Contract Court Interpreter Services
Terms and Conditions

1. Contract

These terms and conditions along with the attachments to this document, in addition to the Rate and Information Sheet and any order/requisition(s) for specific interpreting assignments, constitute the contract for contract court interpreter services. The contract court interpreter shall provide services strictly in accordance with the terms and conditions of this contract. The Government shall not be liable for any services provided by the contract court interpreter that have not been authorized by the court. An order/requisition stating the specific terms of an assignment(s) shall be issued to the contract court interpreter in writing, prior to performance if possible, or as soon as possible if not. An order/requisition may be modified before or during the performance of interpreter services.

2. Rates for Interpreting Services

The rates for interpreter services are established by the Director of the Administrative Office of the United States Courts and will be in effect for the duration of this contract unless otherwise increased. The rates approved for this contract are detailed in the Rate and Information Sheet of this contract. The fee paid for interpreter services rendered is in addition to payment, if any, for travel time as described in Section 7.2.

The half-day rate is paid for services up to and including four hours in one day, and the full-day (daily) rate is paid for services in excess of four hours up to and including eight hours in one day. Overtime/hourly rates apply only if the workday exceeds eight hours, not including meal periods, and are applicable to any hour or fraction thereof exceeding eight hours. Contract court interpreters may not charge any other federal court unit, Federal Public Defender, or CJA Panel attorney for any services rendered during the same half or full day for which the contract court interpreter is being compensated pursuant to this contract.

3. Definitions

"Contracting Officer" refers to the person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer. The Contracting Officer for the court issuing this Contract Court Interpreter Services Terms and Conditions document is identified on the Rate and Information Sheet.

"Contract court interpreter" as referred to in this contract is a freelance interpreter and not a judiciary employee, who has been determined by the court, in accordance with 28 U.S.C. § 1827, to have the requisite knowledge, skills and abilities to provide interpreting, including sight translation, in the languages specified in this contract.

Contract Court Interpreter Services Terms and Conditions

"Court Interpreters Act" means the Court Interpreters Act of 1988, as amended, Pub. L. No. 95- 539, 92 Stat. 2040 (1978), and Court Interpreter Amendments, Pub. L. No. 100-702, 102 Stat. 4654-4657 (1988) (codified at 28 U.S.C. §§ 602(b), 604(a)(10)(C), 604(a)(14), 604(a)(15), 604(a)(16), 1827 and 1828). The Court Interpreters Act, 28 U.S.C. § 1827 sets forth the judiciary's responsibilities for selecting, securing and utilizing court interpreters.

"Federal court unit" or "court unit" refers to any of the federal district, probation, pretrial, bankruptcy, appellate and federal circuit courts.

"Simultaneous Interpretation" means the instantaneous oral reproduction of speech from one language to another. This requires the interpreter to listen, comprehend, convert into the target language, and reproduce a speaker's or signer's message in the target language while the speaker or signer continues to speak or sign, typically lagging a matter of seconds behind the speaker's or signer's communication. The simultaneous mode is used by interpreters when interpreting all that is said in courtroom proceedings for non-English speaking defendants.

"Consecutive Interpretation" means interpretation that requires the interpreter to listen, comprehend, render into the target language, and reproduce the original message in the target language after the speaker or signer pauses, such as in the "question and answer" mode in which the speaker completes a statement and the interpreter begins to interpret after the statement is completed. The consecutive mode is used with non-English speaking parties on the stand or at the lectern.

"Sight Translation" is the oral rendition of the text of a written document. The interpreter first reviews the original text, then renders it orally into the other language. Sight translation is distinguished from the general meaning of translation, which is rendering a written source language document into a written target language document, in that sight translation is done on sight (upon reading): the parallel text is spoken verbally, and not prepared in writing.

"Team Interpreting" refers to two or more interpreters working together as a team to ensure the sustained accuracy of interpretation. The team members generally pre-agree on the intervals, usually every 20 to 30 minutes, for rotating the role of active interpreter. The interpreter who is not actively interpreting assumes a supporting role and continues to follow the proceedings in order to provide the appropriate level of continuity when the interpreters' roles are rotated. A separate contract will be issued to each interpreter working in a "team interpreting" assignment.

"Order/Requisition" refers to the information provided in writing to the contract court interpreter regarding a specific interpreting assignment, including date, time, location, address, and whether or not travel is authorized. The order/requisition should be provided to the interpreter prior to travel to or performance of an interpreting assignment, if time allows, or as soon as possible thereafter if necessary.

4. Description of Services to Be Performed

All interpreter services shall be provided in accordance with the Court Interpreters Act, 28 U.S.C. § 1827 and this contract. Interpreter services may include interpretation for defendants, witnesses and other participants in court proceedings, both in and out of court, in a variety of hearings, including trials, in both criminal and civil matters instituted by the United States.

The contract court interpreter shall provide interpreting services from English into the foreign language or sign language listed on the Rate and Information Sheet of this contract and vice versa. The contract court interpreter shall be prepared to provide interpreter services in any or all of the following modes: simultaneous interpretation, consecutive interpretation, and sight translation, as needed. The contract court interpreter must be able to work with interpreting equipment in the courtroom and equipment used to provide remote interpreting services by telephone. The contract court interpreter may be required to work with other interpreters hired by the court in team interpreting situations.

The duration of interpreting assignments may vary from less than half an hour to several weeks/months per assignment. The contract court interpreter shall be available to the court for the entire time agreed to for each assignment. Thus, if the contract court interpreter is requested for one half-day and the court proceedings specified in the order/requisition only last(s) ten minutes, the court may require the contract court interpreter to provide additional interpreter services within the contracted period, unless providing such services would result in a conflict of interest. Likewise, the contract court interpreter may be required to remain available for overtime, as some assignments, particularly trials days, may exceed eight hours. If overtime is required, the interpreter will be notified as soon as possible and will be paid the applicable overtime rate listed on the Rate and Information Sheet for each hour or fraction thereof. The interpreter, before accepting an assignment, shall inform the court of any obligations that could present a conflict.

Interpreting assignments may range from simple to highly complex, sensitive or controversial. The contract court interpreter shall be able to work in a high-pressure environment and stay within the role of interpreter until excused by the court. The contract court interpreter shall continue to provide interpreting services even if parties in the proceedings are disruptive or unruly.

5. Inspection and Acceptance

A judge may, at any time or place, assess the quality of the services performed. The contracting officer may, in consultation with the judge, reject and deny payment for any services that do not meet the stated requirements and standards of the contract and the highest standards of professionalism, including the requirements in the attached *Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts*.

6. Performance of Services

Contract court interpreters must possess a high level of language proficiency in English and the foreign or sign language and must be able to demonstrate to the satisfaction of the court that they are competent court interpreters who can render spoken court discourse accurately from English into the sign language or the oral form of the foreign language and from the sign language or oral form of the foreign language into spoken English, and, as appropriate, perform interpretations in the simultaneous as well as consecutive modes and/or render sight translations with a high degree of accuracy.

Services may be performed in or out of court. In the performance of services under this contract, the contract court interpreter shall adhere to the provisions of this contract, as well as the interpreter's oath administered by the court.

It is the responsibility of the contract court interpreter to ensure that he/she fully understands the scope of the assignment and the skills and ethical obligations imposed by it, pursuant to the *Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts*. The contract court interpreter shall recuse him or herself of any assignment that may be beyond the ability of the contract court interpreter or which may constitute a conflict of interest for the interpreter. The interpreter shall also advise the court if additional preparation time or other special conditions are required to ensure that the services can be rendered in a competent manner.

The court has final authority to make decisions about assignments, including the use and rotation of team interpreters. The court will determine if the contract court interpreter should be issued an identification card, and shall set the terms and conditions for the use of such identification card.

7. Contract Administration Data

7.1 Payment for Services - General Invoice Requirements

An original invoice and/or local court form for services rendered shall be submitted by the interpreter within 30 days of completion of a given assignment to the address indicated for invoices in the Rate and Information Sheet. The contract court interpreter may submit an interim invoice for assignments that extend beyond one month.

The bill/invoice must at a minimum include all of the following:

- Name of the interpreter
- Tax Payer Identification Number (TIN) or Social Security Number
- Mailing address
- Case or file number and caption
- Language in which the interpreting services were provided
- Dates/times the interpreting services were provided
- Travel dates, if applicable, to include:
  - departure time from residence
  - arrival time at court destination
  - departure time from court location
  - arrival time at residence at the end of travel
- Itemized applicable charges/costs for services as well as travel
- All applicable receipts as described herein for lodging and any expense of $25 or more

Interim invoices and travel expenses vouchers may be submitted when the contract court interpreter services are rendered over a long-term period.

Inquiries concerning the contract or the rates authorized under this contract should be directed to the Contracting Officer at the address/phone number indicated in the Rate and Information Sheet.

7.2 Fees to be Paid for Travel Days

No payment will be provided for travel time for travel within the local commuting area of the court location in which the contract court interpreter is working. The local commuting distance to the courthouse will be set by the court (see Section 7.4, Travel Expenses, below and on Rate and Information Sheet).

The order/requisition shall state all travel authorized. The contract court interpreter will be paid for travel time upon submission of both a proper invoice and the order/requisition authorizing travel.

When a contract court interpreter is required to travel to a court location that is beyond the local commuting distance to the courthouse from the interpreter's residence, using air transportation or long-distance ground transportation, on a day prior to a court proceeding, the court will pay a travel time fee, based on time in travel, equal to the applicable half-day rate or full-day rate, plus the overtime rate for any hour or fraction thereof over eight hours. If travel to the interpreter's residence from a court location that is beyond the local commuting distance is required on the day after completion of a court proceeding, the court will pay a travel time fee, based on time in travel, equal to the

applicable half-day or full-day rate, plus overtime if applicable. Time in travel is counted from the time the interpreter leaves the residence or other authorized location until arrival at the court location, and from the time the interpreter leaves the court location until arrival at the residence or other authorized location.

If the travel time and service time for the same day exceed four hours, the total amount paid will be applicable full-day rate, plus overtime for each hour or fraction thereof over eight hours, if any.

All of the above are in addition to subsistence expenses to be reimbursed if the interpreter submits a proper invoice and the necessary receipts, in accordance with this contract as noted in Section 7.4, Travel Expenses, on the Rate and Information Sheet and the Judiciary Staff Travel Regulations (see attachment 10.1).

For court proceedings that last longer than one week at a location beyond the local commuting distance from the contract court interpreter's residence, no interpreting fees will be paid for weekend days when the contract court interpreter is not providing interpreter services. The court shall determine whether it is more advantageous to the court for the contract court interpreter to remain on travel status for the weekend or return to the interpreter's residence.

- The contract court interpreter who stays on travel status during a weekend will be paid per-diem and subsistence expenses only for lodging and meals.
- If the contract court interpreter returns to the interpreter's residence during a weekend, the court will determine whether it is more advantageous to the government to pay the interpreter's travel time or to reimburse the interpreter for travel expenses.

For court proceedings lasting longer than two weeks, the court will pay for one round-trip return home every other weekend, in accordance with the Judiciary Staff Travel Regulations.

7.3 Cancellation Fees

If the contract court interpreter receives notice of cancellation of a court proceeding at least 24 hours prior to the scheduled proceeding or time of departure from residence while in travel status, not counting weekends or federal holidays, no cancellation fee will be paid. If the contract court interpreter is notified of the cancellation less than 24 hours before the scheduled proceeding or time of departure from residence while in travel status, not counting weekends or federal holidays, the court will compensate the interpreter with a cancellation fee as described in the Rate and Information Sheet.

If the court proceeding is cancelled after the contract court interpreter is en route or arrives at the court location, or if the judge deems the contract court interpreter does not

communicate effectively and therefore cannot be used after the interpreter arrives at the court, travel time fees will be paid as indicated in Section 7.2, Fees to be Paid for Travel Days, in addition to the cancellation fee described in Section 7.3, Cancellation Fees and indicated on the Rate and Information Sheet. A contract court interpreter may not receive duplicate payment for the same half or full day from any one or more federal court units, Federal Public Defender organization, or CJA appointed attorney for any two or more of a travel fee, a cancellation fee or a service fee. Two half days, for travel and/or cancellation and/or service, will be paid at the applicable rate of one full day if both half days are accrued on the same day.

7.4 Travel Expenses

The contract court interpreter agrees to perform interpreting services at the court locations identified in the Rate and Information Sheet.

A contract court interpreter will not receive reimbursement for mileage, parking, taxis, public transportation or other travel expenses from the interpreter's residence to the courthouse if that contract court interpreter's residence is within the local commuting distance to the courthouse, as indicated on the Rate and Information Sheet, as these expenses have been considered in setting the AO-established service fee schedule.

The order/requisition shall state all travel authorized. The contract court interpreter will be reimbursed upon submission of a proper invoice, a copy of the order/requisition authorizing travel, and necessary receipts for authorized travel expenses incurred in accordance with this contract and the Judiciary Staff Travel Regulations.

When a contract court interpreter is required to travel to a court location that is beyond the local commuting distance to the courthouse from the interpreter's residence, the contract court interpreter shall use the method of transportation authorized, as it has been determined by the judiciary to be the most advantageous to the judiciary, as described in Judiciary Staff Travel Regulations, (see Attachment 10.1 for information). Any additional cost resulting from the use of a method of transportation other than that authorized on the order/requisition will not be reimbursed and shall be the responsibility of the contract court interpreter.

Authorized travel expenses for travel from the interpreter's residence to the courthouse if the distance is beyond the local commuting distance or for travel between court facilities will be reimbursed by the court upon submission of a proper invoice and necessary receipts in accordance with the Judiciary Staff Travel Regulations, and as specifically listed in the Rate and Information Sheet.

The contract court interpreter shall make all necessary travel arrangements and pay for the travel services. The contract court interpreter shall pay for subsistence (e.g., all meals, lodging, and tips for meals, hotels, baggage, etc.) and, to seek reimbursement, must submit a proper invoice and necessary receipts as described herein. Reimbursement for subsistence expenses may be claimed only on an actual expense (itemized) basis, with receipts for lodging and for any expense of $25 or more, up to the applicable per diem allowance unless a greater amount (up to 150 percent of the applicable per diem allowance) is authorized on the order/requisition. Claims for reimbursement shall be accompanied by receipts and the order/requisition authorizing travel.

Contract court interpreters are eligible for government rates for lodging.

Contract court interpreters are not entitled to government rates for airline travel. The court will not purchase a ticket for travel for a contract court interpreter. Reservations should be made in coach class on a fully refundable fare with no penalties for cancellations or changes. In order to be reimbursed for the travel fare the passenger copy of the ticket and receipt shall be submitted to the court with the interpreter's invoice and a copy of the order/requisition authorizing the travel.

8. Equipment

The contract court interpreter must advise the clerk's office of any simultaneous interpreting equipment requirements prior to accepting an assignment. The government will not reimburse interpreters for the use of their personal equipment.

9. Special Requirements: Required Clauses

9.1 JP3 Clause 7-130, Interest (Prompt Payment) - (JAN 2003)

The provisions of the Prompt Payment Act of 1982 and OMB Budget Circular A-125 concerning interest on overdue payments are not applicable to the judiciary. Therefore, interest is not payable under this contract for overdue payments.

9.2 JP3 Clause 7-35, Disclosure or Use of Information - (JAN 2003)

(a) Judiciary information made available to the contractor for the performance or administration of this contract shall be used only for those purposes and shall not be used in any other way without the written agreement of the contracting officer.

(b) To the extent the information is otherwise publicly available, it is public information and is not restricted by operation of this clause. However, if public information is provided to the contractor for use in performance or administration of this contract in a media, format, or otherwise in a manner in which it is not available the public, such information may not be used for any other purpose by the contractor except with the written permission of the contracting officer. If the contractor is uncertain about the

availability or proposed use of information provided for the performance or administration of this contract, the contractor shall consult with the contracting officer regarding use of that information for other purposes.

(c) The contractor agrees to assume responsibility for protecting the confidentiality of judiciary records which are not public information. Such information may include, but is not limited to, all employee data and any written and oral information of a personal nature. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S.C. § 641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to $10,000, or imprisoned up to ten years, or both. The contractor shall obtain written acknowledgment from each officer and employee to whom information is made available, that they are aware of the above penalties associated with unauthorized disclosure. Such acknowledgments are subject to the review of the contracting officer.

(d) Performance of this contract may require the contractor to access and use data and information, proprietary to the judiciary or to a judiciary contractor, which is of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the judiciary and/or others.

(e) Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the judiciary, except as authorized by the contracting officer. The contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the judiciary between the contractor and the data owner which provides for greater rights to the contractor.

(f) The judiciary and contractor agree that neither expects the performance under this contract to involve reporting or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the contractor shall consult with the contracting officer

as to the proper safeguarding, security, and secrecy of the original notes and transcript orders.

(g) The contracting officer will advise the contractor whenever the judiciary places a service order which will require classified information or materials. The contractor will have the right to decline to provide services, in which event such services shall be outside the scope of this contract.

(h) The contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the document, any information which the presiding judicial official designates as "off the record" and all classified information and material.

(i) The contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the contracting officer. The contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the contracting officer, except as access may be necessary for authorized employees of the contractor to perform services under this contract.

(j) Notwithstanding any other provision of this contract the contractor may deliver transcript containing classified material or information only to the judiciary. The contractor shall never sell or deliver such document to a private person without the express written permission of the contracting officer. Notwithstanding any other provision of this contract, the contractor shall never keep a copy of a document containing classified material or information after the delivery of the original to the contracting officer.

9.3 JP3 Clause 7-235, Disputes - (JAN 2003)

(a) A contract dispute means a written claim, demand or assertion by a contracting party for the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other specific relief arising under or relating to the contract. A dispute also includes a termination for convenience settlement proposal and any request for an equitable adjustment, which is denied. A voucher, invoice, or other routine payment that is not disputed by the parties is not a dispute under this clause.

(b) A contract dispute shall be filed within 12 months of its accrual and shall be submitted in writing to the contracting officer. The dispute shall contain a detailed statement of the legal and factual basis of the dispute and shall be accompanied by any documents that support the claim. The claimant shall seek specific relief, as provided in paragraph (a) above. However, the time periods set forth here shall be superceded if the contract

contains specific provisions for the processing of any claim which would otherwise be considered a dispute under this clause.

(c) Contracting officers are authorized to decide or settle all disputes under this clause. If the contracting officer requires additional information the contracting officer shall promptly request the claimant to provide such information. The contracting officer will issue a written determination within 60 days of the receipt of all the requested information from the claimant. If the contracting officer is unable to render a determination within 60 days, the claimant shall be notified of the date on which a determination will be made. The determination of the contracting officer shall be considered the final determination of the judiciary.

(d) The contractor shall proceed diligently with performance of this contract pending resolution of the dispute. The contractor shall comply with the final determination of the contracting officer unless such determination is overturned by a court of competent jurisdiction. Failure to diligently continue contract performance during the pendency of the claim or failure to comply with the final determination of the contracting officer may result in termination of the contract for default or imposition of other available remedies.

9.4 JP3 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JAN 2003)
(a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.

(b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

9.5 Payments - AOUSC 2004
The judiciary will pay the contract court interpreter, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for products or services rendered, less any deductions provided in this contract.

9.6 Termination - AOUSC 2003
The agreement may be terminated at anytime, in whole or in part, when it is in the best interest of the court.

9.7 JP3 Clause 7-20, Security Requirements (JAN 2003)

The contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with judiciary security requirements, and the best commercial practices without unnecessary delays or interference with the judiciary's mission or functions. Personnel visiting court sites to provide support covered under this contract may be subjected to FBI screening and U.S. Marshal inspection.

9.8 JP3 Clause 7-40, Judiciary - Contractor Relationships

(a) The judiciary and the contractor understand and agree that the services to be delivered under this contract by the contractor to the judiciary are non-personal services. The parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the judiciary and the contractor and/or between the judiciary and the contractor's employees. It is therefore, in the best interest of the judiciary to afford the parties a full and complete understanding of their respective obligations.

(b) The contractor and/or the contractor's personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a federal officer, or are under the supervision or direction of a federal officer;

(2) be placed in a staff or policy making position;

(3) be placed in a position of command, supervision, administration or control over judiciary personnel or the personnel of other contractors, or become a part of the judiciary organization;

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations.

(c) Employee Relationship

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgement and discretion on behalf of the judiciary. The contractor's employees will act and exercise personal judgement and discretion on the behalf of the contractor, as directed by the contractor's supervisory personnel, and in accordance with the contract terms and conditions.

(2) Rules, regulations, directions, and requirements issued by the judiciary under the judiciary's responsibility for good order, administration, security, and safety are applicable to all personnel physically located on-site, inclusive of contractor personnel

who are required under the terms and conditions of this contract to be so located.. This is not to be construed or interpreted to establish any degree of judiciary control which is inconsistent with a non-personal services contract.

10. Attachments

10.1 Judiciary Staff Travel Regulations (available on web site of district court)

10.2 Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts (available at http://www.uscourts.gov/interpretprog/interp_prog.html)