

This contract is a sample only and should be tailored to the needs of the county and reviewed closely by legal counsel prior to use.

_____ COUNTY, _____ JUDICIAL DISTRICT

**CONTRACT COURT INTERPRETERS SERVICES TERMS AND
CONDITIONS**

_____ (hereinafter after known as the contract interpreter) hereby accepts contract services with the _____ County District Court, _____ Judicial District, under the following terms and conditions.

1. AGREEMENT

The following terms and conditions constitute the entire agreement for contract interpreter services for the period of _____ to _____, by the _____ County District Court, _____ Judicial District.

The contract court interpreter shall provide interpreting services from English to _____ and _____ to English during court proceedings; and must at all times adhere to the standards prescribed by law and the Idaho Code of Professional Responsibility for Interpreters in the Judiciary.

The contract court interpreter shall provide services strictly in accordance with the terms and conditions of the contract. The County shall not be liable for any services provided by the contract interpreter that have not been scheduled and/or authorized previously by the _____ Office.

2. SERVICES TO BE RENDERED

All services shall be rendered in accordance with the Idaho Code of Professional Responsibility for Interpreters in the Judiciary. Services include interpretation for defendants, witnesses, parents, and other participants in court proceedings, in a variety of hearings, in both criminal and civil cases.

The contract interpreter must be ready and prepared to provide interpreting services in any or all of the following modes: simultaneous, consecutive and/or sight translation. The contract interpreter must also be able to work with interpreting equipment.

The _____ County District Court may at any time inspect the services performed including written translations of documents or reports. The _____ County District Court may at any time reject services that do not meet the highest requirements and standards of professionalism. No payment shall be due for services rejected by the Court.

Contract court interpreters must submit to a criminal background check prior to providing services for the _____ County District Court.

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3. STANDARD RATES FOR INTERPRETING SERVICES

- Federal Certified Court Interpreter: TBD
- Idaho Certified Court Interpreter, Master Level: \$40.00 per hour
- Idaho Certified Court Interpreter: \$35.00 per hour
- Conditionally Approved Interpreter: \$25.00

A minimum payment of two hours (2) shall be paid to the contract interpreter at the hourly rate for which the interpreter qualifies. Time exceeding two hours shall be billed on 15-minute increments, rounded up to the next quarter hour.

Duration of assignment will vary from less than a half an hour to more than one day, depending on the type of proceeding. The _____ County District Court does not guarantee a specific number of assignments, hours, or specific amount of income.

3.1 PAYMENT FOR SERVICES

Invoice must be submitted to:

The invoice must contain the following information:

- Name of interpreter or agency;
- Mailing address;
- Language in which interpreting or translation services were provided;
- Information regarding interpreting/translating assignment (judge's name, case number, defendant's name);
- Date and time of service;
- Requesting party
- All applicable receipts;
- Taxpayer identification number (TIN)
- Mileage

Payment for services rendered shall be received within thirty (30) days of invoice. The _____ County District Court is not obligated to pay the contract court interpreter more frequently than once per month.

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3.2 REIMBURSEMENT FOR MILEAGE AND EXPENSES

Mileage reimbursement is paid according to the current state rate.

Contract court interpreter must provide all applicable receipts and an itemized invoice for reimbursement. Reimbursement shall be subject to the _____'s approval.

4. CANCELLATION POLICY

Court interpreters will be compensated for reserving calendar time for interpreting assignments. If the court cancels an assignment with less than 48 hours notice, the court interpreter will be compensated for the time reserved at the hourly rate. The court interpreter must remain available to the court during that time. If he/she is not available for a last minute assignment during that reserved time, the court may decline payment.

If, for some reason, a court interpreter is unable to appear for an assignment that he or she accepted, then the interpreter should notify _____ so that other arrangements can be made.

5. COMMENTS AND UNDERSTANDING

It is the responsibility of the contract court interpreter to ensure that he/she fully understands the scope of an assignment and the ramifications of accepting such assignment. The contract interpreter may recuse him/herself at any time from any assignment that is beyond his/her ability.

It is understood by the _____ County District Court that the contract interpreter engaged under this agreement qualifies as an independent contractor.

It is further understood that the interpreter shall provide any and all services in a professional, competent manner in accordance with the law and code of professional conduct. Upon request, the interpreter shall furnish a resume and any other information that may be requested by the _____ County District Court.

Dated this _____ of _____, 20_____

Contract Court Interpreter