

STATE OF NORTH CAROLINA
COUNTY OF WAKE

A G R E E M E N T

THIS AGREEMENT IS HEREBY MADE BETWEEN _____ 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:

Assign interpreters employed by CONTRACTOR to perform Spanish foreign language oral interpretation for court officials of in-court testimony and proceedings, lawyer to client communications for court-appointed counsel, public defenders and victim/witness communications with district attorneys. CONTRACTOR's employees may also be asked to provide interpretation and/or translation services for other court officials and AGENCY identified criminal justice officials. CONTRACTOR's employees may not provide interpreter or translation services for any other government agencies or non-government entities (e.g., attorneys, bondsmen, jailers) at the same time that CONTRACTOR's employees are assigned to work for the AGENCY.

D. Time of Performance. The effective date of this Agreement is February 1, 2007, and will renew annually thereafter until December 31, 2012, unless modified or terminated.

E. Compensation and Payment for Services. The AGENCY hereby agrees to pay the CONTRACTOR in accordance with the confirmed qualifications of the CONTRACTOR's

employees in accordance with the designations below. Designations are contained in Attachment A.

STATE OR FEDERALLY CERTIFIED. Achieved passing or higher scores on all sections of the State or Federal oral exam.

CONDITIONALLY APPROVED. Took the State oral exam and passed two of the three sections or scored within 10 points of passing on all three sections.

ELIGIBLE. Attended two-day AOC ethics class in 2004 or later and passed both written screening tests.

TEMPORARILY ELIGIBLE. Attended two-day AOC ethics class in 2004 or later and failed one or both written tests or has not attended the ethics class, but has worked for the North Carolina or other state or federal courts as an interpreter during the calendar year immediately prior to the date of this Agreement.

TEMPORARILY ELIGIBLE. Individuals must qualify for the "ELIGIBLE" category above within two years of the date of this Agreement to be eligible to continue to interpret or translate for the AGENCY.

CONDITIONALLY ELIGIBLE. Not attended two-day AOC ethics class and not previously worked for the North Carolina or other state or federal courts as an interpreter during the calendar year immediately prior to the date of this Agreement.

CONDITIONALLY ELIGIBLE. Individuals must qualify for the "ELIGIBLE" category above within two years of the date of this Agreement to be eligible to continue to interpret or translate for the AGENCY.

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

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

CONTRACTOR will be paid for interpreting and translation services of CONTRACTOR's employees as follows:

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

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

A minimum of five (5) hours if the CONTRACTOR's employee is scheduled to appear for a full day of court.

Provided, however, if the CONTRACTOR is notified less than 48 hours before the hearing that the CONTRACTOR'S employee's services will not be needed, the CONTRACTOR may bill for one (1) hour for a district court case and three (3) hours for a superior court 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 session, if both appearances occur at the same time.)

CONTRACTOR will not be entitled to reimbursement for mileage, but will be paid one-half the CONTRACTOR's employee's hourly rate for his travel time when traveling more than 35 miles one-way for scheduled court appearances. If CONTRACTOR's employee'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 and a daily log sheet for services in a format approved by the AGENCY (Court Programs and Management Services Division) no later than 30 days after the provision of services. AGENCY shall pay the invoice within 30 days of receipt.

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 "**Policies and Procedures for Use of Foreign Language Interpreting and Translating Services in the Court System.**"

H. Ethics. The CONTRACTOR's employees have read and agree to abide by the "**Code of Ethical Conduct for Court Interpreters**" as set forth in Attachment B.

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. CONTRACTOR shall promptly notify the Agency if an employee 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, 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. Court Programs and Management Services Division of the AGENCY will administer this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

CONTRACTOR:

Signature
TID: _____

ATTEST:

Witness

ADMINISTRATIVE OFFICE OF THE COURTS

By: _____
William J. Stuckey
Judicial Purchasing Services Officer

SAMPLE
FOR
REFERENCE
ONLY

ATTACHMENT A

**North Carolina Administrative Office of the Courts
Foreign Language Interpreter Classification
January 1, 2007**

Name:

Social Security Number:

Authorized Classification Level:

CLASSIFICATION LEVELS	QUALIFICATIONS	RATE OF PAY
A: State or Federally Certified	Achieved passing or higher scores on all sections of the State or Federal oral exam	\$40 per hour for actual hours worked
B: Conditionally Approved	Achieved passing scores on two of three sections of the State oral exam or scores within 10 points of passing on all three sections of the State oral exam	\$35 per hour for actual hours worked
C: Eligible	Attended two-day AOC ethics class in 2004 or later and passed both written screening tests	\$30 per hour for actual hours worked
D: Temporarily Eligible	Attended two-day AOC ethics class in 2004 or later and failed one or both of the written screening tests or has not attended the ethics course, but has worked for state or federal courts as an interpreter	\$25 per hour for actual hours worked
E. Conditionally Eligible	Not attended two-day AOC ethics class and not previously worked for state or federal courts as an interpreter	\$20 per hour for actual hours worked

ATTACHMENT B

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

INSTRUCTIONS: Interpreters must read and initial each paragraph and sign below acknowledging they have read and agreed to these Code of Ethical Conduct.

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 manner that is consistent with the dignity of the proceeding of the court.
- _____ Interpreters shall refrain from making any type of referrals (i.e., to attorneys).
- _____ Interpreters shall adhere to all instructions given by the court in which their services are being used.
- _____ Interpreters shall accurately represent their education, training and certifications.
- _____ Interpreters shall continually seek to enhance and refine their skills and knowledge through continuing education and training activities.

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, 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 attempt to provide 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 limitations that impede or hinder 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 whenever necessary.
- _____ 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. In certain instances the presiding official will order the interpreter to interpret in court an audio recording. In such case, the interpreter should do so, but should state for the record that he or she cannot certify the accuracy of the interpretation.

- _____ Interpreters shall limit themselves to interpreting or translating, 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 translate language on a form for a person who is filling out the form, but may not explain the form or its purpose for such a person.
- _____ Since interpreters are responsible only for enabling others to communicate, they should limit themselves to the activity of interpreting or translating. 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 courts 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

By signing below the undersigned acknowledges that he/she has read the "**Code of Ethical Conduct for Interpreters**" and agrees to abide by the Code. Willful violation of the "**Code of Ethical Conduct for Court Interpreters**" shall result in immediate termination of this contract.

Print

Signature

Date

¹ *Fundamentals of Court Interpretation-Dueñas et al p. 499 The Public & the Media.*