UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

CONTRACT COURT INTERPRETER APPLICATION - INSTRUCTIONS

Under the policies and procedures put in place by the Administrative Office of the US Courts (AOUSC), 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.

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 under 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.

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 directly affect 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 completely render everything that is said into the target language. Summary interpretation is not acceptable in legal proceedings because it improperly substitute's 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 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 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 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 a criminal background check. 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.

Besides completing the contract court interpreter application form, if approved, the interpreter must complete one form which will allow the Middle District to conduct background checks with the National Crime Information Center (NCIC), and the Florida Crime Information Center (FCIC).

Please email or mail the completed application and any applicable documents to:

James Plunkett, Staff Interpreter
United States District Court - Middle District of Florida
Sam M. Gibbons United States Courthouse
801 North Florida Avenue
Tampa, FL 33602
Email: James_Plunkett@flmd.uscourts.gov

Upon receipt, the interpreter's application will be reviewed and if he/she is found qualified the Authorization for Release of Information will be emailed to the interpreter. The court will then run a preliminary background. If the interpreter passes the NCIC and FCIC check, 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 Contracting Officer will contact the interpreter negotiate the rates and terms of service.

Certified interpreters have passed the Administrative Office certification examination. Certification programs have been developed for Spanish, Navajo and Haitian Creole. The Administrative Office's Spanish-English Federal Court Interpreter Certification Examination ("FCICE") is administered in two phases. You must first pass the written examination in order to qualify for the oral examination. The certification programs for Navajo and Haitian Creole are no longer offered.

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

If the language requiring interpretation is not one for which the AOUSC 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 will provide the interpreter with either a Blanket Purchase Agreement (BPA) for recurring assignments or an Assignment by Assignment Purchase Order, which consists of a Rate and Information Sheet and Terms and Conditions. The BPA and/or the Assignment by Assignment Purchase Order 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 stated in the document. After the signed document has been received by the Court, the Contracting Officer will sign the document and will email an executed copy to the interpreter for his/her records and a copy will be placed in the interpreter's procurement file. The Court will add the interpreter to the court's roster of approved contract court interpreters.

The contract court interpreter shall adhere to the contract and the interpreter's oath administered by the Court. It is the interpreter's responsibility to ensure that he/she 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).

When using contract court interpreters, every effort will be made by the Court to obtain the services of the most qualified interpreter reasonably available at the interpreter fee schedule. To ensure that the Court receives the best possible interpreter services, if the language is one for which there are AOUSC certified interpreters (Spanish, Navajo and Haitian Creole), the Court will select an "AOUSC Certified" interpreter if one is reasonably available. If an AOUSC Certified interpreter is not reasonably available, an otherwise qualified interpreter ("language skilled") may be selected.

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

CERTIFIED & PROFESSIONALLY QUALIFIED		**LANGUAGE SKILLED (Non-Certified)**	
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

Contract court interpreter 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 Services Department or the Staff Interpreter 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 at https://www.flmd.uscourts.gov/forms/all/interpreter-forms). The Terms and Conditions 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:*_____

Last Name:*_____

Company Name: _____ Nickname: _____

Street Address:*_____

City/State/Zip Code:*_____

Primary Telephone:*_____

Cell Phone:*_____

Fax:_____

E-mail:* _____

Employer Identification Number (EIN) if applicable:_____

EIN is a federal tax identification number and is used to identify a business entity.
Please do not put your social security number on this line.

Do you have authorization to work in the USA? ☐ Yes ☐ No ****Please do not continue if you checked No.****

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 "AOUSC Certified" or "Professionally Qualified" you must attach a copy of your AOUSC certification or professional credentials to this application, otherwise you will be marked as "Language Skilled" and paid at that lower rate).

Language(s)	**Read** (Choose Yes or No)	**Write** (Choose Yes or No)	**Speak** (Choose Yes or No)	**Interpret** (Choose Yes or No)	**Are you AOUSC Certified or Professionally Qualified? If so, please attach documentation** (Choose Yes or No)

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

Do you sight-translate documents? (Please check your answer.) ☐ YES ☐ NO

If yes, between both languages ☐; from English only ☐; into English only ☐.

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? ☐ YES ☐ NO If yes, please explain below.

_____

_____

_____

Are you a member in good standing of any professional interpreter associations? ☐ YES ☐ NO

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? ☐ YES ☐ NO

If yes, please provide details below.

_____

_____

_____

PLEASE REMEMBER: The Middle District of Florida will be conducting a background check as applicable, so if there is anything in your background 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 as needed.

_____ _____

Date Signature