

**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: 9/9/2021

Contract/Agreement Vendor: TSHA

Name of Vendor		
Lisa Daniels		918-832-8742
Contact Person		
8740 E 11th St, Suite A		Phone Number
Address		
TULSA	OK	74112
City	State	Zip
ldaniels@tsha.cc		

**Email address – if vendor wants the agreement returned via email**

**IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9** \_\_\_\_\_

And \_\_\_\_\_

**Vendor Registration**

\_\_\_\_\_

Person Submitting Contract/Agreement for Review: DAYLENE THORNTON ESC

Name Site

Reason for Review: (New Agreement, Renewal...): RENEWAL AGREEMENT

Audience/Group to benefit from Contract/Agreement: SPECIFIC IEP STUDENTS

**Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO Karen Steitz**

Principal **and** Director or Administrator: *Daylene Thornton*  
Daylene Thornton (Sep 9, 2021 14:13 CDT)  
 Signature

Does this Contract/Agreement utilize technology? No  Yes

Has it been reviewed by the Chief Technology Officer? No  Yes

If yes, Approved by: \_\_\_\_\_  
 (Signature) Ben Stout, Chief Technology Officer

**Leadership Team (formally Cabinet Member):** *Karla Dyess*  
 Signature

Funding Source: SPECIAL EDUCATION LOCAL AND GRANT FUNDS

Description OCAS Coding

**Process: PLEASE FOLLOW ALL STEPS**

1. The Contract/Agreement is reviewed and approved by site Principal/ Director/Administrator
2. If Technology related, the Contract/Agreement is reviewed by Ben Stout, Chief Technology Officer
3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
4. Begin the requisition process and place a comment in the Notes section that says,  
 "Please hold req pending board approval on 10/4/2021"  
Date of Board Meeting
5. Attach this form with Contract/Agreement and Board Memo
6. **The appropriate Leadership Team Member will review and submit to the Contract Committee**
7. Keep copy for your records

**The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Karen Steitz. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.**



## MEMORANDUM

To: Dr. Janet Dunlop

From: Daylene Thornton

Date: 9/9/2021

Re: RENEWAL Agreement with Tulsa Speech and Hearing Association (TSHA)

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### **SUBJECT**

Discussion, motion and vote on motion to approve or disapprove the RENEWAL agreement between Broken Arrow Public Schools and Tulsa Speech and Hearing Association (TSHA). TSHA agrees to provide 1:1 sign language interpreters on an as needed basis for specific IEP students. The estimated cost is \$500 a day, per interpreter. All costs will be paid through Special Education local and grant funds. D.Thornton

### **SUMMARY**

TSHA will provide sign-language interpreters for specific IEP students when a substitute is needed and is otherwise not available.

### **FUNDING**

Special Education local and grant funds

### **ENCLOSURE/ATTACHMENTS**

Agreement



# Information and Business Contract

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p. 11 - 12	FAQ (Frequently Asked Questions)

## Reference Information

pp. 13 - 16	Americans with Disabilities Act (ADA) – Titles II – III
pp. 17 - 20	Oklahoma Legal Interpreter for the Deaf and Hard of Hearing Act

# Welcome!

We look forward to working together, to provide quality communication access for your deaf / hard of hearing clientele.

When you contract with TSHA, a non-profit United Way partner agency, you are contracting with the oldest sign language interpreting agency in the state! TSHA was established in 1953 by parents who found no services for their deaf / hard of hearing children. Learn more at [tsha.cc](http://tsha.cc).

In choosing to work with TSHA, you:

- Meet your compliance and access requirements under the law.
- Provide high-quality interpreters who are tested, certified, ethical and who complete continuing education annually.
- Provide the face-to-face (or video platform) interpreting by local professionals that we find is preferred by and gives the greatest sense of comfort to your clientele.
- Support the Oklahoma economy.
- **Do more than provide access.** You also support many other services offered to the community through TSHA, such as hearing aid assistance programs, sign classes, community events and one-on-one guidance at no cost to deaf adults.

We have worked hard to keep our charges to you, our valued partners, unchanged for years. However, during that time our interpreters, who are independent contractors, have steadily raised their rates as costs of living have increased. We have also kept with a 1 ½ hour minimum time block, when other agencies in the region have had a 2 hour minimum for some time.

In order for us to stay competitive and to continue providing you with the highest quality interpreters, it is time for us to send out new contracts to our business partners, reflecting current industry standards.

**Please sign and return the Billing Agreement on pp. 7 - 9 by January 1, 2021. The new rates will take effect January 1, 2021.**

Let us know if we can answer any questions. **We are available to provide training at no cost** to staff members on how to work effectively with sign language interpreters, as well as on resources for those with hearing loss, and on sign language basics to make your workplace a more welcoming environment for those who communicate through American Sign Language! (918-832-8742)

Your TSHA Interpreting Services Staff (*Lisa, Diana, Chestine & Jennifer*)

# TSHA's Interpreter Services Contacts

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**Tulsa area:** (918) 832-8742 | **Toll-free/Emergency:** (888)-311-3523

**Fax:** (918) 834-4329

TSHA is a non-profit, Tulsa Area United Way partner agency. TSHA serves the entire state with Interpreter Services. The toll-free number, **(888) 311-3523**, is also the emergency/after-hours answering service number and is available 24 hours.

## *You May:*

- 1) **E-mail** your request for an interpreter to **[interpretingservices@tsha.cc](mailto:interpretingservices@tsha.cc)**
- 2) Complete an **online request form** available on the TSHA website (**<http://www.tsha.cc>**)
- 3) **Phone** in your requests using the numbers listed above
- 4) **Fax** your requests using the Interpreter Services Program fax form (attached)

**The following TSHA Personnel are available to assist with any questions you may have:**

- Lisa Daniels – **[ldaniels@tsha.cc](mailto:ldaniels@tsha.cc)** (Interpreter Services Coordinator)
- Diana Emerson – **[demerson@tsha.cc](mailto:demerson@tsha.cc)** (TSHA Program Director)
- Chestine Ivery – **[civery@tsha.cc](mailto:civery@tsha.cc)** (Accounts Receivable - invoice/payment questions)
- Jennifer Butler – **[jbutler@tsha.cc](mailto:jbutler@tsha.cc)** (TSHA Executive Director)

# Rates

(TSHA follows Industry Standards)

## **Regular Rate 8:00 am – 5:00 pm weekdays**

*An assignment takes place between 8:00 AM to 5:00 PM weekdays*

- There is an initial **\$110.00** booking fee which includes the first 2 hours, per interpreter needed.
- After 2 hours, **\$55.00** per additional hour is charged per interpreter.
- Mileage round trip, charged at the **current state rate** which changes annually (*Ex: \$.575 per mile in 2020*), tolls, and parking costs will be added when applicable.

## **Special Charges**

- A late notice fee of \$25 will be billed for assignments scheduled with less than a 24-hour notice.
- **Portal-to-Portal charges may apply.** Portal-to-Portal charges are in effect for any assignment 50 miles or more from the interpreter's home. In addition to their actual mileage pay, the interpreter will also be paid their hourly rate for actual drive time. Per TSHA's procedures, we will contact Contractors prior to assigning an out-of-town interpreter.

\* \* \* \* \*

## **After-Hours Rate 5:00 pm – 8:00 am weekdays, and all day Saturdays/Sundays**

- There is an initial **\$165.00** booking fee which includes the first 2 hours, per interpreter.
- After 2 hours, **\$82.50** per additional hour is charged per interpreter.
- Mileage round trip, charged at the **current state rate** which changes annually (*Ex: \$.575 per mile in 2020*), tolls, and parking costs will be added when applicable.

## **Special Charges**

- A late notice fee of \$25 will be billed for assignments scheduled with less than a 24-hour notice.
- **Portal-to-Portal charges may apply.** Portal-to-Portal charges are in effect for any assignment 50 miles or more from the interpreter's home. In addition to their actual mileage pay, the interpreter will also be paid their hourly rate for actual drive time. Per TSHA's procedures, we will contact Contractors prior to assigning an out-of-town interpreter.

# Holiday Hours Rate 12:00 am – 12:00 am

New Year’s Day, Memorial Day, 4th of July, Labor Day,  
Thanksgiving & Christmas Day

- There is an initial **\$220.00** booking fee which includes the first 2 hours, per interpreter .
- After 2 hours, **\$110.00** per hour is charged per interpreter.
- Mileage round trip, charged at the **current state rate** which changes annually (*Ex: \$.575 per mile in 2020*), tolls, and parking costs will be added when applicable.

## Special Charges

- A late notice fee of \$25 will be billed for assignments scheduled with less than a 24-hour notice.
- **Portal-to-Portal charges may apply.** Portal-to-Portal charges are in effect for any assignment 50 miles or more from the interpreter's home. In addition to their actual mileage pay, the interpreter will also be paid their hourly rate for actual drive time. Per TSHA's procedures, we will contact Contractors prior to assigning an out-of-town interpreter.

\* \* \* \* \*

## Regular Hours Legal/Court Rate 8:00 am – 5:00 pm weekdays

- There is an initial booking fee of **\$160** which includes the first 2 hours, per interpreter.
- After 2 hours, each additional hour will be **\$80** per hour per interpreter.
- All depositions and mediations **require 2 interpreters** working together.
- Mileage round trip, charged at the **current state rate** which changes annually (*Ex: \$.575 per mile in 2020*), tolls, and parking costs will be added when applicable.

## Special Charges

- A late notice fee of \$25 will be billed for assignments scheduled with less than a 24-hour notice.
- **Portal-to-Portal charges may apply.** Portal-to-Portal charges are in effect for any assignment 50 miles or more from the interpreter's home. In addition to their actual mileage pay, the interpreter will also be paid their hourly rate for actual drive time. Per TSHA's procedures, we will contact Contractors prior to assigning an out-of-town interpreter.
- *We recognize that rates are set by law in some court settings. Please contact us if this applies.*

# After-Hours/Weekends Legal Rate

- There is an initial booking fee of **\$240** which includes the first 2 hours, per interpreter .
- After 2 hours, each additional hour will be **\$120** per hour per interpreter.
- All depositions and mediations **require 2 interpreters** working together.
- Mileage round trip, charged at the **current state rate** which changes annually (*Ex: \$.575 per mile in 2020*), tolls, and parking costs will be added when applicable.

## Special Charges

- *A late notice fee of \$25 will be billed for assignments scheduled with less than a 24-hour notice.*
- **Portal-to-Portal charges may apply.** Portal-to-Portal charges are in effect for any assignment 50 miles or more from the interpreter's home. In addition to their actual mileage pay, the interpreter will also be paid their hourly rate for actual drive time. Per TSHA's procedures, we will contact Contractors prior to assigning an out-of-town interpreter.
- *We recognize that rates are set by law in some court settings. Please contact us if this applies.*



# Billing Agreement

This Agreement ("Agreement") is dated [REDACTED] and is by and between TSHA, a non-profit, Tulsa Area United Way partner agency which provides services to those who are deaf, hard of hearing, affected by hearing loss or just an interested party and [REDACTED], a [REDACTED] ("Client") which desires to receive such services from TSHA.

1. Both parties understand and agree that TSHA's policy and procedures follow current industry standards. Nationally certified interpreters will be contacted first, and if none are available, staff will move down the list from highest to lowest assignment-qualified certification.
2. An initial **\$110.00** booking fee for regular daytime hours (**\$160 for legal**), **\$165.00** for evenings & weekends (**\$240 for legal**), and **\$220.00** for holidays will be charged for each interpreting assignment. The initial booking fee includes the first 2 hours. After the minimum, the appropriate per hour rate will be charged unless a longer block of interpreting time is specifically reserved (e.g. If an interpreter is requested for an assignment 8:00 am to 5:00 pm, the interpreter will bill for nine hours). An additional \$25 will be billed for all assignments scheduled less than 24 hours prior to the need for such services.
3. Client understands and agrees that all rates are subject to change without notice and that the rates charged will be those in effect at the time that TSHA's services are provided without regard to the rates at the time this Agreement was signed.
4. Client also understands and agrees that a signed copy of this Agreement must be on file with TSHA before TSHA will schedule an appointment and that Client's valid credit card information must be on file with TSHA before any request for interpreter services will be processed.
5. In addition to any other expenses such as parking, tolls and the like, the interpreters' actual mileage will be calculated and reimbursed at the rate established by the United States Internal Revenue Service. For any assignment fifty (50) miles or more from the interpreter's home, the interpreter will also bill and be paid their hourly rate for actual drive time.
6. TSHA's cancellation policy is in effect as soon as a request for an interpreter is made. Any assignment canceled with less than 24 hours' notice will be charged the entire block of time requested for each interpreter or the minimum hours expended by the interpreter, whichever is greater. This policy includes cancellations for inclement weather and other acts of nature and other causes beyond the control of TSHA or the Client.
7. An assignment longer than 2 hours may, in the sole and absolute judgment and discretion of TSHA, require two interpreters to be assigned to work together as a team. The interpreter coordinator will make the final decision. Billing will be for both interpreters for the entire block of time.
8. Payment of all invoices is due within thirty (30) days of date of invoice. If the invoice is not paid within thirty (30) days, amounts due and owing will be charged to the client's bank account or credit card on file with TSHA. In addition, the Client will be responsible for any and all late fees, interest, collection charges, include legal fees, necessitated by Client's failure to pay.

9. Attached to and made a part of this Agreement are the following exhibits which are primarily for the Client's better understanding of the procedures and standards followed by TSHA. Exhibits C and D are excerpts from applicable law with some commentary and are thus subject to possible amendment in the future. Any conflict between this Agreement and Exhibits A, B or E or language in Exhibits A, B and E will be resolved in favor of the enforceability of this Agreement:

**Exhibit A:** TSHA Contact Information and Rates

**Exhibit B:** Interpreter Request Form

**Exhibit C:** Frequently Asked Questions

**Exhibit D:** Pertinent Sections of the Americans with Disabilities Act (ADA), Titles II – III

**Exhibit E:** Oklahoma Legal Interpreter for the Deaf and Hard of Hearing Act

# Method of Payment

Bank Account for ACH or Credit/Debit Card Information **REQUIRED:**

## Bank Transfer Authorization Form: (attach a voided check)

I authorize TSHA, Inc. to electronically debit my bank account according to the terms outlined below. I acknowledge that electronic debits against my account must comply with the United States law.

**Account Types:** (click one)  Business  Personal | (click one)  Checking  Savings

Routing Number

Account Number

This payment authorization is to remain in effect until I, , notify TSHA, Inc. of its cancellation by giving written notice in enough time for the business and receiving financial institution to have a reasonable opportunity to act on it. By signing this, I acknowledge I am authorized to make decisions on this bank account or I am an authorized signor on the account.

Customer Signature

Customer Name

Date

**Credit Card:** (click one)  Visa  MasterCard  Discover  American Express

Name on Card:

Exp. Date:

Card Number:

CVV:

Billing Address:

Billing City, State and Zip Code:

Client has read, understands, agrees to and accepts the terms and conditions set forth in this Agreement:

### For Client:

Name (printed):

Position/Title:

Signed:

Date:

### For TSHA:

Name (printed):

Position/Title:

Signed:

Date:

# EXHIBIT B

Today's Date:

## Interpreter Request Form

(918) 834-4329 or [interpretingservices@tsha.cc](mailto:interpretingservices@tsha.cc)

Date of Assignment:

Beginning Time:  Ending Time:

Assignment Details:

Name of Deaf Client:

On Site Contact Person (Example: Dr, Supervisor, Therapist etc.):

Business Phone Number:

Company Name:

Address:

City:  Zip:

Building Name, Suite, or Room Number:

Billing Name and Address:

Requester's Name:

E-Mail:

Additional Notes:

- Fax requests can only be accepted during TSHA's business hours **M-Th 8-5**.
- If you should fax a request after close of business, your request will not be received until the following business day.
- For emergencies you will need to use **1-888-311-3523**.

# Frequently Asked Questions (FAQs)

## ● Why is it my responsibility to provide an interpreter?

- In 1990 the United States congress passed a federal law called the Americans with Disabilities Act (ADA). President George Bush signed this bill into effect and it became the responsibility of businesses to make their services available to the general public. This is called "making an accommodation". For Deaf and hard of hearing individuals, a sign language interpreter is an appropriate accommodation.

Nationwide, numerous lawsuits have been filed against hospitals, businesses, doctors, lawyers, etc. for failing to comply with the ADA. Lawyers are eager to take on these cases because they are easily won.

## ● How does TSHA determine its policy and procedures?

- TSHA follows current industry standards.

## ● How do I request an interpreter?

- You may **1)** fax your requests using the Interpreter Services fax form, **2)** phone in your requests using the numbers listed above, **3)** email your request for an interpreter, or **4)** complete an online request form available on the TSHA website. ([www.tsha.cc](http://www.tsha.cc))

## ● How much notice do I need to request an interpreter?

- The earlier you notify TSHA, the better. This allows ample time to find the most qualified interpreter for your assignment. As a general guideline, you should try to make the request at least two weeks in advance. A helpful practice is to request an interpreter as soon as you schedule a meeting, event, or appointment.

## ● What if I realize at the last minute that I need an interpreter?

- TSHA will attempt to fill every request that is received. Unfortunately, the number of certified interpreters has not kept pace with the rising demand for interpreting services. There will be times when TSHA cannot fill a last-minute or short notice request.

## ● What do I do if I have an emergency?

- You can contact TSHA 24 hours a day, 7 days a week at 1-888-311-3523 and leave a message with the answering service, who will make contact with the on-call staff person.

## ● What situations are considered emergencies?

- Emergencies are generally considered to be police, fire, hospital emergency room, or mental health concerns that are urgent in nature AND may be called in to TSHA after regular hours.

*(continued on next page)*

# (FAQs)

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## ● Why does TSHA charge for assignments that have been cancelled?

- TSHA follows the industry standard - 24-hour cancellation policy. Due to the critical imbalance of supply and demand, if an interpreter accepts your assignment, they have usually turned down other assignments. If your assignment cancels with less than 24-hour notice, the interpreter will have missed the opportunity to accept other work.

## ● Why do I need two interpreters?

- Due to the physical, logistical and/or mental demands of the work, any assignment longer than 2 hours **\*may\*** require two interpreters working together as a team. The interpreter coordinator will make the final decision. Billing will be for both interpreters for the entire block of time.

## ● Why does TSHA charge “portal to portal” travel time on some assignments?

- In accordance with industry standard, if an assignment is 50 miles or more from the interpreter’s home, travel time (in addition to mileage) will be charged. Due to the critical shortage of certified interpreters and the high demand, it may be necessary on occasion to send an interpreter from out of town to cover an assignment.

## ● Why am I charged for the entire time requested when our assignment ended early?

- As mentioned before, interpreters usually have turned down other assignments to accept yours. They have blocked off that time and did not accept other work. This is referred to as a block of time.

## ● What do interpreter services generally cost?

- In-person interpreters typically cost \$50-\$145 per hour. For example, American Language Services offers interpreters starting at \$100 per hour (or \$125 for sign language) and a two-hour minimum is required.” *Source: [smallbusiness.costhelper.com/interpreters](http://smallbusiness.costhelper.com/interpreters)*

## Title II of the ADA

### Responsibilities of State and Local Government Agencies under Title II of the ADA

Deaf and hard of hearing people are entitled to effective communication with state and local government agencies. Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. S'S'12131-12134, forbids discrimination by any public entity. This federal law applies to all types of state and local government agencies, including courts, schools, social service agencies, legislatures, commissions and councils, recreational facilities, libraries, and state/county/city departments and agencies of all kinds. It applies to activities that are administered directly by government agencies, and to activities that are carried out by private subcontractors.

The U.S. Department of Justice has issued regulations explaining the requirements of that Act, 28 C.F.R. Part 35, 56 Fed. Reg. 35694 (July 26, 1991) (U.S. Department of Justice Final Rule: Nondiscrimination on the Basis of Disability in State and Local Government Services).

Under the ADA, local and state agencies are required to give equal access and equally effective services to people with disabilities.

#### 28 C.F.R. 35.130.

They may not deny people an opportunity to participate in their programs, or give them an opportunity that is less effective than the opportunity given to others. Often, the public entity must provide qualified interpreters, TTYs, visible warning devices, or captioned materials and other auxiliary aids to ensure effective communication with deaf and hard of hearing people. The Department of Justice regulation specifically states:

(A) A public entity shall take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others.

(B) 1. A public entity shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity conducted by a public entity.

2. In determining what type of auxiliary aid and service is necessary, a public entity shall give primary consideration to the requests of the individual with disabilities.

#### 28 C.F.R. S'35.160 (emphasis added).

There are many types of auxiliary aids and services that may be necessary for effective communication. **Furthermore, an auxiliary aid that is effective for one person might not be effective for another person.** The Department of Justice regulation defines the term "auxiliary aid" comprehensively: [qualified interpreters, notetakers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunication devices for deaf persons [TTY's], videotext displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairments.

#### 28 C.F.R. 35.104.

**The appropriate auxiliary aid depends on many factors, such the type of communication used by the individual and the situation in which communication occurs. An auxiliary aid that is appropriate for one person, or in one context, may be useless in another setting or for a person with a different type of hearing loss.**

**The individual with disabilities should be deferred to in the choice of what auxiliary aid or service is appropriate: In determining what type of auxiliary aid and service is necessary, a public entity shall give primary consideration to the requests of the individual with disabilities.**

#### 28 C.F.R. S'35.160(b)(2).

The Analysis of the ADA regulation states: **The public entity must provide an opportunity for individuals with disabilities to request the auxiliary aids and services of their choice.** This expressed choice shall be given primary consideration by the public entity. The public entity shall honor the choice unless it can demonstrate that another effective means of communication exists or that use of the means chosen would [constitute an undue burden].

**The deaf individual's own assessment of the necessary type or level of service is entitled to "primary consideration." For a deaf person who relies on sign language, the ADA usually requires provision of qualified sign language interpreter services when that service is needed to ensure effective communication. The U.S. Department of Justice has defined "qualified interpreter", for purposes of Title II, to mean: . . . an interpreter who is able to interpret effectively, accurately and impartially both receptively and expressively, using any necessary specialized vocabulary.**

**[28 C.F.R. 35.104.](#)**

Although the definition does not require "certified" interpreters, it does require interpreters with the necessary skill to interpret accurately in the particular context.

The agency may not charge the individual for providing auxiliary aids and services.

If services are available by telephone, the agency must either have a TTY device, and/or accept and make telephone calls using a relay service. The goal of having the TTY equipment and using relay service is to provide equally effective telephone services to deaf individuals.

In addition to providing auxiliary aids and services, public entities must modify their policies and practices when necessary to prevent discrimination. For example, a facility with a "no pets" requirement must modify that requirement to permit a blind or deaf person to use an assistance animal.

In a few judicial regions, courts have held that Title II of the ADA is not constitutional as applied to state government agencies. This issue is currently being litigated in a number of federal courts of appeal and federal district courts, as well as cases before the U.S. Supreme Court. Any person bringing a claim under Title II of the ADA should consult with a local attorney to determine the current status of the law in your state.

.....  
*This material was prepared by the National Association of the Deaf Law Center. It is intended solely as informal guidance. This material is not legal advice. For technical assistance and additional information about how laws against discrimination apply to you, contact the NAD Law Center, a local attorney, or an enforcement agency.*

## **Title III of the ADA**

### **Responsibilities of Places of public accommodation under Title III of the ADA**

**Q. What is the ADA?**

**A.** The Americans with Disabilities Act (ADA) is a federal law to stop discrimination against people with disabilities. It applies to:

- Many private and public employers (Title I)
- State and local government agencies (Title II)
- Places of public accommodation (Title III)
- Transportation facilities (Titles II and III)
- Telephone companies (Title IV)
- U.S. Congress (Title V)

In addition to the law itself, the U.S. Department of Justice, the Federal Communications Commission, the Equal Employment Opportunity Commission, the Architectural and Transportation Barriers Compliance Board, and the U.S. Department of Transportation have written federal regulations to explain the requirements of the law. The answers to the questions in this booklet are, in large part, taken from the Department of Justice's (DOJ's) regulations at 28 C.F.R. Parts 35 and DOJ's analysis of those regulations, which can be found at 56 Fed. Reg. 35694 et seq. (July 26, 1991) for Title III. Specific requirements for structural accessibility are taken from the ADA Accessibility Guidelines (ADAAG), found in Appendix A to 28 C.F.R. Part 36.

**Q. What kinds of "auxiliary aids and services" must be provided to people with hearing loss?**

**A.** The Department of Justice lists the following examples of auxiliary aids and services:

**Qualified interpreters, note takers, computer-aided transcriptions services, written materials, telephone handset amplifiers, assistive listening systems, assistive listening devices, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs) and videotext displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairments.**



**28 C.F.R. 35.104; 28 C.F.R. 36.303 (b)(1).** This list is not intended to include every possible auxiliary aid or service. People with hearing impairments use a wide variety of techniques to communicate. New methods or equipment might become available as technology advances. The most important thing to consider is what the person needs in order to communicate effectively in a particular situation. See generally DOJ Analysis at 56 Fed. Reg. At 35567, 35711-12.

**Q. When is a deaf person entitled to an interpreter?**

**A.** An interpreter should be used when the deaf person needs this service to communicate effectively and to get equal access to services. Whether or not an interpreter is needed depends on:

- The deaf person's communication skills;
- The context of the communication;
- The number of people involved;
- The importance of the communication; and
- Whether the information is complex or lengthy.

For example, the Justice Department explains that an interpreter may be necessary in situations involving communications regarding health, legal matters, and finances. See DOJ Analysis at 56 Fed. Reg. At 35567, 35712.

**Q. Who is a “qualified” interpreter?**

**A.** A qualified interpreter is defined to mean “an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary.” 28 C.F.R. 35.104 (See also Fed. Reg. At 35701); 28 C.F.R. 36.104. (See also 56 Fed. Reg. At 35553.) The definition recognized that the interpreting skill needed for some types of communication may be higher than for other types of communication. For example, an interpreter in a doctor’s office must be able to interpret complex medical terminology. Similarly, a highly skilled interpreter may be needed for a court proceeding or a theater production.

The Department of Justice regulations to implement Title III provide a comprehensive list of auxiliary aids and services required by the ADA. Qualified interpreters are included in this list of auxiliary aids. The regulation defines “qualified interpreter” to mean “an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary.” This definition focuses on the interpreter’s actual ability to make communication effective in a particular interpreting situation. In certain circumstances, a family member or friend may not be qualified to interpret because of factors such as emotional or personal involvement or considerations of confidentiality that may adversely affect the ability to interpret “effectively, accurately, and impartially.”

**Q. Can asking family members or friends of the deaf person to interpret satisfy the obligation to provide effective communication?**

**A.** Generally, no. Family members often do not have sufficient sign language skills to interpret accurately. Even if they are skilled in sign language, a family member or friend may not be “qualified” in certain situations, because of emotional or personal involvement or the deaf individual’s need for privacy. DOJ Analysis at 56 Fed. Reg. At 35553, 35701.

**Q. Who pays for the interpreter or other auxiliary aid?**

**A.** Interpreters and other auxiliary aids must be provided free of charge. A deaf person may not be held responsible, directly or indirectly, for the costs of an auxiliary aid. For example, the cost of an interpreter for a doctor’s appointment may not be passed on to a deaf patient through an insurance company. 28 C.F.R. 35.130(f); 28 C.F.R. 36.301(c).

**Q. What places of public accommodation must comply with Title III of the ADA?**

- (1) Places of public accommodation are facilities that are “operated by a private entity, whose operations affect commerce.” 28 C.F.R. 36.104. The law applies to more than five million private businesses and establishments in 12 different categories. For example, it covers hotels, restaurants, movies and theaters, auditoriums, doctors’ offices, lawyers’ offices, offices of other professionals, hospitals, nursing homes, drug stores, insurance agencies, retail stores, museums, banks, libraries, parks, private schools and colleges, amusement and recreation facilities, exercise spas, and day care centers.

**(2) Public Accommodation** – The following privately operated entities are considered public accommodations for purposes of this title, if the operations of such entities affect commerce.

- A.** An inn, hotel, motel, or other similar place of lodging, except for an establishment located within a building that contains not more than five rooms for rent or hire and that is actually occupied by the proprietor of such establishment as the residence of such proprietor;
- B.** A restaurant, bar, or other establishment serving food or drink;
- C.** A motion picture house, theater, concert hall, stadium, or other place of exhibition or entertainment;
- D.** An auditorium, convention center, or lecture hall or other place of public accommodation;
- E.** A bakery, grocery store, clothing store, hard-ware store, shopping center, or other similar retail sales establishment;
- F.** A Laundromat, dry-cleaners, bank, barber shop, beauty shop, travel service, shoe repair service, funeral parlor, gas station, office of an accountant or lawyer, pharmacy, insurance office, **professional office of a health care provider, hospital, or other similar service establishment;**
- G.** A terminal, depot, or other station used for public transportation;
- H.** A museum, library, gallery, and other similar place of public display or collection;

**Q. Does the ADA apply only to larger businesses?**

A. No. Title III of the ADA applies to all places of public accommodation, regardless of the size of the business or number of employees.

**Q. May I pass the cost for the interpreter back to the individual requiring the accommodation?**

A. Paragraph (c) of 36.301 provides that public accommodations may not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of measures, such as the provision of auxiliary aids and services, barrier removal, alternatives to barrier removal, and reasonable modifications in policies, practices, and procedures, that are required to provide that individual or group with the nondiscriminatory treatment required by the Act or this part.

A number of commentators inquired as to whether deposits required for the use of auxiliary aids, such as assistive listening devices, are prohibited surcharges. It is the Department's view that reasonable, completely refundable, deposits are not to be considered surcharges prohibited by this section. Requiring deposits is an important means of ensuring the availability of equipment necessary to ensure compliance with the ADA.

Other commentators sought clarification as to whether 36.301(c) prohibits professionals from charging for the additional time that it may take in certain cases to provide services to an individual with disabilities. The Department does not intend 36.301(c) to prohibit professionals who bill on the basis of time from charging individuals with disabilities on that basis. However, fees may not be charged for the provision of auxiliary aids and services, barrier removal, alternatives to barrier removal, reasonable modifications in policies, practices, and procedures, or any other measures necessary to ensure compliance with the ADA.

In addition, 36.301 prohibits the imposition of criteria that "tend to" screen out an individual with a disability. This concept, which is derived from current regulations under Section 504 (see e.g., 45 CFR 84.13), makes it discriminatory to impose policies or criteria that, while not creating a direct bar to individuals with disabilities, indirectly prevent or limit their ability to participate. For example, requiring presentation of a driver's license as the sole means of identification for purposes of paying by check would violate this section in situations where, for example, individuals with severe vision impairments or developmental disabilities or epilepsy are ineligible to receive a driver's license and the use of an alternate means of identification, such as another photo I.D. or credit card, is feasible.

A public accommodation may, however, impose neutral rules and criteria that screen out, individuals with disabilities, if the criteria are necessary for the safe operation of the public accommodation. Examples of safety qualifications that would be justifiable in appropriate circumstances would include height-requirements for certain amusement park rides or a requirement that all participants in a recreational rafting expedition be able to meet a necessary level of swimming proficiency. Safety requirements must be based on actual risks and not on speculation, stereotypes, or generalizations about individuals with disabilities.

## Oklahoma Legal Interpreter for the Deaf and Hard-of-Hearing Act

### § 63-2407. Short title.

Sections 2407 through 2415 of this title shall be known and may be cited as the "Oklahoma Legal Interpreter for the Deaf and Hard-of-Hearing Act".

Added by Laws 1982, c. 290, § 1. Amended by Laws 2005, c. 395, § 1, eff. Nov. 1, 2005.

### § 63-2408. Definitions.

As used in the Oklahoma Legal Interpreter for the Deaf and Hard-of-Hearing Act:

1. "Deaf person" or "hard-of-hearing person" means an individual whose sense of hearing is nonfunctional for the ordinary purposes of life, and also may include a person who is deaf-blind, meaning a deaf or hard-of-hearing person whose vision is also nonfunctional for the ordinary purposes of life;
2. "Qualified legal interpreter" means:
  - a. an individual certified by the State Board of Examiners of Certified Courtroom Interpreters, or
  - b. (1) an individual who possesses the knowledge and skills necessary to accurately and impartially interpret spoken English into the equivalent visual languages and modes, and currently certified by the National Registry of Interpreters for the Deaf as one of the following:
    - (a) Specialist Certificate: Legal (SC:L). In the event none are available, then
    - (b) Certificate of Interpretation and Certificate of Transliteration (CI & CT), Comprehensive Skills Certificate (CSC), or National Association of the Deaf Certificate Level 5 (NAD5),
  - (2) an individual who possesses the knowledge and skills necessary to accurately and impartially transliterate for a person who is oral or nonsigning using the equivalent oral or captioned mode, and is currently certified by the National Registry of Interpreters for the Deaf as one of the following:
    - (a) Specialist Certificate: Oral Transliteration Certificate (OTC). In the event none are available, then
    - (b) Specialist Certificate: Legal (SC:L). In the event none are available, then
    - (c) Certificate of Interpretation and Certificate of Transliteration (CI & CT), Comprehensive Skills Certificate (CSC), or National Association of the Deaf Certificate Level 5 (NAD5). In the event none are available, then a recognized national or state certifying body of captionists, or
  - (3) an individual who :
    - (a) is deaf or hard-of-hearing who possesses the knowledge, skills, specialized training and experience to enhance communication with persons who are deaf or hard-of-hearing and whose communication modes are so unique that they cannot be adequately assessed by interpreters who are hearing, and
    - (b) holds the following qualifications as a deaf interpreter: National Registry of Interpreters for the Deaf, Certified Deaf Interpreter (CDI); in the event none are available, then an Oklahoma QAST Deaf Evaluator may be utilized; and
3. "Appointing authority" means any court, department, board, commission, agency, licensing authority, political subdivision or municipality of the state.

Added by Laws 1982, c. 290, § 2. Amended by Laws 2005, c. 395, § 2, eff. Nov. 1, 2005.

**§ 63-2409.** Appointment of interpreter in court action or grand jury proceeding.

**A.** In any case before any state or local court or grand jury, wherein a person who is deaf or hard-of-hearing is a litigant, defendant, spectator as required by subtitle A of Title II of the Americans with Disabilities Act, Pub. L. 101-336, witness, party, prospective juror, or juror, the court shall, upon request, appoint a qualified legal interpreter to interpret the proceedings to the deaf or hard-of-hearing person and interpret testimony or statements and to assist in preparation with counsel. The court shall also appoint a qualified legal interpreter, upon request, for any party proceeding in forma pauperis in an action before the court. The individual who is deaf or hard-of-hearing shall determine which type of qualified legal interpreter best fits the needs of the individual.

**B.** Efforts to obtain the services of a qualified legal interpreter with the highest available level of certification, skill and specialized training in the area of legal interpretation for the deaf or hard-of-hearing will be made prior to accepting services of an interpreter with lesser certification and skill. Once a qualified legal interpreter is appointed, the interpreter shall be afforded the time necessary to make a language assessment in order to ensure effective communication, and to assess whether a deaf interpreter may also be necessary. Based on the language assessment, the interpreter will make recommendations to the court.

**C.** The provisions of this section shall be construed in conjunction with Sections 1 through 10 of Senate Bill No. 779 of the 1st Session of the 50th Oklahoma Legislature, if that bill is enacted.

Added by Laws 1982, c. 290, § 3. Amended by Laws 1989, c. 194, § 1, eff. Nov. 1, 1989; Laws 1995, c. 73, § 2, emerg. Eff. April 12, 1995; Laws 2005, c. 395, § 3, eff. Nov. 1, 2005

**§ 63-2410.** Arrests - Appointment of interpreter.

**A.** In the event a person who is deaf or hard-of-hearing is arrested and taken into custody for any alleged violation of a criminal law of this state or for civil contempt, a qualified legal interpreter shall be obtained through any interpreter service agency providing qualified legal interpreting services for the deaf and hard-of-hearing or with individuals who meet the qualifications for a qualified legal interpreter in order to communicate to the person that person's legal rights and to interview and interrogate properly. No statement taken from such deaf or hard-of-hearing person before a qualified legal interpreter is present shall be admissible in court. The individual who is deaf or hard-of-hearing shall determine which type of qualified legal interpreter best fits the needs of the individual.

**B.** The provisions of this section shall be construed in conjunction with Sections 1 through 10 of Senate Bill No. 779 of the 1st Session of the 50th Oklahoma Legislature, if that bill is enacted.

Added by Laws 1982, c. 290, § 4. Amended by Laws 2005, c. 395, § 4, eff. Nov. 1, 2005.

**§ 63-2411.** Administrative proceedings - Appointment of interpreter.

In any proceeding before any department, board, commission, agency or licensing authority of the state, in any political subdivision or municipality, wherein any deaf or hard-of-hearing person is a defendant, applicant, spectator as required by subtitle A of Title II of the Americans with Disabilities Act, Pub. L. 101-336, complainant, principal witness or party, such department, board, commission, agency, licensing authority, political subdivision or municipality shall appoint a qualified legal interpreter upon request of the deaf or hard-of-hearing individual. The individual who is deaf or hard-of-hearing shall determine which type of qualified legal interpreter best fits the needs of the individual. It shall be the duty of the appointing authority to inform the deaf or hard-of-hearing person of the rights of that person to the services of an interpreter.

Added by Laws 1982, c. 290, § 5. Amended by Laws 1989, c. 194, § 2, eff. Nov. 1, 1989; Laws 2005, c. 395, § 5, eff. Nov. 1, 2005.

**§ 63-2412.** Notice of necessity of interpreter - Proof of hearing loss.

Every deaf or hard-of-hearing person whose appearance in any proceeding entitles that person to a qualified legal interpreter shall make a good faith effort to notify the appointing authority of the desire of the person for an interpreter. An appointing authority may require a person requesting the appointment of an interpreter to furnish reasonable proof of hearing loss when the appointing authority has reason to believe that the person does not have a hearing loss.

Added by Laws 1982, c. 290, § 5. Amended by Laws 1989, c. 194, § 2, eff. Nov. 1, 1989; Laws 2005, c. 395, § 5, eff. Nov. 1, 2005.

**§ 63-2413.** Request for interpreter.

It shall be the responsibility of the appointing authority to request interpreter services through any interpreter service agency providing qualified legal interpreting services for the deaf and hard-of-hearing or with individuals who meet the qualifications for a qualified legal interpreter.

Added by Laws 1982, c. 290, § 7. Amended by Laws 1986, c. 7, § 3, eff. July 1, 1986; Laws 1995, c. 73, § 3, emerg. eff. April 12, 1995; Laws 2005, c. 395, § 7, eff. Nov. 1, 2005.

**§ 63-2414.** Oath or affirmation of true interpretation.

Before a qualified legal interpreter may participate in any proceedings under the provisions of the Oklahoma Legal Interpreter for the Deaf and Hard-of-Hearing Act, such interpreter shall make an oath or affirmation that the interpreter will make a true interpretation in the manner most readily understood by the person who is deaf or hard-of-hearing.

Added by Laws 1982, c. 290, § 8. Amended by Laws 2005, c. 395, § 8, eff. Nov. 1, 2005.

**§ 63-2415.** Interpreter's fees – Recess periods.

**A.** A qualified legal interpreter appointed under the provisions of the Oklahoma Legal Interpreter for the Deaf and Hard-of-Hearing Act shall be entitled to the prevailing rate for qualified legal interpreters in this state; provided, any interpreter who is appointed pursuant to Section 2409 or 2410 of this title shall be paid in accordance with the fee schedule established pursuant to Section 7 of Senate Bill No. 779 of the 1st Session of the 50th Oklahoma Legislature, if that bill is enacted. Prior to the establishment of a fee schedule or if Senate Bill No. 779 of the 1st Session of the 50th Oklahoma Legislature is not enacted, payment shall be the prevailing rate for qualified legal interpreters in this state. When the interpreter is appointed by a court, the fee shall be paid out of the local court fund as provided for in Section 1304 of Title 20 of the Oklahoma Statutes and when the interpreter is otherwise appointed, the fee shall be paid by the appointing authority. The person for whom the interpreter is appointed shall not be assessed a reimbursement fee.

**B.** The appointing authority shall provide recess periods as necessary for the qualified legal interpreter as determined by the interpreter.

Added by Laws 1982, c. 290, § 9. Amended by Laws 1989, c. 194, § 3, eff. Nov. 1, 1989; Laws 1995, c. 73, § 4, emerg. eff. April 12, 1995; Laws 1999, c. 11, § 1, emerg. eff. April 5, 1999; Laws 2005, c. 395, § 9, eff. Nov. 1, 2005.

**§ 12-2503. 1.** Interpreter for the Deaf or Hard-of-Hearing Privilege

**A.** As used in this section:

1. An "interpreter" is a qualified legal interpreter for the deaf or hard-of-hearing, as defined by Section 2408 of Title 63 of the Oklahoma Statutes;
2. A "deaf or hard-of-hearing person" is a person whose sense of hearing is nonfunctional for the ordinary purposes of life; and;
3. A communication is "confidential" if made privately and not intended for further disclosure except to other persons present in furtherance of the purpose of the communication.

**B.** A person has a privilege to refuse to disclose and to prevent an interpreter from disclosing such person's confidential communication made while such interpreter is acting in the capacity as an interpreter for persons who are deaf or hard-of-hearing.

**C.** The privilege may be claimed by the interpreter, by the deaf or hard-of-hearing person, by the guardian or conservator of the deaf or hard-of-hearing person, or by the personal representative of the deaf or hard-of-hearing person if the deaf or hard-of-hearing person is deceased.

**D.** An interpreter who is employed to interpret, transliterate or relay a conversation between a person who can hear and a deaf or hard-of-hearing person is a conduit for the conversation and may not disclose or be compelled to disclose, through reporting or testimony or by subpoena, the contents of a confidential communication.

**E.** There is no privilege pursuant to this section for communications:

- 1.** If the services of the interpreter were sought or obtained to enable or aid anyone to commit or plan to commit what the deaf or hard-of-hearing person knew, or reasonably should have known, to be a crime or fraud or physical injury to the deaf or hard-of-hearing person or another individual;
- 2.** In which the deaf or hard-of-hearing person has expressed an intent to engage in conduct likely to result in imminent death or serious bodily injury to the deaf or hard-of-hearing person or another individual;
- 3.** Relevant to an issue in a proceeding challenging the competency of the interpreter;
- 4.** Relevant to a breach of duty by the interpreter; or
- 5.** That are subject to a duty to disclose under statutory law.

Added by Laws 1993, c. 297, § 1, emerg. eff. June 7, 1993. Amended by Laws 2002, c. 468, § 37, eff. Nov. 1, 2002. Renumbered from § 2506.1 of this title by Laws 2002, c. 468, § 78, eff. Nov. 1, 2002. Amended by Laws 2005, c. 395, § 10, eff. Nov. 1, 2005.









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