

Sample Contract with Firm

IN THE SIXTH JUDICIAL CIRCUIT IN AND FOR PASCO AND PINELLAS COUNTIES, FLORIDA

AGREEMENT FOR DEAF AND HARD OF HEARING LANGUAGE SERVICES

This agreement is entered into by and between the Sixth Judicial Circuit Court, in and for Pasco and Pinellas Counties, Florida (the Court), and _____, Inc. (INTERPRETER).

The Chief Judge of the Sixth Judicial Circuit has appointed and designated _____, Inc., as a provider of interpreter services between people who are deaf or hard of hearing and people who hear in Pasco and Pinellas Counties. The purpose of this agreement is to contract for oral, written, and sign language services for deaf and hard of hearing persons as needed by the Sixth Judicial Circuit. In consideration of the mutual covenants and provisions contained herein, the Court and _____ agree as follows:

1. TERM OF AGREEMENT/OPTION OF RENEWAL: This agreement begins when signed by both parties, or July 1, 2012, whichever is later, and terminates on June 30, 2013, unless canceled or terminated earlier as provided herein. This contract may be renewed at the sole discretion of the Chief Judge for additional periods up to three years after the initial contract period.

2. INDEPENDENT CONTRACTOR: INTERPRETER is and will perform under this agreement as an independent contractor, and nothing contained herein must in any way be construed to imply that INTERPRETER or INTERPRETER's employees or subcontractors are agents, employees, partners, or joint venturers of the Court or the State of Florida. INTERPRETER is responsible for reviewing and complying with all pertinent State and federal laws including, but not limited to, state and local taxes, the Fair Labor Standards Act, the Americans with Disabilities Act of 1990, Title II of the 1964 Civil Rights Act, and all other applicable state and federal employment laws. INTERPRETER is responsible for reviewing and complying with all pertinent county and city ordinances. Costs for compliance with laws and ordinances are the sole responsibility of the INTERPRETER. Compliance must not result in any additional charge to the Court or to any person receiving services under this contract. Violation of this provision by the INTERPRETER will be grounds for termination of the agreement by the Court without liability for payment of cancellation or other charges.

3. SCOPE OF SERVICES: Subject to the needs of the Court, INTERPRETER will furnish sign language and other communication services between people who are deaf or hard of hearing and people who hear to interpret and translate in-court and out-of-court proceedings for all courts of the Sixth Judicial Circuit. Services will be provided at the Criminal Justice Center in Clearwater; St. Petersburg Judicial Building; 501 Building St. Petersburg; Clearwater Courthouse; Clearwater Historic Courthouse; North Pinellas County Traffic Courthouse; South Pinellas County Traffic Courthouse; the Pinellas County Jail in Clearwater; the West Pasco Judicial Center; the Robert D. Sumner Judicial Center in Dade City; the Pasco County Jail in Land O'Lakes; and in other areas of Pasco and Pinellas Counties as needed by the Court.

All interpretation services must be provided in accordance with the Florida Evidence Code, Administrative Order PA/PI-CIR-96-61 or subsequent Administrative Order(s), the Code of Professional Conduct for court interpreters found in Section III, of the Florida Rules for

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Certification and Regulation of Court Interpreters, and the National Association of the Deaf (NAD) – Registry of Interpreters for the Deaf (RID) Code of Professional Conduct, and any other subsequent or applicable Florida rule or law.

INTERPRETER must promptly accept/confirm or reject all requests for services. Confirmations of requests must include the name of the individual interpreter who will provide the services on the firm's behalf. When INTERPRETER has confirmed a request for services, any cancelation of that confirmation by the INTERPRETER must be given as soon as possible and not later than twenty-four hours prior to the scheduled service.

For court proceedings that the Court expects to last for more than one hour and that involve continuous interpreting, INTERPRETER will provide two interpreters. For court proceedings that the Court expects to last for two hours or less and to not involve continuous interpreting, INTERPRETER will provide one interpreter.

4. QUALIFICATIONS OF INTERPRETER: The Court will not pay for any expenses incurred by INTERPRETER or INTERPRETER'S employees, agents, or subcontractors to comply with these requirements.

a. **Professional Qualifications:** Each individual interpreter providing services to the Sixth Judicial Circuit, in and for Pasco and Pinellas Counties, Florida must be certified by RID with a "Specialist Certificate: Legal", or other certification by RID. Each individual interpreter must maintain, or if applicable, upgrade and maintain, his or her RID certification during the term of this agreement. Other non-certified interpreters may be used if the interpreter is found qualified by the Court.

b. **Law enforcement background checks:** Before an individual interpreter may provide services for the Sixth Judicial Circuit, INTERPRETER must pass a criminal history law enforcement records check performed by the Florida Department of Law Enforcement or a United States federal law enforcement agency on the individual interpreter.

i. INTERPRETER must screen the criminal history law enforcement records check for its individual interpreters against the following standard: A person is deemed to pass a law enforcement records check when that check reveals—

- A. No felony convictions;
- B. No misdemeanor convictions within the previous six years; and
- C. No older misdemeanor convictions that indicate a lack of honesty, trustworthiness, diligence, reliability, or impartiality.

For the purposes of this Agreement, "conviction" means a determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld.

ii. On entry of this Agreement, the President or other officer of the INTERPRETER must submit an affidavit that attests that each of the firm's individual interpreters has successfully passed a law enforcement records check in accordance with the above standard. The affidavit must be in the form supplied by the Court Counsel's Office. The person making the affidavit must submit to a law enforcement records check performed by the Court.

iii. The INTERPRETER has a continuing obligation to ensure that a criminal history law enforcement records check is performed on an interpreter whom the Interpreter employs or subcontracts with after the firm submits the above affidavit, and to ensure that any such interpreter has passed the law enforcement records check in accordance with the above standard.

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- iv. For any individual who does not pass the law enforcement records check, the INTERPRETER must inform the individual that he or she may provide service for the Court only after applying to the Court Counsel and obtaining approval of the Chief Judge.
- c. **Required Reporting of Certain Events:** INTERPRETER must require each individual interpreter to report each of the following events to the INTERPRETER: When the individual interpreter is—
 - i. Named as the respondent in any injunction involving personal protection including domestic violence, dating violence, repeat violence, and sexual violence in any jurisdiction;
 - ii. Named as a parent or guardian of a child involved in any dependency action in any jurisdiction;
 - iii. Named as a plaintiff, petitioner, defendant, or respondent in any action within the Sixth Judicial Circuit;
 - iv. Named as the respondent in any complaint accepted by RID; enters a non-confidential agreement in RID mediation of an accepted complaint; and when a violation of the NAD – RID Code of Professional Conduct is found after adjudication during RID proceedings; and
 - v. Arrested, convicted, has adjudication withheld, or pleads “no contest” for any offense other than a civil traffic infraction in any jurisdiction.Before an interpreter who is involved in any event described above may provide services for the Court, INTERPRETER must report the event to the Sixth Judicial Circuit Budget Services Manager, Rob Snyder at (727) 464-6455 and obtain the Court’s approval for the use of that interpreter.
- d. **Conflict of Interest:** When providing an interpreter for the Court, INTERPRETER must not provide an interpreter who has a conflict of interest, including but not limited to the following:
 - i. Involvement in a situation in which regard for a private interest of the interpreter tends to lead to disregard of the interpreter’s duties to the Court;
 - ii. Employment or involvement in a business relationship or involvement in any other relationship by the interpreter or the interpreter’s family with any government entity or any party appearing before a court of the Sixth Judicial Circuit; and
 - iii. Involvement in any other situation that may be a conflict of interest or a violation of Part III of Rule 14, the Code of Professional Conduct for court interpreters a conflict of interest under the NAD – RID Code of Professional Conduct.
- e. **Quality Control:** INTERPRETER must have a quality control program that provides for biannual or more frequent periodic observations of the performance of each of its individual interpreters. The quality control program must include observations while the individual interpreters perform their duties, and it must ensure that the interpreters properly and adequately carry out the responsibilities of their position, the Rule 14 Code of Professional Conduct, and the NAD – RID Code of Professional Conduct. When INTERPRETER identifies a problem in interpreter performance, INTERPRETER must meet with the interpreter to discuss the problem and develop a plan of action to correct the problem.

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5. COMPENSATION: For interpretation and translation services, INTERPRETER will be paid in accordance with the rates specified below. Prices will remain firm throughout the duration of the contract.

- a. For an interpreter certified by RID with a “Specialist Certificate: Legal”: Two-hour minimum of \$160, with \$20 for each additional 15-minute interval thereafter. When the Court uses such an interpreter during a weekend or Court holiday, or when the Court schedules the services with less than 24-hours’ notice: Two-hour minimum of \$170, with \$21.25 for each additional 15-minute interval thereafter.
- b. For an interpreter certified by RID with a certification other than “Specialist Certificate: Legal”: Two-hour minimum of \$140, with \$17.50 for each additional 15-minute interval thereafter. When the Court uses such an interpreter during a weekend or Court holiday, or when the Court schedules the services with less than 24-hours’ notice: Two-hour minimum of \$150, with \$18.75 for each additional 15-minute interval thereafter.
- c. For an interpreter who is not certified by RID but who is otherwise found qualified by the Court provides services: Two-hour minimum of \$120, with \$15 for each additional 15-minute interval thereafter. When the Court uses such an interpreter during a weekend or Court holiday, or when the Court schedules the services with less than 24-hours’ notice: Two-hour minimum of \$130, with \$16.25 for each additional 15-minute interval thereafter.
- d. Travel:
 - i. INTERPRETER will be paid a flat fee of \$35.00 per day for travel time for each interpreter called to a job located within the county of the interpreter’s home or office.
 - ii. INTERPRETER will be paid a flat fee of \$45.00 per day for travel time for each interpreter called to a job located outside of the county of the interpreter’s home or office.
 - iii. Mileage will not be paid.
- e. Cancellations:
 - i. When the Court cancels the scheduled services without notice, INTERPRETER may bill for the scheduled time.
 - ii. When the Court cancels the scheduled services with 24 hours’ notice, INTERPRETER may bill for the applicable two-hour minimum fee.
 - iii. When the Court cancels the scheduled services with 48 hours’ notice, INTERPRETER may bill for one-half of the applicable two-hour minimum fee.
 - iv. There will be no fee charged for cancellations made with more than 48-hour notice.

6. BILLING/PAYMENT/RIGHT TO AUDIT: Payment will be rendered only at the conclusion of services provided. Payment for services rendered will be made in accordance with §§218.70 – 218.79, Fla. Stat., the Florida Prompt Payment Act, when paid by the County, or when paid by the State then § 215.422, Fla. Stat., on a case-by-case basis and only after appropriate invoice, orders, affidavits, and documentation of each service are delivered in accordance with instructions from the Administrative Office of the Courts, Fiscal Division. INTERPRETER must submit invoices within thirty (30) days after the end of the month in which services are performed. Failure to submit invoices during this timeframe may result in refusal of payment. INTERPRETER must use the standard invoice form provided by the Administrative

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Office of the Courts. Invoices for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. For services performed in Pinellas County, INTERPRETER must submit invoices to the Administrative Office of the Courts, Fiscal Office, Criminal Justice Center, 14250 49th Street North, Room 2H, Clearwater, FL 33762. For services performed in Pasco County, INTERPRETER must submit invoices to the Administrative Office of the Courts, Room 219, 7530 Little Road, New Port Richey, FL 34654.

Records of expenses pertaining to all services must be kept in accordance with generally accepted accounting principles and procedures. INTERPRETER must keep all records relating to this contract in such a way as to permit their inspection pursuant to Rule of Judicial Administration 2.420. The Court and the State of Florida reserve the right to audit such records.

7. AVAILABILITY OF FUNDING: This agreement is subject to the availability of State or County funds as applicable. If the legislature or the County fails to appropriate funds specifically for the purpose of funding the services or demands a spending reduction in budgets due to a revenue shortfall, the Court will have no obligation to pay or perform under this agreement.

8. DOCUMENTS COMPRISING AGREEMENT and GOVERNING LAW: This agreement contains the entire agreement of the parties. Except as modified herein, the State Courts System "General Contract Conditions for Services" are incorporated by reference; those conditions may be viewed on the Internet at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.shtml. The version of the "General Contract Conditions for Services" incorporated into this agreement is the version of those conditions with an "effective date" that includes the date that this agreement is signed by the INTERPRETER. If there is a conflict between the terms of this Agreement and the incorporated document, then the conflict will be resolved so that the terms of this Agreement will prevail over the "General Contract Conditions for Services" document. This agreement may only be changed by an agreement in writing signed by both parties.

This Agreement may only be changed by an agreement in writing signed by both parties. This Agreement will be construed under and be governed by the laws of the State of Florida. In the event legal action is commenced regarding this contract, INTERPRETER agrees venue will lie in Pinellas County.

THE SIXTH JUDICIAL CIRCUIT, PASCO AND PINELLAS COUNTIES

Gay Lynne Inskeep, Trial Courts Administrator
501 First Avenue North, Room 645
St. Petersburg, FL 33701
Telephone: (727) 582-7477

Date

[name of firm]

(Name, Title)

Date

[Name of firm]

Address:

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Telephone:

Fax:

Employer Identification Number: