



UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA

CONTRACT COURT INTERPRETER APPLICATION - INSTRUCTIONS

In accordance with the policies and procedures put in place by the Administrative Office of the US Courts (AO), every contract/freelance interpreter who provides service to the federal courts must have:

- his/her classification determined (whether he/she is certified or otherwise qualified, which includes: 1) professionally qualified; or 2) Language Skilled/ad hoc.;
- documentation on file showing the negotiated fee for service and the interpreter's signed agreement that he/she will comply with the Court's Terms & Conditions document;
- his/her suitability evaluated after fingerprints and other background checks as may be required are completed; and
- his/her capability of performing the interpreting tasks at hand determined.

These policies and procedures apply to new interpreters as well as interpreters who were formerly on local rosters and interpreters engaged through interpreting agencies.

Please note that a contract court interpreter is not an employee of the court, but is an independent contractor used for short durations to provide interpreting services. Income taxes and social security taxes are not deducted from a contract interpreter's compensation. Social security benefits for a contract interpreter are based entirely on the interpreter's contributions as a self-employed individual and the government makes no contribution as an employer. Contract court interpreters are considered "Officers of the Court" with the specific duty and responsibility of interpreting between the languages specified.

All interpreter services shall be provided in accordance with the Contract Court Interpreters Act, 28 U.S.C. Section 1827 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 hearing, 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.

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 service even if the parties in the proceedings are disruptive or unruly. Contract court interpreters must provide language services with accuracy and precision to help ensure due process for all defendants in criminal proceedings. The accuracy of court interpretation may have a direct impact upon the decisions made during both criminal and civil proceedings. An important component of accuracy is the interpreter's ability to avoid the use of summary interpretation and provide a complete rendition of everything that is said into the target language. Summary interpretation is not acceptable in legal proceedings because it improperly substitutes the interpreter's judgment as to which parts of a statement or testimony are most important and shifts the interpreter from their role as an impartial conduit to an active participant in the matter.

Court interpreters must always comply with certain ethical constraints and rules that are not binding on interpreters in other fields. Court interpreters must remain and appear independent of the defendants or witnesses, even though they are usually seated right next to them through the lengthy proceeding. The principal aim of interpreters is to give an exact rendition as possible, using direct speech. This is true whether the language is nonsensical, fragmented and contradictory; or whether it is erudite, philosophical and highly technical discourse. Interpreters are tasked with remaining unobtrusive, so that the fact finders can concentrate on the witness rather than the interpreters.

Following the events of September 11, 2001, all interpreters who wish to work for the federal courts must be fingerprinted and submit to an FBI background check and entered into the National Court Interpreter Database (“NCID”). Because contract court interpreters often may work in multiple courts, the NCID will be used to post and share results of interpreter background checks. This will reduce the workload on the courts and costs associated with processing fingerprint checks through the Federal Bureau of Investigation (FBI) and such other federal agencies as may conduct background checks for the courts. Contract court interpreters working in the Middle District of Florida courthouses are no exception - each must have his/her fingerprints entered into the NCID and have passed both criminal and credit background checks. Please note that background check information provided by the FBI to the AO is viewable only by appointing officials and their chief deputies with a specific need for the information.

In addition to completing the contract court interpreter application form, you must complete two forms which will allow the Middle District to conduct background checks with the National Crime Information Center (NCIC), the Florida Crime Information Center (FCIC), and a Credit Bureau check. Please return the completed application documents and background check authorization in an envelope marked “Confidential” to the following:

<p>United States District Court - Middle District of Florida Office of the Clerk ATTN: Darlene Knapp, Administrative Specialist U.S. Courthouse 401 W. Central Blvd., Suite 2100 Orlando, FL 32801-0210</p>

Upon receipt, the interpreter’s application will be reviewed and if he/she is found qualified and passes the NCIC, FCIC, and credit checks, a fingerprint card, along with instructions will be mailed to the interpreter.

After the Court has received the interpreter’s completed fingerprint card, the card is sent to the Administrative Office for processing through the FBI. Once the fingerprint results have been received by the Court and if the interpreter is cleared, the Court will contact the interpreter so that rates and terms of service can be negotiated.

Contract court interpreters are rated according to their credentials as either AO certified, professionally qualified or language skilled. For any one language, there are two categories. For languages in which the AO has developed a certification program (Spanish, Navajo and Haitian Creole) an interpreter is rated as either AO certified or language skilled; and interpreter may not be rated professionally qualified for these languages. For languages in which the AO has not developed a certification program, an interpreter is considered otherwise qualified and is classified as either professionally qualified or language skilled.

When using contract court interpreters, every effort will be made by the Court to obtain the services of the most qualified interpreter who is reasonably available at the interpreter fee schedule. In order to ensure that the Court receives the best possible interpreter services, if the language is one for which there are AO certified interpreters (Spanish, Navajo and Haitian Creole), the Court will select an “AO Certified” interpreter if one is reasonably available. If an AO Certified interpreter is not reasonably available, an otherwise qualified interpreter (“language skilled”) may be selected. If the language requiring interpretation is not one for which the AO has certified interpreters (Spanish, Navajo and Haitian Creole), the Court may select an “otherwise qualified” interpreter (professionally qualified or language skilled). Preference will be given to a “professionally qualified” interpreter if one is reasonably available.

The Court must provide the interpreter with a completed Contract for Court Interpreter Services which consists of a Cover Sheet, Rate and Information Sheet and Terms and Conditions. The Cover Sheet and Rate and Information Sheet must be signed by the interpreter and the original returned to the Court to indicate that the interpreter has agreed to comply with the rates and information indicated in the Contract for Court Interpreter Services document. After the signed documents have been received by the Court and the contracting officer has also signed them, a fully executed copy of the contract will be sent to the interpreter for his/her records and a copy will be placed in the interpreter's file. The Court will notify its divisions that the interpreter has been added to the list of approved contract court interpreters and may now be used in the courtrooms.

The contract court interpreter shall adhere to the provisions of the contract, as well as the interpreter's oath administered by the Court. It is the interpreter's responsibility to ensure that he/she fully understands the scope of the assignment and the skills and ethical obligations imposed by it. All contract court interpreters must comply with the Judiciary Staff Travel Regulations and the Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts (both policies are included with the contract).

Payment for interpreter services, effective October 1, 2015 is as follows:

<u>CERTIFIED & PROFESSIONALLY QUALIFIED</u>		<u>LANGUAGE SKILLED (Non-Certified)</u>	
Full-Day:	\$418.00	Full-Day:	\$202.00
Half-Day:	\$226.00	Half-Day:	\$111.00
Overtime:	\$ 59.00/per hour or part thereof	Overtime:	\$ 35.00/per hour or part thereof

As noted above, contract court interpreter's rates are based on a half-day and full-day scale. 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; and the overtime/hourly rates apply if the workday exceeds eight hours, not including meal periods, and are applicable to any hour or fraction thereof exceeding eight hours. **PLEASE do not contact the Interpreter Coordinators in any division for the Middle District of Florida regarding assignments. When your services are needed, you will be contacted.**

Interpreters must submit an invoice for services (a form can be found on the Court's website www.flmd.uscourts.gov). The Terms and Conditions for Contract Court Interpreters specifies that 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 on the Rate and Information Sheet.

Contract court 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-day 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. When the 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.

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.



**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

CONTRACT COURT INTERPRETER APPLICATION - FORM

*Please print your responses to each question/section clearly and completely.
You may use the backside of this form if necessary.*

CONTACT INFORMATION:

NOTE: Fields marked with an * below are required.

First Name:* _____

Middle Name:* _____

(For background check purposes your entire middle name must be provided. If you use a middle initial only, provide that initial and also write "IO" next to the initial. If you do not have a middle name, please write "NMN" in this space).

Last Name:* _____

Nickname: _____

Street Address:* _____

City/State/Zip Code:* _____

Primary Telephone:* _____

Cell Phone:* _____

Fax: _____

E-mail:* _____

Taxpayer Identification Number of Social Security Number:* _____

EDUCATION: (Please list all schools you attended above the high school level. Please list the name and location of the school, years attended and the degree).

TRAINING: (Please list all language courses taken, the name and location of the school, dates attended and certificates awarded).

LANGUAGE(S) APPLYING FOR AND LINGUISTIC ABILITY: (If you are “AO Certified” or “Professionally Qualified” you must attach a copy of your AO certification or professional credentials to this application, otherwise you will be marked as “Language Skilled” and paid at that lower rate).

Language(s)	Read (circle one)	Write (circle one)	Speak (circle one)	Interpret (circle one)	Are you AO Certified or Professionally Qualified? If so, please attach documentation
	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

DO YOU INTERPRET SIMULTANEOUSLY OR CONSECUTIVELY? (Please circle one or both).

EXPERIENCE: (Please attach an additional page, your resume, or write on the back of this form, if necessary).

Have you had prior or existing employment as a conference or seminar interpreter (staff or contractual) for the Office of Language Services of the United States Department of State, for the United Nations, or for related agencies for which examinations are a condition of employment? NO YES. If yes, please explain below.

Are you a member in good standing of any professional interpreter associations? NO YES. If yes, please list the association, years of membership, and minimum requirements.

List the number of times you have acted as an interpreter and for what purpose.

AVAILABILITY:

- 2 Day Notice
- 24 Hour Notice
- At a Moment's Notice
- Other: _____

WILLINGNESS TO TRAVEL: (please check all that apply)

- Any Division of the Middle District of Florida (Fort Myers, Tampa, Orlando, Ocala & Jacksonville)
- Only to _____ Division(s) of the Middle District of Florida
- Other Federal Courts in the United States
- Other Comments: _____

BACKGROUND CHECK:

Have you ever been arrested, charged, or convicted of a crime? NO YES. If yes, please provide details below.

PLEASE REMEMBER: The Middle District of Florida will be conducting a background/credit checks as applicable, so if there is anything in your background that we should know about, now is the time to mention it.

I certify that the above information is correct and I apply for placement on the local roster of contract court interpreters for United States District Court for the Middle District of Florida, along with placement on the NCID. I understand that my selection to serve as a contract court interpreter for the United States District Court for the Middle District of Florida will be on an as needed basis.

Date

Signature

PRIVACY ACT STATEMENT

Your social security number is requested under the authority of Sections 6041 and 6109 of the Internal Revenue Code. If you earn more than \$600.00 in compensation as a contract court interpreter, the Court must inform the Internal Revenue Service using your social security number, and it is helpful to get your number now. Failure to disclose your social security number may delay your receipt of compensation from the Court and may subject you to backup withholding.

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I, the undersigned, hereby authorize the United States District Court, Clerk's Office of the Middle District of Florida, or its authorized representative(s) or employee(s), to receive any criminal history record information pertaining to me, which may be in the files of any state or any local criminal justice agency, or any law enforcement agency. This request is valid for, but is not limited to the State of Florida. This request/release is valid for one (1) year from this date hereon.

Signature (Sign in Ink)	Full Name (Type or Print Legibly)		Date Signed
Other Names Used			Social Security Number
Current Address (Street, City)	State	ZIP Code	Home Telephone Number
Date of Birth	Race/Sex		

WAIVER

I hereby authorize the Contract Court Interpreter Representative to consult with other Courts with regard to matters pertinent to my qualifications as a contract court interpreter.

Printed Name: _____

Signature: _____

Date: _____

**Authorization to Release Government (State or Federal)
Information to U.S. District Court, Clerk's Office**

I, _____, the undersigned, hereby waive my rights under the Privacy Act, 5 U.S.C. 522a (Supp. Iv, 1974), and authorize the disclosure to the United States District Court, Clerk's Office of the Middle District of Florida, or its authorized representative(s) or employee(s), any and all information pertaining to me, contained in the files or system of records maintained by the Social Security Administration. I authorize the Social Security Administration, or government agency to convey such information, either orally or in writing, to the aforementioned Clerk's Office.

I hereby waive any rights I may have under the Privacy Act to prior notice of such disclosure or of any rights I may have to an accounting of such disclosure of the aforementioned Clerk's Office.

The information is to be obtained for the purpose of making a determination of suitability to be a service provider to the Court.

Date Printed Name Signature

Date of Birth: ____/____/____ (MM/DD/YYYY) Social Security Number: ____/____/____

Race: _____ Sex: _____

Years to Search: 1984 to Present

Clerk's Office Employee Requesting Information:

FRAN CUMMINGS, HR MANAGER, USDC-MDFL 407-835-4200
Name & Title Phone Number

Consent and Authorization For Access To Financial Records

I, _____, having read the explanation of my rights which is attached to this form, hereby authorize the Credit Bureau, Inc. to disclose a Computerized Credit Bureau Check to Sheryl L. Loesch, Clerk of Court, United Stated District Court of the Middle District of Florida for the purpose of making a determination of suitability to be a service provide to the Court.

I understand that this authorization may be revoked by me in writing any time before my records, as described above, are disclosed and that this authorization is valid for no more than three (3) months from the date of my signature. I understand further that my authorization cannot be required as a condition of my doing business with the above named financial institution.

Date Printed Name Signature

Street Address: _____

City: _____ State: _____ Zip Code: _____