

PROFESSIONAL SERVICE STATEMENT OF WORK PROPOSAL	Administrative Office of the Courts Trenton, New Jersey 08625	PP-1 No.	FISCAL YEAR: 2016-2017
CONTRACTOR NAME and ADDRESS:	CONTRACTOR AGENT:		
	CONTRACTOR PHONE NO:	CONTRACTOR FEDERAL ID NUMBER	
JUDICIARY CONTACT NAME: Brenda Carrasquillo	JUDICIARY CONTACT PHONE 609-984-5024	COST CENTER: Y363	OBJECT CODE:

I. SPECIFIC SERVICE REQUIREMENTS

1. See attached.

II. FEE SCHEDULE

1. See attached.

III. TERMS AND CONDITIONS

1. See attached.

SERVICES EFFECTIVE DATE: July 1, 2016	SERVICES TERMINATION DATE: June 30, 2017	FOR PURCHASING USE ONLY	
CONTRACTOR'S NAME (Please Print): Marwan Abdel-Rahman		CONTRACTOR'S SIGNATURE:	DATE SIGNED:
JUDICIARY PROJECT MANAGER NAME (Please Print): Brenda Carrasquillo		JUDICIARY PROJECT MANAGER SIGNATURE:	DATE SIGNED:
PURCHASE & PROPERTY REVIEWER'S NAME (Please Print):		P & P REVIEWER'S SIGNATURE:	DATE SIGNED:

Please Sign and Return This Page

I. Specific Services Requirements

1. The contractor (hereinafter contract interpreter), per mutual agreement with a Vicinage Coordinator of Interpreting Services (VCIS) or designee, shall:

- a. Deliver sight, consecutive, and simultaneous interpreting services in whatever languages the contract interpreter is registered to provide while present at proceedings, hearings, and direct service contexts of the Superior Court and its support offices.
- b. Deliver sight and consecutive interpreting services in whatever languages the contract interpreter is registered to provide via telephone either from an office provided by a VCIS when no on-site interpreting is required or from home or own office when not on assignment in Superior Court.
- c. Provide accurate and complete information required for statistical reporting systems, completion of voucher/daily activity sheet, and ad hoc research projects.
- d. Perform translations of written documents. Translation services shall be paid on an hourly basis calculated by prorating the full-day fee for interpreting services (i.e., full-day fee divided by 7).

2. Assignments:

- a. An **on-site “assignment”** includes interpreting services delivered within one vicinage in any number of courtrooms or other settings and may involve one or more cases. If a contract interpreter arrives ahead of the contracted start time or stays beyond the contracted time, any such additional time does not affect the determination of the unit of time to be paid, except when mutually acceptable to both parties.
- b. A **telephone interpreting “assignment”** starts from the time the contract interpreter was asked to be available and is based on 15-minute intervals after the first 30 minutes. There is no additional compensation when telephone interpreting is rendered while on an on-site assignment.

3. Arriving at and departing from assignments:

The contract interpreter agrees to report to the VCIS or designee office except when instructed by that VCIS or designee to report elsewhere. When the contract interpreter has finished all assignments on a given date, the contract interpreter will report back to that VCIS or designee’s office before leaving, unless told otherwise.

II. Fee Schedule

1. General requirements:

- a. The Judiciary will reimburse the contract interpreter only for services approved in advance by authorized Judiciary staff at rates as shown on the *Rate Sheet*, the last page of this PSSW.
- b. Compensation shall be conditioned upon submission of a valid voucher/daily activity sheet by the contract interpreter.
- c. No compensation that becomes due under this PSSW shall be made before all services by the contract interpreter have been completed in accordance with the standards set forth in this PSSW.
- d. This contract does not constitute an obligation by the Judiciary to contract for any minimum amount of services.
- e. The contract interpreter must be authorized to work in the United States. ***United States citizenship is not required.***
- f. The Judiciary may conduct a background check on the contract interpreter at any time.

2. Time for which a contract interpreter may be paid:

- a. **Interpreting time** includes checking in with the VCIS or designee, getting to the site or sites where services will be delivered, waiting for the assignment to begin, and contacting the VCIS or designee in order to check out.
- b. **Preparation time** includes time allocated for a particular case for reading background materials on the case, preparing specialized terminology, and engaging in other essential preparatory tasks. Preparation time does not include time spent scheduling the service. Preparation time will ordinarily be approved only for trials that involve highly specialized and technical testimony. The VCIS or designee and the contract interpreter must agree on a specific amount of preparation time in advance.

3. Units of time for which a contract interpreter may be paid:

The contract interpreter agrees to be paid on the basis of assignments at rates per units of time, as shown on the *Rate Sheet* (the last page of this PSSW). Units of time include:

- a. **“Half day,”** is three and a half hours or less within one vicinage, excluding any time that may be attributable to a lunch break or an evening assignment.
- b. **“Full day,”** is more than three and a half hours and equal to or less than seven hours within one vicinage, excluding any time that may be attributable to a lunch break.
- c. **“Premium time,”** is time continuing beyond a “Full day” within one vicinage. An evening assignment will not ordinarily be treated as premium time.

II. Fee Schedule (continued)

4. Adjustments to contracted unit of time:

a. **When actual interpreting time is less than contracted unit of time**

If interpreting time is less than the contracted unit of time and the VCIS or designee determines that there is no reasonable probability that other language needs for the contract interpreter will arise (including telephone interpreting), with consent of the VCIS or designee, the contract interpreter may leave and the Judiciary agrees to pay for the full period of time originally contracted (within the constraints of the cancellation policy).

b. **When actual interpreting time is greater than contracted unit of time**

If interpreting time exceeds the contracted unit of time, the contract interpreter agrees to be compensated as follows:

- i. if contracted for a half day and the contract interpreter works more than a half day, a full day should be paid.
- ii. if contracted for a full day and the contract interpreter works more than a full day, premium time should be paid.

c. **Staying beyond contracted unit of time**

The contract interpreter understands that he or she may not be required to stay beyond the originally contracted unit of time to finish an assignment. It is within the discretion of the contract interpreter to extend an assignment if a Judiciary official so requests.

d. **Leaving without VCIS consent**

If the contract interpreter leaves a site without the advance knowledge and consent of the VCIS or designee, the contract interpreter is not entitled to any compensation beyond the actual amount of time served, regardless of what the original contract may have been. Payment will be determined by prorating the rate for which the contract interpreter is eligible against the actual amount of time served.

e. **Arriving late**

The contract interpreter understands that, should he or she arrive after the agreed-upon start time, payment will be adjusted by prorating the payment to reflect a subtraction of the amount of time lost due to lateness. The contract interpreter agrees further that if such lateness results in that assignment having to be rescheduled to another date and the contract interpreter delivers no interpreting services, there will be no compensation.

5. Mileage and overnight lodging:

a. **Mileage in excess of 60 miles**

The contract interpreter agrees that no mileage will be paid for assignments that involve a roundtrip of 60 miles or less. However, when an assignment requires travel in excess of 60 miles roundtrip from home, the Judiciary agrees to reimburse the contract interpreter for each additional mile beyond 60 miles at a rate in accordance with State of New Jersey Automobile Mileage Reimbursement Rate.

II. Fee Schedule (continued)

b. **Overnight lodging**

The Judiciary agrees to reimburse the contract interpreter for overnight lodging and a per diem allowance, per Section X: Overnight Travel, of the State of New Jersey Travel Regulations, when all of the following conditions have been met:

- i. the site of service is over one and one-half hours one way from the interpreter's residence,
- ii. the assignment is for two or more consecutive days, and
- iii. reimbursement has been approved in advance by a VCIS.

c. **Parking**

Parking expenses are not reimbursable, nor are any parking tickets one may receive while on a court interpreting assignment. Contract interpreters should park legally for the duration of the assignment and should not expect to be excused to feed a meter or move their car during an assignment.

6. **Inapplicability of agency rate:**

The contract interpreter who also owns an agency or works through one or more agencies but who is contracted directly by the VCIS by virtue of being listed in the *Registry of Interpreting Resources (Registry)* agrees to be paid at rates as shown on the *Rate Sheet*. Payment will be made directly to the contract interpreter, not through a third party.

7. **Multiple Languages and Interpreter Classifications:**

The contract interpreter working in more than one language on the same date in the same vicinage will be paid at the higher classification level.

8. **Requirements for payment:**

a. **New Jersey Division of Revenue**

The contract interpreter is required by law to register as a business with the New Jersey Division of Revenue and continue to meet the New Jersey Division of Revenue reporting requirements. They may not be added to the *Registry* until that registration has been documented under the same tax identification number used in NJ START and on the *Registry* Registration Form.

b. **NJ START**

The contract interpreter must register themselves with the Department of Treasury, Division of Purchase and Property (DPP) procurement system, NJ START at www.NJSTART.gov. For assistance with registration, contact DPP's Vendor Administration Help Desk at 609-641-3500 or email at: njstart@treas.state.nj.us.

II. Fee Schedule (continued)

c. Change in Tax Identification Numbers

The contract interpreter who first registers under their Social Security Number (SSN) and later changes to a Tax Identification Number (TIN) must:

- i. Register as a new business entity with the Division of Revenue under the new TIN.
- ii. Change information with NJ START.
- iii. Inform LSS of all changes via letter, fax or e-mail.

The steps of the payment process are as follows:

- i. The contract interpreter signs a voucher and/or a daily activity sheet.
- ii. The VCIS or designee verifies and certifies that the work indicated was indeed completed and that all of the information on the voucher/daily activity sheet has been included and is accurate.
- iii. The VCIS or designee forwards the completed, signed, and approved voucher and/or daily activity sheet to the finance manager for processing.
- iv. The NJCFS cuts and mails the check from the Department of Treasury in Trenton.
- v. Contract interpreters who are entitled to be paid for services to the State of New Jersey can have their checks directly deposited instead of mailed. Anyone who wishes to have checks automatically deposited can find the forms and instructions at www.state.nj.us/treasury/omb/forms/index.shtml.

9. Monitoring payments:

The contract interpreter understands that the New Jersey Comprehensive Financial System (NJCFS) will combine up to five vouchers that have been submitted within a relatively close time frame and make payment by a single check. This means, for example, that if the contract interpreter serves more than one vicinage during a particular time frame, the check generated in NJCFS may be for all of those services. If a contract interpreter wishes to ensure that such checks include sufficient information to monitor payments, he or she may include in "G, Payee Reference," whatever information the contract interpreter needs to keep track of payments. The pay stub will include only the first thirty characters that the vendor places in this section for each voucher covered by the check. The pay stub also includes a telephone number for each voucher covered by the check. Call that number or the Office of Management and Budget in the Department of Treasury, at 609-777-1707 or e-mail aaiunit@treas.state.nj.us with inquiries on payments.

II. Fee Schedule (continued)

10. Interest on late payments:

The contract interpreter understands that interest is paid automatically and the amount is calculated and applied by the NJCFS when (a) the date on which the check is issued is greater than 60 days from the date an accurately and completely filled out voucher/daily activity sheet was received and (b) the amount of interest is over \$5.00. The contract interpreter need not ask for interest nor expect the VCIS to authorize same as this is handled automatically by the NJCFS and there are no exceptions. Such interest should not be reported on any payment voucher.

11. Cancellations:

The parties agree that the following cancellation policy shall be in effect for both on-site and telephone interpreting.

a. When a contract interpreter cancels

The contract interpreter agrees to advise the VCIS or designee at the earliest possible time when cancelling an assignment, via email, voicemail message, or phone call.

The contract interpreter waives the right to any compensation when cancelling an assignment, regardless of the reason for the cancellation. When previously arranged with a VCIS or designee, the contract interpreter may send a substitute registered contract interpreter to an assignment. The substitute must be a registered contract interpreter working as an individual and may not be an interpreter sent by an agency.

b. When a VCIS or designee cancels

If the VCIS or designee cancels an assignment, the VCIS or designee will determine if there are any unfulfilled interpreting needs within the vicinage. If there is no work for the contract interpreter, the VCIS or designee will cancel the assignment and pay the cancellation fees as shown below.

c. Cancellation notice

The contract interpreter is deemed advised of a cancellation when notice of the cancellation is left by text, e-mail or voicemail at the "Daytime number" or "Cell number" as listed in the *Registry*, not when the contract interpreter actually picks up the message.

d. When a cancellation fee is owed

Any cancellation fee owed will be paid regardless of whether the contract interpreter finds any replacement work, whether inside or outside the Judiciary, for that same period of time.

e. Cancellation fees

Cancellation fees will be paid according to the following schedule:

II. Fee Schedule (continued)

Cancellations of Assignments/Contracts of Less Than Two Days

Cancellation Circumstance	Payment to Be Made
Interpreter contracted for on-site or telephone interpreting assignment advised of cancellation a minimum of 24 hours in advance, excluding weekends and holidays.	None
Interpreter contracted for on-site assignment advised of cancellation less than 24 hours in advance, excluding weekends and holidays, but before the interpreter could have reasonably been expected to leave for the assignment.	One-half of the fee to which the contract interpreter would have been entitled for the time contracted on the first day
Interpreter contracted for on-site assignment arrives at the courthouse without having been advised of the cancellation	Full amount of the fee for the first day Mileage reimbursement to which the contract interpreter would be entitled, if any
Interpreter contracted for telephone interpreting when assignment is cancelled less than 24 hours in advance	Full fee for first thirty minutes

Cancellations of Assignments/Contracts of Two Days or Longer

Cancellation Circumstance	Payment To Be Made
Contract Interpreter advised of cancellation a minimum of 48 hours in advance, excluding weekends and holidays	None
Contract Interpreter advised of cancellation less than 48 hours in advance, excluding weekends and holidays, AND the interpreter does not arrive or arrives but should have known not to arrive	For an assignment of two to four days, full amount of the fee to which the contract interpreter would be entitled for one full day, but not for any of the succeeding days or any reimbursement for mileage For an assignment of five or more days, the contract interpreter would be entitled to be paid for three days, but not for any succeeding days or any reimbursement for mileage.
Contract Interpreter has been scheduled for a trial but the start date has to be postponed one day and the interpreter is advised of the postponement less than 48 hours in advance, excluding weekends and holidays.	One-half of the fee to which the contract interpreter would have been entitled on that first day.

II. Fee Schedule (continued)

<p>Contract Interpreter advised of cancellation while en route to, immediately upon arrival, or after starting to provide services but before the end of the last date originally contracted for (e.g., case continued due to no show, case settles, case concludes early, etc.)</p>	<p>For an assignment of two to four days:</p> <ol style="list-style-type: none"> 1. Full amount of fee for the date for which the assignment/contract is canceled 2. One-half of the fee to which the contract interpreter would be entitled for the next day 3. Mileage reimbursement to which the contract interpreter would be entitled for each day traveled, if any <p>For an assignment of five or more days:</p> <ol style="list-style-type: none"> 4. Three full days or the remainder of the contracted assignment, whichever is less 5. Mileage reimbursement to which the contract interpreter would be entitled for each day traveled, if any
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Cancellations Due to Emergency Closing

Emergency closing encompasses any courthouse closure, including closures caused by weather, security incidents, governmental shutdown, or similar cause beyond the control of the Judiciary.

Cancellation Circumstance	Payment to Be Made
Courthouse closed before start of business day and interpreter did not leave to get to the courthouse.	None
Courthouse closed before start of business day but interpreter leaves to get to courthouse and learns of the closing while en route or upon arrival and the contract interpreter could not have known not to come given the timing of when the closing was posted.	Whatever mileage, if any, to which the contract interpreter may ordinarily be entitled and one-half of the fee to which the interpreter would have been entitled for this day's assignment.
Courthouse closed after having opened.	Whatever compensation would have been entitled to on that date.

III. Terms and Conditions

1. **Rule 1:14 Code of Professional Conduct for Interpreter, Transliterators and Translators:**

The contract interpreter will deliver all interpreting and translating services in a manner consistent with Rule 1:14 *Code of Professional Conduct for Interpreters, Transliterators and Translators* and the *Standards for Delivering Interpreting Services in the New Jersey Judiciary (Directive #3-04)*. Telephone interpreting services will be delivered consistent with the *Operational Standards for Telephone Interpreting (Directive #14-01)*. Rule 1:14, Directives #3-04 and #14-01, and other policies are available on the Judiciary's website at <http://www.judiciary.state.nj.us/interpreters/policies.htm> or upon request from the VCIS or designee.

2. **PSSW Termination:**

This PSSW may be terminated by either party at any time upon written notice. The Judiciary will be required to reimburse the contract interpreter only for services that have been completed prior to the termination date.

3. **Issuance of 1099 Forms:**

The NJCFS issues 1099 forms each January only for those persons who have been paid \$600 or more for all services rendered to the State.

4. **Equipment:**

The contract interpreter agrees to provide and use the tools necessary for performing interpreting duties, including simultaneous interpreting equipment, pads and writing instruments for note taking, and dictionaries.

The Judiciary may, but is not required to, loan simultaneous equipment to a contract interpreter. If equipment is loaned, the contract interpreter agrees to secure that equipment at all times and return it to the appropriate office at the end of each period of service.

5. **Keeping Information in the *Registry* Current:**

The *Registry* exists solely to meet the Judiciary's needs for interpreting and translating services. Therefore, the *Registry* information needs to be kept current.

a. **Change of Name, Address or Tax ID Number**

When a contract interpreter has a change of name, address or Tax ID, he/she agrees to change their information with the Division of Revenue and in NJ START, forward to LSS via email the confirmation from NJSTART that the change was made, and provide LSS specifics on all change(s). LSS will confirm the changes and update the *Registry*.

b. **Changes of Other Information in the *Registry***

When any other pertinent information (i.e., e-mail address, telephone, fax, cell phone, availability or addition of a language) has changed for a contract interpreter, he or she agrees to advise the LSS of the changes by letter, fax or e-mail.

III. Terms and Conditions (continued)

Rate Sheet

Rates for Court Year July 1, 2016 - June 30, 2017

Interpreter Classification	Preparation Time (Hourly Prorated)	On-Site Interpreting			Telephone Interpreting	
		Half Day 3 ½ hours	Full Day 7 hours	Premium Time Exceeding 7hrs (Hourly Prorated)	First 30 Minutes	Each Additional 15 Mins.
Master	\$34.68	\$199.86	\$343.20	\$57.12	\$46.92	\$23.97
Journey	\$26.52	\$157.11	\$274.03	\$45.90	\$41.31	\$20.91
Conditional	\$17.34	\$106.11	\$197.80	\$34.68	\$29.58	\$15.30