events; and
  - engaging in independent studies.
- 7.2 Keep abreast of laws, policies, rules, and regulations that affect the profession.

**Preferred Interpreting Service, LLC  
American Sign Language  
Interpreter Roster**

Name		Certification	DeafBlind	Trilingual
Last	First			
Aboufares	Judith	CI/CT		
Anderson	Lina	EIPA 4.3; BEI Basic		
Atkinson	Pamela	NAD IV; EIPA		X
Baird	Ramona	NIC; NAD IV; ACCI IV	X	
Becker	Kathleen	ESSE		
Blackman	Myisha	CI and CT		
Blancett	Erin	NAD III		
Boik	Amelia	CI/CT; NAD IV	X	
Brown	Leah	NIC-A; EIPA		
Cacanindin	Suzanne	NIC; EIPA 4.7		
Calen	Catherine	CI/CT; SC:L		
Cardenas	Daisy	NIC; ED:K-12	X	X
Cedar	Mona Jean	CT; NAD III	X	
Davis	Brandy	NIC		
de Miranda	Celene	CI/CT		
Del Valle	Luis	NIC		X
Distelrath	Jason	NAD IV		
Dowell	Elizabeth	NIC	X	
Dupont	Jessica	NAD IV	X	
Eselin	Susan	NIC; EIPA 3.6	X	
Fass	Esther	CDI	X	
Foster	Marjorie	CI and CT	X	
Gage	Stephanie	CI/CT; NAD III	X	
Garza	Armando	CDI	X	X
Hamm	Jeff	CI and CT; NAD III	X	X
Hardy	Linda	IC/TC; CI and CT	X	
Hartsock	C.J.	NAD III; EIPA 4.5	X	
Hathaway	Lisa	NIC; NAD III		
Jackerson	Justin	CDI		
Jones	Onya	ESSE 4.0		
Jueschke	Christopher	NIC; ESSE 4.0		
L'Angelle	Tracy	CI; NIC	X	
Ledet	Camel	CI/CT		
Lonesky	Norima	NAD III		
Long	Kara	NIC		
Loper	Connie	CDI; CLIP-R; SC:L	X	X
Love	Jason	NIC-M		
Lust	Andrea	CT; EIPA 3.8	X	
MacDougall	Diana	CI/CT		
Mantooth	Shauna Charlotte	NAD IV	X	
McCole	Donna	CI and CT	X	
Moore	Shirley	NAD IV		
Moskowitz	Kelly	CI/CT		
Murillo	Sherry	IC/TC; CI/CT; NIC-M; NAD IV		X
Olson-Goodman	Devonay	CI and CT		
Roberts	Brenda	NAD V; SC:L		
Rowe	Mindy	NIC		
Roy	Brooke	NIC		
Santos	Wendy	NAD IV	X	
Schiff	Maureen	NAD III	X	
Schultz	Connie	NAD V		
Sengupta	Regina	NIC	X	
Seshie	Juti	NAD IV; BEI Master	X	X
Shird	Carla	CDI	X	X
Simons	Amber	NIC-A; EIPA 4.2		
Sirimarco	Tina	Ed:K-12		
Soto	Pamela	NAD III		
Stephenson	Jennifer	CI and CT		
Stewart	Branton	CDI; CLIP-R	X	
Stuard	Bob	CI and CT; NAD V		
Usher	Ruth	NAD IV		
Valentien	Nadine	CI and CT		
Webb	Jonathan	CI/CT; NIC-A	X	
Webb	Stephanie	CI and CT; NIC		
Weishaar	Lindsay	NIC; ED:K-12		
Wells	Melissa	NIC		
Willis	Joel	NIC		
Yoneda	Scott	NIC		
Yost	Teresa	NIC; NAD III; EIPA 4.4		





Preferred Interpreting Service, LLC is pleased to provide the following references for your consideration:

- 1) Company:** Ajinomoto Bio-Pharma Services  
**Contact:** Hazel Newton  
**Title:** HR Coordinator  
**Address:** 11040 Roselle Street  
San Diego, CA 92121  
**Phone:** 858-281-7468  
**Email:** [Hazel.Newton@US.AjiBio-Pharma.com](mailto:Hazel.Newton@US.AjiBio-Pharma.com)
  
- 2) Company:** California Department of Rehabilitation  
**Contact:** Gina Rambeau  
**Title:** Contract Administrator  
**Address:** 3333 Wilshire Blvd, Suite 200  
Los Angeles, CA 90010  
**Phone:** 213-736-3989  
**Email:** [Gina.Rambeau@dor.ca.gov](mailto:Gina.Rambeau@dor.ca.gov)
  
- 3) Company:** School Social Work Association of America  
**Contact:** Rebecca Oliver  
**Title:** Executive Director  
**Address:** P.O. Box 3068  
London, KY 40743  
**Phone:** 800-588-4149  
**Email:** [rkunkel@sswaa.org](mailto:rkunkel@sswaa.org)