

## Part I. Blanket Purchase Agreement for Contract Court Interpreter Services - Terms and Conditions

### 1.0 General

- (a) The following Part I. Blanket Purchase Agreement (BPA) for Contract Court Interpreter Services - Terms and Conditions, along with Part II. BPA Rate and Information Sheet (Rate and Information Sheet), and any additional attachments, constitute the 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-day, full-day, or hourly basis at the established rates for each category;
  - authorized travel time;
  - travel expenses on a reimbursement basis; and
  - any applicable late cancellation or early termination fee.
- (b) The clerk of the court, or other court employee designated by the chief judge, shall be responsible for securing the services of certified interpreters and otherwise qualified interpreters required for proceedings initiated by the United States, see Court Interpreters Act, [28 U.S.C. § 1827\(c\)\(2\)](#). A contracting officer must issue a contract for such services in advance or as provided in these Terms and Conditions for the judiciary to be liable for or be required to make payment for any such services.
- (c) A written order stating the specific terms of an assignment(s) shall be issued to the interpreter prior to performance. An order may be modified in accordance with these Terms and Conditions before or during the performance of interpreter services.

### 2.0 Rates for Interpreting Services

- (a) The rates for interpreter services are prescribed by the Director of the Administrative Office of the United States Courts (Director) and will be in effect for the duration of this BPA unless otherwise modified by the Director. The rates approved for this BPA must be detailed in the Rate and Information Sheet. The rates established by the Director include travel time as defined in Section 7.2, Fees to be Paid for Travel Days. Interpreters are also eligible for reimbursement for travel expenses (e.g., mileage, parking, tolls, and ground transportation) from their authorized point of departure (e.g., residence, office, hotel, etc.) to their final duty station or other authorized location.
- (b) The half-day rate is applicable to services up to and including four hours in one day.

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- (c) The full-day (daily) rate is applicable to services in excess of four hours up to and including eight hours in one day.
- (d) Overtime rates will be counted in one-hour increments whenever exceeding eight hours of services and travel time combined.
- (e) Travel time to and from the court or another location authorized by the contracting officer is counted as part of the half or full-day rate. For travel before and after assignment, see section 7.2.
- (f) When an interpreter is permitted to bill two separate half-days during the same working day paid under the general authorization for contract court interpreters, 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.
- (g) Hourly rates are not covered under the Director's fee schedule and may be negotiated when the interpreter commits to less than the four-hour half-day and are subject to approval by the Administrative Office. The negotiated hourly rate must be indicated in the Rate and Information Sheet. Interpreters compensated at the hourly rate, instead of at the fee schedule, may not enter into a BPA.
- (h) 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, [18 U.S.C. § 3006A](#) (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.

### 3.0 Definitions

- (a) Authorized Location

Refers to the residence, office, court unit, hotel, or any other location indicated on the Rate and Information Sheet as the point of departure or the point of arrival for the contract court interpreter as part of the services to be provided.
- (b) 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.
- (c) Contract Court Interpreter

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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.

(d) Contracting Officer

The person with authority to enter into, administer, modify, and/or terminate contracts and make related determinations and findings. Contracting officers must be certified with the appropriate level(s) of contracting officer authority and unique training requirements to execute either a BPA or an individual purchase order for interpreters. See [Guide to Judiciary Policy, Vol. 14, § 120.40 and Appendices](#). 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 in section 5.0 of the Rate and Information Sheet.

(e) Authorizing Official

Authorizing Officials are responsible for providing advance authorization for the travel under these Terms and Conditions. Authorizing officials must only authorize travel and travel-related expenses that are necessary to accomplish the judiciary's mission effectively and economically. See [Judiciary Staff Travel Regulations, § 425.20](#).

(f) Court 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.

(g) Court Proceeding

Refers to all judicial proceedings instituted by the United States, including probation and pretrial services matters. See [Guide, Vol. 5, § 210.10](#).

(h) Federal Court Unit

Also known as a "court unit," refers to any federal district, bankruptcy, appellate or circuit court and any federal probation or pretrial services office. It also includes jails or prisons.

(i) Local Commuting Area

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The local commuting area is defined as the area within a 30-mile radius of a traveler's official duty station by the most direct route. See the [Judiciary Staff Travel Regulations §§ 420.30.10 and 420.30.20](#).

(j) Order

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. 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.

(k) Sight 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.

(l) Simultaneous 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 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 communicated in courtroom proceedings for limited English proficiency or hearing-impaired defendants, defense witnesses, or other participants as defined in the [Guide, Vol. 5 §§ 210.10 and 255.20\(c\)](#).

(m) Team 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. Interpreters in the team alternate roles during the interpreted event. See [Guide, Vol. 5 §530](#).

(n) Travel Status

An interpreter will be on travel status when travelling outside the court unit's local commuting area. See Section 3.0(h). See also the [Judiciary Staff Travel Regulations §420.30.20](#).

#### **4.0 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 rendered in person or remotely 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 and pre-conviction events such as probation interviews in an office, detention center, home, or other setting. Interpreter services may also include interpretation for short defense consultations between attorney and client 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 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, by teleconference or by other means. 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 Rate and Information Sheet last(s) only ten minutes, the court may require the contract 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 is required, the court will notify the interpreter as soon as possible. The interpreter will be paid the applicable overtime rate listed on the Rate and Information Sheet. The interpreter will also be paid the corresponding travel time and will be reimbursed for travel 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 to controversial. The contract court interpreter must be able to work in a high-pressure environment and continue to provide interpreting services even if parties in the proceedings are disruptive or unruly. The contract interpreter must stay within the role of interpreter until excused by the court, after which the interpreter

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will continue to abide by the standards of confidentiality and restriction of public comments as required by the Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts. (See Rate and Information Sheet and [Attachment 9.2.](#))

### **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 this BPA and the highest standards of professionalism, including the requirements in the attached Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts. (See Rate and Information Sheet and [Attachment 9.2.](#))

### **6.0 Performance of Services**

- (a) Contract court interpreters are expected to have 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 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 and 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) Before accepting an assignment, the contract court interpreter shall make reasonable efforts to understand the scope of the assignment and the skills and ethical obligations imposed by it, as required by the Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts. (See Rate and Information Sheet and [Attachment 9.2.](#)) The contract court interpreter shall request to be recused from any 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 the interpreter(s) it will appoint to assignments, including the use of team interpreters.

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- (e) 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.
- (f) 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 personal invoice or local court's invoice template 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 court may, at its discretion, accept interim invoices.
- (b) A proper invoice must, at a minimum, include the following information:
  - Name of the interpreter and business name if applicable.
  - 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/times, if applicable, to include the:
    - departure date and time from residence or other authorized point of departure
    - arrival date and time at court destination or other authorized destination
    - departure date and time from court location or other authorized point of departure
  - arrival date and time at residence at the end of travel or other authorized destination
  - Itemized applicable charges/costs for services as well as travel expenses:
    - All travel receipts as described herein for lodging and transportation.
    - Any itemized subsistence (meals and incidental) expenses as established by the [Judiciary Staff Travel Regulations § 435.10](#).
    - Courts have discretion to require itemized receipts for some or all expenses, as indicated in the Rate and Information Sheet.

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- Vouchers for authorized travel expenses
- The interpreter must sign a certification on the personal invoice or court's invoice template 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) Payments will be made by electronic funds transfer in accordance with Clause 3-310, Payment by Electronic Funds Transfer – Other Than System for Award Management ([SAM](#)) Registration (see Section 8.0 in the Rate and Information Sheet).
- (e) 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 Section 5.0 of the Rate and Information Sheet.

### 7.2 *Fees to be Paid for Travel Days*

- (a) Authorized travel to the court or other authorized location will be compensated according to the Rate and Information Sheet. Any assignment issued under these Terms and Conditions shall state the travel period (time and days) authorized. The contract court interpreter will be paid for the travel period upon submission of a proper invoice citing the authorized travel period. Travel time and days will be included in the half or full-day rate, and any applicable overtime rates, according to Section 2.0.

When a contract court interpreter is required to travel to a court or other authorized location using common carrier air or ground transportation, on a day prior to services being rendered and/or on the day after services are completed, the court will pay time in travel according to Section 2.0.

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- (b) The contract court interpreter shall exercise the same care when incurring expenses that a prudent (e.g., fiscally responsible) person would if traveling at his or her own expense. Excess costs, indirect routes, or unnecessary services in the performance of official business are not acceptable under this standard. See [Judiciary Staff Travel Regulations, § 410.40](#) (Prudent Traveler Rule.)
- (c) 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 required receipts in accordance with these Terms and Conditions, Section 7.5, and the [Judiciary Staff Travel Regulations](#). (See also Rate and Information Sheet.)
- (d) The contract court interpreter who stays on travel status during a weekend or federal holiday will only be reimbursed for itemized subsistence expenses, lodging, and meals in accordance with Section 7.5. No interpreting fees will be paid for weekends and federal holidays when the contract court interpreter is not providing interpreter services.
- (e) The court shall determine whether it is more advantageous to the judiciary for the contract court interpreter to remain on travel status for longer than one week or to return to the interpreter's residence or other authorized location on non-workdays.
- (f) 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, §435.50](#). (See also Rate and Information Sheet).

### 7.3 *Cancellation Fees*

- (a) Notice of cancellation shall be provided by the court to the contract court interpreter through a previously agreed method, such as the interpreter's phone or email, as indicated in the Rate and Information Sheet. If provided by phone, a follow-up written confirmation must be provided for documentation purposes.
- (b) Contract court interpreters will be paid a cancellation fee under the following circumstances and in accordance with Section 7.2:
  - (1) If given notice of cancellation of an in-person court proceeding less than 24 hours prior to the scheduled time of arrival at the authorized location, or to the scheduled appearance at a remote court proceeding, not counting weekends or federal holidays.
  - (2) If, for court proceedings scheduled to last five days or longer, notice of cancellation is given less than 48 hours prior to the scheduled time of arrival at the authorized location, not counting weekends or federal holidays.

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- (3) If given notice of cancellation of a court proceeding upon arrival at the authorized location. Or, if upon appearing before the court, the judicial officer deems the contract court interpreter unqualified.
  - (4) If, while on authorized travel status, notice of cancellation is given while en route to the authorized location on the most direct, commonly traveled route, or upon arrival at the authorized location.
- (c) The court will pay the contract court interpreter a cancellation fee, if applicable under Section 7.3 (b), at the rates established in the Rate and Information Sheet:
  - For services scheduled for a half-day, the cancellation fee is the half-day rate.
  - For services scheduled between one to four days, the cancellation fee is one full-day rate.
  - For services scheduled to last five days or longer, the cancellation fee is two full days.
- (d) No cancellation fees will be paid if notice of cancellation is given less than 24 hours prior to the scheduled assignment, but 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, except if the contract interpreter is already en route or on-site according to sections 7.2 (c), 7.2 (d) and 7.2 (f).
- (e) No cancellation fees will be paid for court proceedings scheduled to last five days or longer, if the contract court interpreter is given notice of cancellation more than 48 hours prior to the authorized time of arrival at the authorized location, not counting weekends or federal holidays. For example, if the assignment starts/continues on a Tuesday at 9:00 am, and the preceding Monday is a federal holiday, then notice of cancellation must be sent to the interpreter by 9:00 am on the preceding Thursday.
- (f) A contract court interpreter may not receive duplicate payment for the period of time 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.
- (g) 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*

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- (a) Because of the nature of the business in the federal courts, early termination of the proceedings may occur. To be considered an early termination, the proceeding must have started but be terminated earlier than originally scheduled. If a proceeding is scheduled for several days or weeks, once started the court will periodically evaluate how much longer it is expected to last and keep the contract court interpreter informed.
- (b) If an early termination occurs and the interpreter is notified less than 24 hours prior to the next scheduled day, the interpreter will be entitled to receive compensation for an additional day following notification. No payments will be made for additional days, regardless of the original anticipated length of the proceeding.

### 7.5 *Travel and Commuting Expenses*

- (a) The contract court interpreter agrees to perform interpreting services at the court location identified on the Rate and Information Sheet.
- (b) Contract court interpreters will be reimbursed for mileage, parking, taxis, public transportation, maritime transportation, or other local commuting expenses from the interpreter's authorized point of departure to the courthouse or other authorized location listed on Section 6.0 of the Rate and Information Sheet.
- (c) Any assignment under these Terms and Conditions shall specify if travel is authorized, and the authorized method(s) of transportation. The contract court interpreter will be reimbursed upon submission of a proper invoice and necessary receipts for authorized travel expenses in accordance with these Terms and Conditions and the [Judiciary Staff Travel Regulations](#) (See also Rate and Information Sheet.)
- (d) When a contract court interpreter is required to travel to a court or other authorized location, the contracting officer or authorized official will authorize that method of transportation determined to be the most advantageous to the judiciary, as described in the [Judiciary Staff Travel Regulations](#). (See also Rate and Information Sheet.)
- (e) 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. In the rare instances where a contract court interpreter's prior authorization is not possible or practical (e.g., emergencies), post-trip approval may be obtained based on the circumstances and documented on the Rate and Information Sheet. [See Judiciary Staff Travel Regulations, § 425\(a\)](#).
- (f) The contract court interpreter shall make all necessary travel arrangements and pay for their travel services. Contract court interpreters are not eligible for

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government per diem rates. Instead, they are reimbursed for actual itemized authorized subsistence expenses up to the [General Services Administration \(GSA\) per diem rate](#) for the date and location specified in the contract.

- (g) The contract court interpreter shall pay for subsistence and other authorized expenses (e.g., all meals, lodging, and tips for meals, taxis and shared rides, hotels, baggage, etc.) and seek reimbursement by submitting a proper invoice and necessary receipts as described in these Terms and Conditions.
- (h) Where no lodging expense is incurred, contract court interpreters are required to be on travel status for 12 hours or more to be eligible to claim reimbursement of subsistence expenses, as described in [Judiciary Staff Travel Regulations](#) (See Rate and Information Sheet.)
- (i) Per the [Judiciary Staff Travel Regulations](#), reimbursement for transportation and lodging expenses shall be claimed only on an actual expense, itemized basis, with receipts up to the applicable per diem allowance. For subsistence expenses (meals and incidentals) courts have discretion to require itemized receipts for some or all expenses. This amount will be indicated in the Rate and Information Sheet. See Section 7.1(b) and the [Judiciary Staff Travel Regulations §§ 455.20 and 435.10.30](#).
  - (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.
- (j) 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.
- (k) The court will not reimburse the contract court interpreter for any reservations not used, for penalties or cancellation fees regardless of the reason.
- (l) The court will not reimburse the contract court interpreter for the value of non-cash promotional benefits (e.g., rewards, points, miles) applied to travel or lodging at the assignment. See [Judiciary Staff Travel Regulations § 485\(c\)](#).
- (m) 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. To be reimbursed for the fare for travel used, the passenger's copy of the ticket and receipt shall be submitted to the court with the interpreter's proper invoice, which must cite the assignment order authorizing the travel.

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- (n) 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.

### 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 paid fees for travel time or for the assignment, nor will be reimbursed for travel expenses. 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 paid for the time the interpreter rendered the services and for authorized travel time and will be reimbursed 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.

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UNITED STATES \_\_\_\_\_ COURT FOR THE \_\_\_\_\_ OF \_\_\_\_\_

### 1.0 Terms and Conditions

The terms below, along with the standard terms and conditions set forth in the Blanket Purchase Agreement (BPA) for Contract Court Interpreter Services - Terms and Conditions (BPA Terms and Conditions) available at <https://www.uscourts.gov/services-forms/federal-court-interpreters> constitute the BPA for contract court interpreter services between the court or other authorized location identified above:

- in the \_\_\_\_\_ language;
- for the period \_\_\_\_\_ through \_\_\_\_\_;
- and the interpreter \_\_\_\_\_.

BPAs are authorized for up to 24 months from award and those extended for more than one year must be reviewed annually pursuant to the [Guide to Judiciary Policy, Vol. 14 §325.50.10](#).

### 2.0 Interpreter Classification Level

Select the interpreter's classification level as documented in the National Court Interpreter Database for the language indicated from the list below. This classification level does not change in cases when the Director's fee schedule is exceeded. [Check only one of the following.]:

- ☐ Federally Certified Court Interpreter
- ☐ Professionally Qualified
- ☐ Language Skilled

### 3.0 Rates for Interpreting Services (See 2.0 in the BPA Terms and Conditions.)

The following rates shall be paid for the interpreting services rendered by the named interpreter, in accordance with the fee schedule established by the Administrative Office of the United States Courts for the interpreter's classification level, or as otherwise authorized in writing by the contracting officer, and the terms of service defined in the purchase order. Current fees for contract interpreters are available at <https://www.uscourts.gov/court-programs/federal-court-interpreters/interpreter-categories>.

Half-Day Rate: \$ \_\_\_\_\_

Full-Day Rate: \$ \_\_\_\_\_

Overtime Rate: \$ \_\_\_\_\_

Hourly Rate: \$ \_\_\_\_\_ (See Section 2.0(g) of the Terms and Conditions)

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**4.0 Payment for Services (see section 7.1 in the BPA Terms and Conditions), proper invoices and necessary receipts shall be submitted to:**

Clerk of Court, U.S. \_\_\_\_\_ Court for the \_\_\_\_\_ of \_\_\_\_\_

Attn: \_\_\_\_\_, Ordering Officer

Address: \_\_\_\_\_

**5.0 Contracting Officer**

Inquiries concerning the BPA Terms and Conditions and this Rate and Information Sheet should be addressed to the contracting officer:

Contracting Officer: \_\_\_\_\_

Contact information: \_\_\_\_\_

Email: \_\_\_\_\_

**6.0 Travel and Commuting Expenses (see 7.5 in the BPA Terms and Conditions)**

The contract court interpreter agrees to perform interpreting services at the following authorized location(s):

\_\_\_\_\_  
\_\_\_\_\_

The contract court interpreter's authorized point of departure is:

\_\_\_\_\_  
\_\_\_\_\_

If any individual assignment under this contract authorizes travel, travel expenses to the authorized location or between court/authorized locations, the interpreter will be reimbursed by the court in accordance with section 7.5 of the BPA Terms and Conditions and the [Judiciary Staff Travel Regulations § 475.10](#). Interpreter's use of personal vehicle, if authorized, will be reimbursed at the established [GSA mileage rate](#) in effect at the time of service.

Reimbursement for itemized lodging and meals and incidental (subsistence) expenses may be authorized up to the appropriate per diem amount posted at the [GSA per diem rate](#), upon submittal of receipts as follows (See BPA Terms and Conditions, Section 7.5):

- ☐ Receipts for meals and incidental expenses will be required for all expenses \$75 and over.
- ☐ Receipts for meals and incidental expenses will be required for all expenses \_\_\_\_\_ and over.

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☐ Receipts will be required for all expenses.

### 7.0 National Court Interpreters Database (NCID) and FBI Background Checks

The interpreter whose name and signature appear below understands that his/her name, social security number (or taxpayer identification number), documented classification level, address and contact numbers will be listed in the NCID, a database internal to the federal judiciary that may be accessed by other federal courts. The interpreter also understands that a mandatory FBI background check will be conducted every two years and may be considered by courts in determining the interpreter's suitability to work as a contractor.

### 8.0 Clauses Required by the Guide to Judiciary Policy, Volume 14

Clause B-5, Clauses Incorporated by Reference (SEP 2010) - This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

| Clause | Title                                                                                            | Date     |
|--------|--------------------------------------------------------------------------------------------------|----------|
| 3-3    | Provisions, Clauses, Terms and Conditions – Small Purchases                                      | JUN 2024 |
| 3-310  | Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration | APR 2013 |
| 5-5    | Non-Disclosure (Professional Services)                                                           | JAN 2003 |
| 5-20   | Records Ownership                                                                                | JAN 2003 |
| 7-15   | Observance of Regulations/Standards of Conduct                                                   | JAN 2003 |
| 7-45   | Travel                                                                                           | APR 2013 |

### 9.0 Applicable Policies - Attachments

- 9.1 **Attachment 9.1:** Indicates the date, time, location, address, whether travel is authorized for the interpreting assignment, and the authorized method of travel.
- 9.2 **Attachment 9.2:** Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts available at <https://www.uscourts.gov/court-programs/federal-court-interpreters/interpreter-categories>.
- 9.3 **Attachment 9.3:** The Judiciary Staff Travel Regulations (Guide, Vol. 19, Ch. 4) are incorporated in this contract by reference, with the same force and effect as if given in full text. The full text of this attachment may be accessed electronically at <https://www.uscourts.gov/sites/default/files/guide-vol19-ch04.pdf>

Part II: Blanket Purchase Agreement for Contract Court Interpreter Services - Rate and Information Sheet

**10.0 Contract Agreement**

By my signature, I acknowledge that I have read, understand, and agree to Part I, BPA - Terms and Conditions and Part II, BPA Rate and Information Sheet of the Contract for Court Interpreter Services. I have had time to review and consider this Agreement thoroughly and will abide with its terms and obligations:

Interpreter's Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Please print) \_\_\_\_\_

Phone \_\_\_\_\_

Alternate Phone (If applicable) \_\_\_\_\_

Email Address \_\_\_\_\_