

STATE OF NORTH CAROLINA
COUNTY OF WAKE

A G R E E M E N T

THIS PERSONAL SERVICES AGREEMENT IS HEREBY MADE BETWEEN XXXX, HEREINAFTER KNOWN AS THE "CONTRACTOR", AND THE ADMINISTRATIVE OFFICE OF THE COURTS, HEREINAFTER KNOWN AS THE "AGENCY".

W I T N E S S E T H:

WHEREAS, the AGENCY desires to pay the CONTRACTOR for services rendered as hereinafter described, using funds made available to the AGENCY;

WHEREAS, the CONTRACTOR desires to provide the services hereinafter described;

THEREFORE, in consideration of the promises, conditions and funding set forth herein, the parties hereto do mutually agree as follows:

A. Contractual Status. The AGENCY and CONTRACTOR hereby agree that the CONTRACTOR shall be paid for services rendered in accordance with Paragraph C of this Agreement; provided that the CONTRACTOR is not and will not by virtue of this Agreement acquire the status of an employee of the AGENCY.

B. Jurisdiction. The parties agree that the place of this Agreement, its situs and forum, shall be in Raleigh, Wake County, North Carolina, and in said County and State shall all matters, whether sounding in Agreement or tort relating to the validity, construction, interpretation and enforcement of this Agreement, be determined.

C. Scope of Services. The services and tasks required to be performed by said CONTRACTOR, for which the CONTRACTOR is to be paid by the AGENCY, are as follows:

Perform English to Spanish and Spanish to English foreign language interpretation for court officials of in-court testimony and court proceedings, and communications between counsel and limited English proficient (LEP) client during the court proceedings, and LEP victim/witness and district attorneys during the court proceedings. CONTRACTOR may also be asked to provide interpretation and/or translation services for other AGENCY approved court officials and AGENCY identified criminal justice officials. CONTRACTOR may not provide interpreter or translation services for any other government agencies or non-government entities (e.g., attorneys, bondsmen, jailers, probation officers, court counselors) at the same time that CONTRACTOR is assigned to work for the AGENCY.

D. Time of Performance. This agreement will be effective January 1, 2013 through December 31, 2014, with the option of three additional one-year extensions, exercisable by the AGENCY.

E. Compensation and Payment for Services. The AGENCY hereby agrees to pay the CONTRACTOR in accordance with the confirmed qualifications of the CONTRACTOR in accordance with the designations below. CONTRACTOR's designation is contained in Attachment A.

MASTER CERTIFIED. Achieved passing scores on all sections of the Federal Court Interpreter Certification Examination (FCICE) or scores of 80% or higher on all sections of the North Carolina Court Interpreter Certification Examination (NCCICE) or Council of Language Access Coordinators (CLAC) examination from a member state.

CERTIFIED. Achieved passing scores of at least 70% on all three sections of NCCICE or CLAC examination from a member state.

CONDITIONALLY QUALIFIED. Achieved passing scores (70% or higher) on two of the three sections of the NCCICE or achieved scores within 10 points (60.9 – 69.9%) of passing on all three sections of the NCCICE. Individuals must qualify for the "CERTIFIED" category above within two years of the date of this Agreement to be eligible to continue to interpret for the AGENCY.

Except for regularly scheduled night courts, when the CONTRACTOR's services are required after normal work hours or on weekends the CONTRACTOR will be paid a differential hourly rate of \$10.00 per hour over the CONTRACTOR's base rate.

The AGENCY shall determine the CONTRACTOR's compensation designation level at the initiation of this agreement and will periodically thereafter assess the CONTRACTOR'S qualifications to determine if the designation should change.

CONTRACTOR will be paid for interpreting services as follows:

A minimum of one (1) hour for each individually assigned case.

A minimum of three (3) hours if the CONTRACTOR is scheduled to appear for a morning or afternoon session of court.

A minimum of five (5) hours if the CONTRACTOR is scheduled to appear for a full day of court or a superior court trial.

Provided, however, if the CONTRACTOR is notified less than 24 hours before the hearing that the CONTRACTOR'S services will not be needed the CONTRACTOR may bill for the minimum for which the CONTRACTOR was scheduled. CONTRACTOR will not be entitled to bill cancellation hours if CONTRACTOR is able to accept another AGENCY assignment for the same time period. (e.g., CONTRACTOR may not bill for cancellation time for a superior court trial if CONTRACTOR is able to accept an AGENCY assignment

elsewhere for the AGENCY during the same time period.) The AGENCY reserves the right to assign CONTRACTOR to another AGENCY assignment if CONTRACTOR'S services are canceled. CONTRACTOR will not be entitled to charge cancellation minimums if the cancellation occurred due to CONTRACTOR's failure to appear on time resulting in the continuance of the case.

Minimum assignments may not overlap. CONTRACTOR may not bill twice for sessions occurring at the same time on the same date. (e.g., CONTRACTOR may not bill for interpreting for one hour in district court in the morning and also bill for a three hour minimum morning session, if both appearances occur during the same time.)

If the court recesses for lunch during the time period CONTRACTOR is scheduled, CONTRACTOR will not be entitled to bill AGENCY for this recess. Billable time ends when the court recesses for lunch and begins again when court resumes.

CONTRACTOR will be entitled to reimbursement for mileage and one-half the CONTRACTOR's hourly rate for travel time when traveling more than 35 miles one-way for scheduled court appearances. If CONTRACTOR's services will require travel over 50 miles and an overnight stay the AGENCY will reimburse CONTRACTOR up to the State rate for hotel and meals. Pre-approval must be obtained from the AGENCY prior to incurring expenses.

CONTRACTOR shall provide to the AGENCY a completed monthly invoice for services and daily log sheet in a format approved by the AGENCY (Office of Language Access Services, hereafter referred to as OLAS) no later than 30 days after the provision of services. AGENCY shall pay the invoice within 30 days of receipt of correctly completed paperwork.

CONTRACTOR shall be paid for translating services for the AGENCY as specifically assigned by OLAS. CONTRACTOR shall not perform translation for the AGENCY without an assignment from OLAS.

F. Availability of Funds. It is understood and agreed between the CONTRACTOR and the AGENCY that the payment of compensation specified in this Agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the availability of funds to the AGENCY for said purpose.

G. Interpreting Policies and Procedures. The CONTRACTOR agrees to abide by the "**Standards for Language Access Services in the Court System.**"

H. Ethics. The CONTRACTOR has read and agrees to abide by the "**Code of Ethical Conduct for Court Interpreters**" as set forth in Attachment B. CONTRACTOR must initial each sub-paragraph within Attachment B.

Willful violation of the "**Code of Ethical Conduct for Court Interpreters**" shall result in immediate termination of this contract.

I. Termination of Agreement Without Cause. The AGENCY may terminate this Agreement at any time by notice in writing from the AGENCY to the CONTRACTOR. The CONTRACTOR may terminate this agreement upon giving thirty (30) days written notice to the AGENCY.

J. Criminal Charges/Convictions. Interpreters shall promptly notify the Agency if the Interpreter has been charged with or convicted of any crime during the term of this agreement.

K. Agreement Changes. The parties may agree to a change in the terms of this Agreement, to be incorporated in written amendments to this Agreement.

L. Third Party Participation. The CONTRACTOR shall not assign or transfer contractor's obligations under the contract or the contractor's right to receive payment.

M. Disputes and Appeals. In any dispute arising out of a question or fact in connection with the work to be performed under this Agreement or compensation therefore, the decision of the Director of the Administrative Office of the Courts shall be final and conclusive and shall be binding upon both parties.

N. Regulations Clause. The CONTRACTOR agrees to abide by all State of North Carolina regulations in particular pertaining to this Agreement and to abide by all State of North Carolina conditions and regulations applicable to the administration of such Agreements.

O. Audit Records. It is agreed between the parties hereto that the AGENCY and State Auditor of North Carolina have the right to audit all records pertaining to this Agreement both during the period such expenses are incurred and after completion of the time of performance specified in paragraph D. of this Agreement. The CONTRACTOR agrees to maintain appropriate documentation for all compensation claimed under this Agreement for examination by the staff of the AGENCY or Department of State Auditor for three years after the date of the service provided.

P. Contract Administrator. Brooke A. Bogue is designated as the Contract Administrator for the AGENCY.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 20____.

CONTRACTOR

Signature

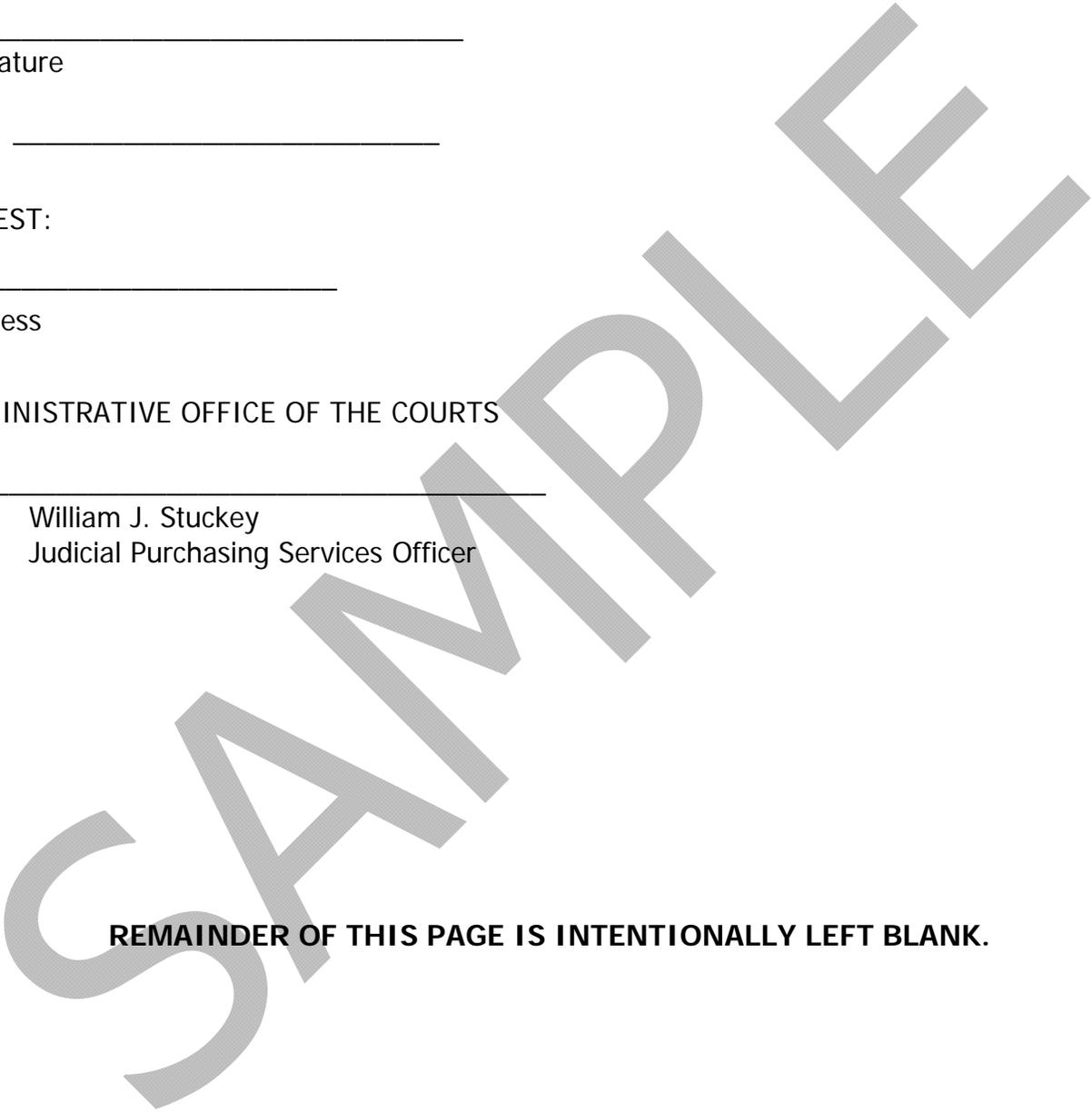
SSN: _____

ATTEST:

Witness

ADMINISTRATIVE OFFICE OF THE COURTS

By: _____
William J. Stuckey
Judicial Purchasing Services Officer



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ATTACHMENT A

**North Carolina Administrative Office of the Courts
Spanish Foreign Language Interpreter Classification
January 1, 2013**

Name:

Social Security Number:

Authorized Classification Level:

CLASSIFICATION LEVELS	QUALIFICATIONS	RATE OF PAY
A1. Master Certified	Achieved passing scores on all sections of the Federal Court Interpreter Certification Examination (FCICE) or scores of 80% or higher on all sections of the North Carolina Court Interpreter Certification Examination (NCCICE) or CLAC exam from a member state.	\$50 per hour
A2. Certified	Achieved passing scores of at least 70% on all three sections of NCCICE.	\$40 per hour
B. Conditionally Qualified	Achieved passing scores (70% or higher) on two of three sections of the NCCICE or achieved scores within 10 points (60.9 – 69.9%) of passing on all three sections of the NCCICE.	\$35 per hour

ATTACHMENT B

North Carolina Administrative Office of the Courts Code of Ethical Conduct for Court Interpreters

General Conduct and Responsibilities

_____ Interpreters are officers of the court and shall conduct themselves in a courteous, professional and responsible manner.

_____ Interpreters should know and observe the established protocol, rules, and procedures when delivering interpreting services. When speaking in English, interpreters should speak at a rate and volume that enable them to be heard and understood throughout the courtroom, but the interpreter's presence should otherwise be as unobtrusive as possible. Interpreters should work without drawing undue or inappropriate attention to themselves.

_____ Interpreters should dress in a professional manner that is consistent with the dignity of the proceedings of the court.

_____ Interpreters shall not make any type of referrals (i.e., to attorneys).

_____ Interpreters shall accurately represent their education, training, classification level and certifications.

_____ Interpreters shall continually seek to enhance and refine their skills and knowledge through continuing education and training activities, and as required by OLAS.

The Proper Role of the Interpreter

_____ Interpreters shall interpret completely and accurately. Interpreters shall not alter the meaning of the statements they are interpreting. Interpreters shall never interject their own words, phrases or expressions. Interpreters shall not elaborate on or explain the statements they are interpreting. Interpreters shall not correct misstatements of those for whom they are interpreting, even when a misstatement is an obvious error (for example, a witness answers "1899" rather than "1999").

_____ Interpreters shall accurately convey the tone and register of the statements they are interpreting.

_____ Interpreters shall not provide any other services other than interpreting. For example, interpreters shall not offer legal or other professional advice, or personal opinions, to the persons for whom they are providing interpreting services.

_____ Interpreters shall inform the court immediately if they become concerned about their ability to interpret in a particular proceeding or for a particular person. For example, the interpreter cannot understand the defendant's language, or knows the witness or defendant, or has strong opinions regarding the case.

_____ Interpreters should notify the court if they have any environmental or physical limitation that impedes or hinders their ability to deliver interpreting services adequately (e.g., the courtroom is not quiet enough for the interpreter to hear or be heard by the non-English speaker, more than one person at a time is speaking, or principals or witnesses of the court are speaking at a rate of speed that is too rapid for the interpreter to adequately interpret).

_____ Interpreters should notify the presiding official of the need to take periodic breaks to maintain mental and physical alertness and prevent interpreter fatigue. Interpreters should recommend and encourage the use of team interpreting when a hearing is expected to exceed two hours.

_____ Interpreters are encouraged to make inquiries as to the nature of a case whenever possible before accepting an assignment. This enables interpreters to match more closely their professional qualifications, skills, and experience to potential assignments and more accurately assess their ability to satisfy those assignments competently. Even competent and experienced interpreters may encounter cases where routine proceedings suddenly involve technical or specialized terminology unfamiliar to the interpreter (e.g., the unscheduled testimony of an expert witness). When such instances occur, interpreters should request a brief recess to familiarize themselves with the subject matter. If familiarity with the terminology requires extensive research, interpreters must inform the presiding official.

_____ Interpreters should refrain from accepting a case if they feel the language and subject matter of that case is likely to exceed their skills or capacities. Interpreters should feel no compunction about notifying the presiding official if they feel unable to perform competently, due to lack of familiarity with terminology, preparation, or difficulty in understanding a witness or defendant.

_____ Interpreters should not interpret sound recordings in court because of the difficulty involved and should advise the court of this if asked to perform such a task. If the presiding official orders the interpreter to do so despite being warned of the inappropriateness of such a task, the interpreter should state for the record that he or she cannot certify the accuracy of the interpretation.

_____ Interpreters shall limit themselves to interpreting, and shall not give legal advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting or translating while serving as an interpreter.

_____An interpreter may convey legal advice from an attorney to a person only while that attorney is giving it. An interpreter should not explain the purpose of forms, services, or otherwise act as counselors or advisors unless they are interpreting for someone who is acting in that official capacity. The interpreter may sight translate language on a form for a person who is filling out the form, but may not explain the form or its purpose or fill out the form for such a person.

_____Since interpreters are responsible only for enabling others to communicate; they should limit themselves to the activity of interpreting. Interpreters should refrain from initiating communications while interpreting unless it is necessary for assuring an accurate and faithful interpretation.

_____Interpreters may be required to initiate communications during a proceeding when they find it necessary to seek assistance in performing their duties. In this case, the interpreter should ask the Court's permission to initiate the communication. Examples of such circumstances include seeking direction when unable to understand or express a word or thought, requesting speakers to moderate their rate of communication or repeat or rephrase something, correcting their own interpreting errors, or notifying the court of reservations about their ability to satisfy an assignment competently. In such instances they should make it clear that they are speaking for themselves. (This is achieved by using the 3rd person-Example: "The interpreter requests that the question be repeated, clarified, etc...").

_____The interpreter should not personally perform official acts that are the official responsibility of other court officials including, but not limited to, court clerks, pretrial release investigators or interviewers, or probation counselors.

Impartiality and Confidentiality

_____Interpreters shall remain impartial. Interpreters shall not engage in conduct that gives the appearance of partiality. Interpreters shall disclose to the court any possible conflict of interest, however remote. Any condition that interferes with the objective of the interpreter constitutes a conflict of interest.

Examples of actual or apparent conflicts of interest include, but are not limited to:

1. The interpreter is a friend, associate, or relative of a party or counsel for a party involved in the proceeding;
2. The interpreter has served in an investigative capacity for any party involved in the proceeding;
3. The interpreter has previously been retained by a law enforcement agency to assist in the preparation of the criminal case at issue;

4. The interpreter or the interpreter's spouse or child has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that would be affected by the outcome of the case;
5. The interpreter has been involved in the choice of a counsel or law firm for that case.

____ Interpreters should disclose to the court and other parties when they have previously been retained for private employment by one of the parties in the case.

____ Interpreters should not serve in any matter in which payment for their services is contingent upon the outcome of the case.

____ Interpreters will not accept money or other consideration or favors of any nature or kind which might reasonably be interpreted as an attempt to influence their actions with respect to the discharge of their obligations except for the authorized payment.

____ Interpreters will not accept payment directly from or on the behalf of a person for whom the Interpreter is being paid from AGENCY funds to provide interpreting or translating services.

____ An interpreter who is also an attorney shall not serve in both capacities in the same matter.

____ Interpreters should notify the presiding official of any personal bias they may have involving any aspect of the proceedings. For example, an interpreter who has been the victim of a sexual assault may wish to be excused from interpreting in cases involving similar offenses.

____ Interpreters shall preserve the confidentiality of any privileged or confidential information they interpret.

____ Interpreters shall not publicly discuss or comment on a matter in which they are providing interpreting services. An interpreter should never grant interviews to the media, make comments, or express personal opinions to any of the parties about any aspect of the case even after a verdict is rendered.

____ Interpreters shall not converse with parties, witnesses, jurors, attorneys, friends or relatives of any party except in the discharge of their official functions.

____ Interpreters shall strive for professional detachment. Verbal and non-verbal displays of personal attitudes, prejudices, emotions, or opinions should be avoided at all times.

_____For the duration of the proceedings, interpreters shall neither interact with nor socialize with the parties, attorneys, witnesses, jurors, presiding officials or friends or relatives of one of these persons, except when carrying out their official duties.

_____Interpreters must also refrain from repeating or disclosing information obtained by them in the course of their employment that may be relevant to the legal proceeding.

_____In the event that an interpreter becomes aware of information that suggests imminent harm to someone or relates to a crime being committed during the course of the proceedings, the interpreter shall immediately disclose the information to an appropriate authority within the judiciary who is not involved in the proceeding and seek advice in regard to the potential conflict in professional responsibility.

_____ "No court interpreter shall comment or render an opinion on the propriety or impropriety of a verdict in any matter in which he or she has served." ¹

SAMPLE

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Fundamentals of Court Interpretation-Dueñas et al p. 499 The Public & the Media.