

PROFESSIONAL SERVICE STATEMENT OF WORK PROPOSAL	Administrative Office of the Courts Trenton, New Jersey 08625	PP-1 No.	FISCAL YEAR: July 1, 2022 thru June 30, 2025
CONTRACTOR NAME and ADDRESS:	CONTRACTOR AGENT:		
	CONTRACTOR PHONE NO:	CONTRACTOR FEDERAL ID NUMBER	
JUDICIARY CONTACT NAME: Brenda Carrasquillo	JUDICIARY CONTACT PHONE 609-815-2900	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, 2022	SERVICES TERMINATION DATE: June 30, 2025	FOR PURCHASING USE ONLY	
CONTRACTOR'S NAME (Please Print)		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 SERVICE REQUIREMENTS

A. DEFINITION

An “agency” is a private, for-profit or not-for-profit company that delivers interpreting services. For purposes of this document, an agency consists of at least one principal who receives requests for interpreting services and assigns them to interpreters who are affiliated with the agency.

An individual may not register as an agency when that individual is the only person in the company who provides interpreting services.

B. USAGE OF AGENCY SERVICES

The Judiciary gives preference for interpreting assignments to its staff interpreters and its cadre of registered contract interpreters. Agencies are called only if Judiciary staff or a registered court interpreter for the language needed is unavailable.

C. AGENCY QUALIFIED INTERPRETERS FOR COURT ASSIGNMENTS

The New Jersey Supreme Court adopted standards ([Administrative Directive #01-17, Language Access Plan](#)) that call for all interpreters used by the Judiciary, including those employed by agencies, to meet specific qualifications for inclusion in the *Registry of Interpreting Resources*. When the Judiciary implements procedures to apply the adopted standards to interpreters provided by an agency, the agency will cooperate with the implementation by having its affiliated interpreters complete all pertinent requirements in a timely manner. Until such time, agencies must comply with the following criteria.

It is the agency’s responsibility to screen and determine that the following criteria are met:

1. The interpreter has been provided with and has been deemed by the Agency to comprehend the Code of Professional Conduct for Interpreters, Transliterators, and Translators approved by the New Jersey Supreme Court (Court Rule 1:14.)
2. The interpreter possesses capabilities which conform to the Knowledge, Skills, and Abilities (KSA) for the Profession of Court Interpretation, including the capability of performing **all three of the essential modes of interpretation** (sight, consecutive and simultaneous) **and** doing so at the appropriate times.
3. The interpreter is capable of delivering interpreting services either on-site or by telephone or video remote interpreting (VRI), in accordance with the service the agency registered to provide.
4. The interpreter received a thorough orientation to interpreting for the New Jersey Courts, whether in the form of training by the agency or by attending the Judiciary Orientation Seminar for Prospective Court Interpreters.
5. The interpreter provided the Agency with proof of authorization to work. Although U.S. citizenship is not required, all approved interpreters must be authorized to work in the U.S. according to Department of Homeland Security, US Citizenship and Immigration Services regulations.

An Agency **may not send** an interpreter who falls into any one of the following categories:

1. Under-age: Anyone who is younger than 18 years of age.
2. Performance deemed incompetent: Anyone whom the Judiciary has previously identified as being incapable of performing the requisite duties.
3. Assignment declined: Any interpreter who is listed in the Judiciary's *Registry of Interpreting Resources* as a contract interpreter and who has already declined the assignment.

D. AGENCY SERVICES FOR SIGN LANGUAGES

If the service involves any form of sign language interpreting, the interpreter must meet the qualifications mandated by law, N.J.S.A. 34:1-69.7-.17. Agencies that provide sign language interpreters (on-site or video), will send only those interpreters who meet the requirements mandated by law, N.J.S.A. 34:1-69.8(d), namely certification by the Registry of Interpreters for the Deaf (RID). Additionally, the agency will provide only sign language interpreters that have an SC:L or are RID certified and have a minimum of 60 hours of legal training.

Should an agency choose ASL as one of their six language options, please note that both legislation and Judiciary policy require sign language interpreters to be certified by the **Registry of Interpreters for the Deaf (RID)** and listed with the **New Jersey Division of the Deaf and Hard of Hearing** (See N.J.S.A. 34:1-69.8(d)). Additionally, the agency must provide only sign language interpreters that have the legal certification (SC:L) or are RID certified with a minimum of 60 hours of legal training in accordance with the Judiciary's Language Access Plan. Agencies that provide video remote interpreting (VRI) for sign language must meet the following minimum technical requirements, which will be subject to periodic technical updates. Any technical updates will be provided to agencies.

SIGN LANGUAGE VRI - MINIMUM TECHNICAL REQUIREMENTS

Devices Recommended:

- Laptop
- iPad OS v13 or later; 11 inch or larger screen

Devices Not Recommended:

- Android Tablet OS ***Multi-pin not supported on Android**
- Google Chromebook ***Multi-pin not supported on Android**
- Cell Phones ***Screen may not be large enough**
 - iOS 13 or later ***Screen may not be large enough and multi-pin not supported**
 - Android 8.0x or later ***Multi-pin not supported on Android**

Zoom: Latest version

Hardware specifications:

- PC Intel processor – 6th Generation 3.X GHz or faster
- PC AMD processors – Bulldozer series – 3.X GHz or faster
- Mac with Intel 6th Generation processor SKYLAKE or later
- 4GB of RAM or more

Operating systems:

- Windows 10 (32 and 64 bit)
- Mac OS X version 10.10 (Yosemite) or higher, Intel CPU only

Speakers or Headphones**Webcam with Microphone OR integrated camera with microphone****Network:**

- 100 MBit NIC or higher
- High speed broadband Internet access, hardwired strongly encouraged
 - Minimum of 5 Mbps upstream and 5 Mbps downstream
 - Speed Test sites: <http://openspeedtest.com/> OR <http://www.speedtest.net/>
- Firewall Ports open
 - Inbound/Outbound TCP: 80, 443, 8801, 8802
 - Inbound/ Outbound UDP: 3478, 3479, 8801 – 8810

II. FEE SCHEDULE

A. LOCAL AGREEMENTS AND PAYMENT PROCESS

In response to a request for proposal, the agency must provide a written price quote for all services to be provided to a particular court (vicinage). This information must be submitted to the Vicinage Coordinator of Interpreting Services (VCIS) or designee. All price quotes and invoices must include a single, all-inclusive rate without specific elements being set forth (e.g., mileage, tolls, etc.).

The VCIS may negotiate specific terms with the agency. Any agreed upon terms must be memorialized and acknowledged by both parties in writing in a local agreement. Each local agreement must include procedures on late arrival and for cancellation of services including those due to emergency closings.

If an interpreter sent by an agency is unable to perform the duties of a court interpreter as set forth in this document, the Judiciary is not liable to pay for those services and the local agreement is null and void.

III. TERMS AND CONDITIONS

A. AGENCY REGISTRATION REQUIREMENTS

The Judiciary may use only those agencies included in the Judiciary's *Registry of Interpreting Resources (Registry)*. The only exception to this policy occurs when an interpreting need cannot be met by any of the resources in the *Registry*. An agency may be included in the *Registry* when the following conditions are met:

1. **Registered with the [New Jersey Division of Revenue](#) and [NJSTART](#).** The agency must register as a business with the [New Jersey Division of Revenue](#) and [NJSTART](#), using the same employer identification number and the Judiciary has proof of registration. If the agency is owned by a person who is also a registered interpreter, the agency

registration must be under a different tax identification number that is not the owner's Social Security Number.

2. **Attend Orientation Seminar.** The owner or chief executive officer of the agency successfully completes the Judiciary Orientation Seminar for Prospective Court Interpreters. Date information is available in the publicly posted Overview of the Orientation Seminar.
3. **Complete Judiciary Forms.** The agency completes and submits the following Judiciary forms to: Language Services Section, Administrative Office of the Courts, P.O. Box 988, Trenton, NJ 08625-0988.

- a. **[Agency Registration Form](#)**

- b. **List of Language Options**

The agency **must** submit a list of up to six language options for which it has affiliated interpreters. The agency will be listed in the *Registry* under these six options.

If the agency has a ready supply of court interpreters in more than six languages, the agency may choose “any language” as the sixth option and provide a full list of languages for the Judiciary’s internal use.

The agency **must** use the names of languages as provided in the Judiciary’s Language Identification Guide. Agencies that provide services in languages not included in the Language Identification Guide, will use the appropriate language name as provided in [Ethnologue: Languages of the World](#).

The agency **must** include only those language(s) for which it already has an interpreter available and must not include languages for which it *might* be able to find interpreters.

Should an agency choose ASL as one of their six language options, please note that both legislation and Judiciary policy require sign language interpreters to be certified by the **Registry of Interpreters for the Deaf (RID)** and listed with the **New Jersey Division of the Deaf and Hard of Hearing** (See *N.J.S.A. 34:1-69.8(d)*). Additionally, the agency must provide only sign language interpreters that have the legal certification (SC:L) or are RID certified and have a minimum of 60 hours of legal training in accordance with the Judiciary’s Language Access Plan.

- c. **Signed Professional Service Statement of Work (PSSW) Proposal** a sample of which is posted on the Registering an Agency with the [Judiciary internet site](#).

B. REGISTRATION CONFIRMATION AND RENEWAL

The agency receives confirmation from the Judiciary when it has been added to the *Registry*. The agency may then seek to establish a working relationship with the preferred vicinage(s).

The agency is required to renew its registration as requested by the Judiciary to remain in the *Registry* and continue providing interpreting services.

The Judiciary will initiate the renewal process by issuing an updated PSSW to the agency at least 60 days prior to renewal date. An authorized representative of the agency must sign and return the required documents to the Judiciary within 30 days of the renewal date, confirming the renewal or indicating its intention not to renew. If no response to the updated PSSW is received from the agency in a timely manner, the Judiciary will remove the agency from the *Registry*.

C. SUBSTITUTION FOR AGENCY OWNER/INTERPRETER

An agency owner who is also a registered court interpreter with the Judiciary (included in the *Registry*) may accept court interpreting assignments only as a contract interpreter—not an agency affiliated interpreter. An owner/interpreter must also comply with the following criteria.

1. Except as clarified below, an owner/interpreter who has accepted a court interpreting assignment as a contract interpreter **may arrange for a substitute** to deliver agreed upon services so long as the following provisions are completed:
 - a. the proposed substitute interpreter is a registered interpreter with the Judiciary at an equal or higher classification level; and
 - b. the VCIS agrees to the substitution.
2. The substitute interpreter will be compensated as a registered interpreter at the appropriate rate per the Professional Service Statement of Work (PSSW) Proposal signed by that interpreter—not as an interpreter sent by the agency.
3. In no case will either an Agency owner or an Agency interpreter be paid for a substitution not authorized by these terms and conditions.

D. TELEPHONE AND VIDEO REMOTE INTERPRETING (VRI) REGISTRIES

An agency that wants to be included in the Registry of Telephone Interpreting Agencies, the Registry of VRI Agencies for Spoken Languages, or the Registry of VRI Agencies for Sign Languages must complete additional registering requirements available on the Registering an Agency with the [Judiciary internet site](#). Agencies must provide VRI services using the New Jersey Superior Court methods per the publicly posted spoken and sign language resources on the Video Remote Interpreting (VRI) Resources internet site. VRI will be subject to periodic technical updates. Any technical updates will be provided to agencies.

E. ACCEPTANCE/TERMINATION

The signature of an authorized representative of the agency on this PSSW Proposal will attest to the agency's acceptance of all terms and conditions in this document. The PSSW may be terminated by either party at any time, and for any reason, upon written notice. The Judiciary will be required to reimburse the agency only for services that have been completed prior to the termination date.

F. AMENDMENT AND WAIVER

This PSSW cannot be amended, modified or revised unless done so in a written addendum, signed by both the Judiciary and the agency. The Judiciary may issue addenda which revise this PSSW at any time, and for any reason. No provision of this PSSW may be waived unless done so in a written addendum, signed by both the Judiciary and the agency. The Judiciary's non-enforcement of any provision of this PSSW, or to require performance by the agency will, not be construed to be a waiver, or in any way affect the right of the Judiciary to enforce such provision thereafter.

G. FORCE MAJEURE

Neither the Judiciary or the agency shall be responsible for any failure to fulfill their obligations hereunder due to causes beyond their reasonable control, including without limitation, acts or omissions of government or military authority, government mandates, acts of God, shortages of materials, transportation delays, fires, floods, diseases, pandemics, labor disturbances, riots, or wars. The Judiciary and agency agree to make diligent efforts to resume performance of this PSSW upon the conclusion of such *force majeure*.