

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA

Part I: Blanket Purchase Agreement for Court Interpreter Services – Terms and Conditions

1.1 General

- (a) The following terms and conditions, along with the Rate and Information Sheet, and any additional attachments, constitute the Blanket Purchase Agreement (BPA) for contract court interpreter services. The interpreter shall provide services strictly in accordance with the terms and conditions of this BPA. Under these terms and conditions, the judiciary shall make payment only for the following:

- interpreter services on a half or full-day basis at the established rates for each;
 - authorized travel and travel expenses; and
 - any applicable cancellation or early termination fee.

- (b) The judiciary shall not be liable for or be required to make payment for any services that have not been directed by the judicial officer or the Clerk of Court in advance or as otherwise provided for in these Terms and Conditions. A written order stating the specific terms of an assignment(s) shall be issued to the interpreter prior to performance, if possible. An order may be modified in accordance with these Terms and Conditions before or during the performance of interpreter services.

2.1 Rates for Interpreting Services

- (a) The rates for interpreter services are established by the Director of the Administrative Office of the United States Courts (the Director) and will be in effect for the duration of this BPA unless otherwise modified by the Director. The rates approved for this BPA are detailed in the Rate and Information Sheet. The rates established by the Director include travel time and expenses if travel is local, as defined in Section 7.2, Fees to be Paid for Travel Days. No additional compensation for travel will be paid if the interpreter lives within the court's local commuting area.
- (b) The half-day rate is applicable to services up to and including four hours in one day, including travel time, if authorized, and the full-day (daily) rate is applicable to services in excess of four hours up to and including eight hours in one day, including travel time, if authorized. These hours are considered to be consecutive, not including meal periods, unless otherwise negotiated by the parties and evidenced in writing. If an interpreter qualifies to be compensated for travel time, any travel time to and from the court is counted as part of the half or full-day rate.

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- (c) 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.
- (d) When an interpreter is permitted to bill two separate half-days during the same working day, the first half-day must be billed at the half-day rate and the second at the prorated difference between the half and full-day rates.
- (e) Interpreters may not bill or receive funds from any other federal court unit, federal public defender, community defender organization, or other attorneys or entities obtaining interpreting services under the Criminal Justice Act (CJA) or the related statutes for any services rendered during the same half or full-day, other period of service, or time covered by a cancellation fee or travel expense reimbursement for which the interpreter is being compensated pursuant to this BPA.
- (f) Interpreters may not bill, request, accept or receive funds from any other federal agency or entity obtaining interpreting services during the same half or full-day for which the contract court interpreter is being compensated pursuant to this BPA.

3.1 Definitions

- (a) **Consecutive Interpretation**

The consecutive mode is used to interpret testimony given by a limited English proficiency (LEP) individual on the witness stand, or other statements for the record involving questions and answers, as well as for situations in which dialogue with the LEP individual develops, such as interviews. The interpreter verbally conveys the translation of the original message into the target language after the speaker has paused. Note-taking is an essential tool for optimal performance during consecutive interpreting.

- (b) **Contract court interpreter**

As referred to in this BPA, a contract court interpreter 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 consecutive interpretation, simultaneous interpretation and sight translation, in the language(s) specified in this BPA.

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(c) AContracting Officer@

The person with authority to enter into, administer, modify, 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 BPA is identified on Page 1 of this BPA.

(d) ACourt Interpreters Act@

The Court Interpreters Act as amended, [28 U.S.C. ' 604\(a\)\(14\), ' 604\(a\)\(15\), ' 604\(f\), ' 1827](#) and [' 1828](#) (Pub. L. No. 95-539 (1978); Pub. L. No. 100-702 (1988); and Pub. L. No. 104-317 (1996)). The [Court Interpreters Act, 28 U.S.C. § 1827](#) sets forth the judiciary's responsibilities for selecting, securing and utilizing court interpreters.

(e) AFederal court unit@

Also known as Acourt unit.@ Refers to any federal district, bankruptcy, appellate or circuit court and any federal probation or pretrial services office.

(f) AOrder@

The information provided in writing to the contract court interpreter regarding a specific interpreting assignment, including date, time, location, address, any authorized travel, and the authorized methods of transportation. The order should be provided to the interpreter prior to travel to or performance of an interpreting assignment, if possible. Where services are ordered orally, the confirming written order will include the date of the oral order and identify the individual requesting services in addition to all other information.

(g) ASight Translation@

Conveying orally in one language the meaning of a text written in another language. It is a hybrid of translation and interpretation that requires the interpreter to first review the original written text, then render it orally into the other language.

(h) ASimultaneous Interpretation@

The rendering of the full and accurate meaning of speech from one language into another while the speaker or signer is still talking. This requires the interpreter to listen, comprehend, translate, and reproduce a speaker or signer's message while the speaker or signer continues to speak or sign, typically lagging a matter of seconds behind the speaker or signer's communication. The simultaneous mode is used by interpreters when interpreting all that is said in

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courtroom proceedings for limited English proficiency defendants or other participants as defined in [the Guide to Judiciary Policy, Vol 5 § 210.10 and § 255.20\(c\)](#).

(i) **ATeam Interpreting®**

The use of two or more interpreters for trials or lengthy hearings. The interpreter not actively interpreting (known as the passive interpreter) researches terms, takes notes, monitors the interpretation being provided, and provides support to the active interpreter. Team interpreters alternate roles during the interpreted event.

4.1 Description of Services to Be Performed

- (a) All interpreter services shall be provided in accordance with the [Court Interpreters Act 28 U.S.C. § 1827](#), and this BPA, for pre-conviction matters before the court. Interpreter services may include any interpretation for defendants, defense witnesses and other participants in court proceedings, in a variety of hearings, including trials, in both criminal and civil matters instituted by the United States. Interpreter services may also include pretrial services proceedings and pre-conviction events such as probation interviews in an office, detention center, home or other setting. Interpreter services may also include interpretation for defense consultation between attorney and client that is incidental to the court proceeding.
- (b) The contract court interpreter shall provide interpreting services from English into the spoken target language or sign language, as 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 and 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 in team interpreting situations with other interpreters procured by the court.
- (c) 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 upon for each assignment. Thus, if the contract court interpreter is requested for one half-day and the court proceeding(s) specified in the purchase order only last(s) ten minutes, the court may require the contract court interpreter to provide additional interpreting services as directed by the contracting officer within the contracted period.
- (d) A contract court interpreter may be required to remain available for overtime, as some assignments, particularly trial days, may exceed eight hours. If overtime

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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. If overtime is required beyond the regular full-day rate, and the duration of the assignment exceeds eight hours, the interpreter will be paid the corresponding overtime rate, including travel time and expenses, if applicable.

The interpreter, before accepting an assignment, shall inform the court of any obligations that could present a conflict.

- (e) 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.

5.0 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 amounts that do not comply with these terms and conditions, and/or for any services that do not meet the stated requirements and standards of the BPA and the highest standards of professionalism, including the requirements in the [Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts](#).

6.1 Performance of Services

- (a) Contract court interpreters must possess a high level of language proficiency in English and the target spoken or sign language, 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, must perform interpretations in the simultaneous as well as consecutive modes and/or render sight translations with a high degree of accuracy.
- (b) In the performance of services under this BPA, the contract court interpreter shall adhere to the provisions of this contract, as well as the interpreter's oath administered by the court.
- (c) 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 request to be recused from any

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assignment that may be beyond the ability of the contract court interpreter or may constitute a conflict of interest for the interpreter by advising the judge or the contracting officer. 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.

- (d) 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 a facility access card or other judiciary identification card, and shall set the terms and conditions for the use of such identification card.
- (e) The contract court interpreter is responsible for advising the court of any changes in the interpreter's contact information or any changes to their professionally qualified or language skilled classification.

7.0 BPA Administration Data

7.1 Payment for Services - General Invoice Requirements

- (a) 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.
- (b) The bill/invoice must, at a minimum, include all of the following:
 - Name of the interpreter
 - Tax Payer Identification Number (TIN) (either EIN or Social Security Number)
 - Remittance address
 - Case or file number and caption
 - Contract/BPA number as assigned by the court
 - Language in which the interpreting services were provided
 - Dates/times the interpreting services were provided with an itemization of the time spent providing services for each court unit
 - 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 travel receipts as described herein for lodging and any expense of more than \$25 or as directed by the court
 - Vouchers for authorized travel expenses

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The interpreter must sign a certification on the bill/invoice which reads:

I hereby certify that I personally rendered the services described herein for payment requested, that said services were rendered in accordance with the Contract for Court Interpreter Services, and that no other federal court unit, federal public defender, community defender organization, or other attorneys or entities obtaining interpreting services under the Criminal Justice Act or the related statutes, or the Defender Services appropriation, or any other federal agency or entity has been or will be billed for the same period of service, cancellation or travel expenses for any services rendered during the same half or full-day, other period of service, or time covered by a cancellation fee or travel expense reimbursement for which I am being compensated pursuant to the contract.®

- (c) Contract court interpreters must maintain contemporaneous time and attendance records for all work performed. Such records, which may be subject to audit, must be retained for three years after payment of the final bill/invoice.
- (d) Inquiries concerning the BPA or the rates authorized under this BPA should be directed to the contracting officer at the address or phone number indicated on Page 1 of the BPA.

7.2 Fees to be Paid for Travel Days

- (a) No payment will be provided for travel time 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 at the discretion of the court (see Section 7.5, Travel Expenses, and the Rate and Information Sheet). In the absence of a court-specific local commuting region, it will be construed as a 30 mile radius of the courthouse.
- (b) Any assignment issued under this BPA shall state all travel time or days that are authorized. The contract court interpreter will be paid for travel time upon submission of a proper invoice citing the assignment authorizing travel days. Travel time will be included in the half or full-day rate as indicated in Section 2.0, Rates for Interpreting Services.
- (c) When a contract court interpreter is required to travel to a court location that is beyond the local commuting distance from the interpreter's residence, using common carrier air or 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 or full-day rate, plus the overtime rate for any hour or fraction thereof over eight hours.
- (d) 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,

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the court will pay a travel time fee, based on time in travel, equal to the applicable half or full-day rate, plus overtime if applicable.

- (e) 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, using the most direct and timely route.
- (f) Payment for the travel time and service time are in addition to travel expenses to be reimbursed if the interpreter submits a proper invoice and the necessary receipts in accordance with this BPA. See Section 7.5, Travel Expenses, the Rate and Information Sheet, and the [Judiciary Staff Travel Regulations](#).
- (g) For court proceedings scheduled for 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.
- (h) The contract court interpreter who stays on travel status during a weekend will only be reimbursed for itemized subsistence expenses (in accordance with Section 7.5, Travel Expenses), lodging and meals.
- (i) For court proceedings lasting longer than two weeks, the court will reimburse travel expenses for one round-trip return home every other weekend, in accordance with the Judiciary Staff Travel Regulations.

7.3 Cancellation Fees

- (a) If the contract court interpreter is given notice of cancellation of a court proceeding at least 24 hours prior to the scheduled proceeding or the time of departure from residence if travel is authorized, not counting weekends or federal holidays, no cancellation fee will be paid.
- (b) Notice of cancellation shall be provided by the court to the contract court interpreter through a previously agreed method, such as the interpreter's normal phone or email. If provided by phone, written confirmation will be provided.
- (c) If the contract court interpreter is given notice of the cancellation less than 24 hours prior to the scheduled proceeding or the time of departure from residence if travel is authorized, not counting weekends or federal holidays, the court will pay the interpreter the applicable cancellation fee on the Rate and Information Sheet for either the half or one full-day depending on the anticipated duration of the assignment.

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- (d) If a court proceeding is scheduled to last five days or longer, and the contract court interpreter is given notice of cancellation less than 24 hours before the scheduled proceeding or time of departure from residence if travel is authorized, not counting weekends or federal holidays, the court will pay a cancellation fee equivalent to two full-days at the applicable rates in the Rate and Information Sheet.
- (e) 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 that the contract court interpreter is not able to interpret effectively and therefore cannot be used after the interpreter arrives at the court, travel time fees, travel expenses and cancellation fees will be paid in accordance with Section 7.2, Fees to be Paid for Travel Days.
- (f) No cancellation fee will be paid if notice of cancellation is given less than 24 hours prior to the scheduled proceeding or time of departure from residence if travel is authorized (but before the contract court interpreter is on-site or in transit), if cancellation is caused by an occurrence beyond the reasonable control of the court and without its fault or negligence, such as acts of God or the public enemy, acts of the government in its sovereign, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers.
- (g) A contract court interpreter may not receive duplicate payment for the same half or full day from any other federal court unit, Federal Public Defender, Community Defender Organization, other attorneys or entities obtaining interpreting services under the CJA, or related statutes, or the Defender Services appropriation, or any other federal agency or entity for any travel fees, cancellation fees or service fees.
- (h) 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 *Early Termination*

Because of the nature of the interpreting business in the federal courts, early terminations of the proceedings may occur. If a proceeding is scheduled for several days or weeks, the court will periodically evaluate how much longer the proceeding is expected to last.

An interpreter is not entitled to an early termination fee or any additional compensation if the court gives the interpreter 24-hour notice, prior to the end of the trial, that the trial will end early.

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7.5 *Travel Expenses*

- (a) The contract court interpreter agrees to perform interpreting services at the court locations identified on the Rate and Information Sheet. Contract court interpreters who reside within the court's local commuting region will not receive reimbursement for mileage, parking, taxis, public transportation or other travel expenses from the interpreter's residence to the courthouse location listed on the Rate and Information Sheet.
- (b) For contract court interpreters who reside outside the court's local commuting region, any assignment under this BPA shall specify if travel is authorized, and the method of transportation that is authorized. The contract court interpreter will be reimbursed upon submission of a proper invoice and necessary receipts for authorized travel expenses in accordance with this BPA and the Judiciary Staff Travel Regulations.
- (c) When a contract court interpreter is required to travel to a court location that is beyond the local commuting distance from the interpreter's residence, the assignment will authorize that method of transportation determined by the judiciary to be the most advantageous to the judiciary, as described in Judiciary Staff Travel Regulations (see Attachment 11.1 for information). Any additional cost resulting from the use of a method of transportation other than that authorized on the assignment will not be reimbursed and shall be the sole responsibility of the contract court interpreter.
- (d) 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.
- (e) The contract court interpreter shall make all necessary travel arrangements and pay for the travel services. Contract court interpreters are not eligible for government per diem rates. Instead, they are reimbursed for actual itemized authorized subsistence expenses up to the [GSA per diem rate](#) for the date and location specified in the contract.
- (f) The contract court interpreter shall pay for subsistence (e.g., all meals, lodging, and tips for meals, hotels, baggage, etc.) and seek reimbursement by submitting a proper invoice and necessary receipts as described herein.
- (g) Where no lodging expense is incurred, contract court interpreters are required to be on travel status for 10 hours or more in order to be eligible to claim reimbursement of subsistence expenses, as described in Judiciary Staff Travel Regulations.

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- (h) Reimbursement for subsistence expenses may be claimed only on an actual expense (itemized) basis, with receipts for lodging and for any expense of more than \$25, up to the applicable per diem allowance unless, in unusual circumstances, a greater amount (up to 150 percent of the applicable per diem allowance) is authorized on the assignment order. Claims for travel reimbursement shall be accompanied by receipts and cite the order authorizing travel.
 - (1) Contract court interpreters are eligible for government rates for lodging, if available.
 - (2) Contract court interpreters are not entitled to government rates for airline travel.
- (i) The court will not purchase a ticket for travel for a contract court interpreter, and airfare for contract court interpreter travel cannot be charged to the court directly.
- (j) The contract court interpreter must make coach class reservations on a fully refundable fare with no penalties for cancellations or changes. The court will not reimburse the contract court interpreter for the fare for any reservations not used, penalties or cancellation fees regardless of the reason. In order to be reimbursed for the fare for travel used, the passenger copy of the ticket and receipt shall be submitted to the court with the interpreter-s invoice, which must cite the assignment order authorizing the travel.
- (k) Contract court interpreters shall not invoice travel charges to more than one federal court unit, Federal Public Defender, Community Defender Organization, other attorneys or entities obtaining interpreting services under the CJA, or related statutes, or the Defender Services appropriation, or any other federal agency or entity for the same travel.
- (l) The contract court interpreter must make coach class reservations on a fully refundable fare with no penalties for cancellations or changes. The court will not reimburse the contract court interpreter for the fare for any reservations not used, penalties or cancellation fees regardless of the reason. In order to be reimbursed for the fare for travel used, the passenger copy of the ticket and receipt shall be submitted to the court with the interpreter-s invoice, which must cite the assignment order authorizing the travel.
- (m) Contract court interpreters shall not invoice travel charges to more than one federal court unit, Federal Public Defender, Community Defender Organization, other attorneys or entities obtaining interpreting services under the CJA, or related statutes, or the Defender Services appropriation, or any other federal agency or entity for the same travel.

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7.6 *Lack of Performance*

If the interpreter does not report to the court for an assignment for any reason, the interpreter will not be reimbursed for travel time, travel expenses or fees for the assignment. If the interpreter reports for an assignment but does not complete the assignment due to illness, personal reasons, or any other reason, the interpreter will be reimbursed for the amount of time the interpreter rendered the services and for authorized travel time and travel expenses from the location where the services were rendered to the interpreter's residence or other authorized location using the most direct and timely route.

8.0 **Equipment**

The contract court interpreter must advise the clerk's office of any simultaneous interpreting equipment requirements prior to accepting an assignment. The judiciary will not reimburse interpreters for the use or transportation/shipping of a contract interpreter's personal equipment.