

COURT INTERPRETER SERVICES TERMS AND CONDITIONS

EXHIBIT A: DEFINITIONS

- 1.1 Agreement:** means the parties' entire integrated agreement (Contract), including the Independent Contractor Interpreter Rate Email, Contractor Assignment Confirmation Email, Court Interpreter Services Terms and Conditions, and any Amendments, exhibits, and attachments incorporated therein, related to performance of the Work, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties.
- 1.2 Amendment:** means a writing issued by Court, and signed by both Contractor and Court, that modifies the Agreement as mutually agreed between the parties.
- 1.3 Claims:** claims, suites, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs), including those based on the injury to or death of any person or damage to property.
- 1.4 Contract Amount:** total dollar amount of Compensation payable to Contractor under the Agreement for performance of the Work.
- 1.5 Compensation:** the fixed price amount or rate(s) payable to the Contractor for interpreter services, including Contractor's professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.
- 1.6 Contractor:** Individual or entity, contracting with the Court to do the agreed Work. Contractor (also referred to as "Interpreter") is a party to this Agreement.
- 1.7 Court:** Superior Court of California, as indicated on the Interpreter Assignment and/or Work Offer. The Court is a party to this Agreement.
- 1.8 Court Coordinator:** An individual, designated by the Court Manager, to oversee the scheduling and coordination of interpreter services for any given assignment.
- 1.9 Court Manager:** Court representative who will operate as the main interface between Contractor and the Court regarding the Work to be performed under this Agreement.
- 1.10 Data:** information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- 1.11 Deliverable:** Items specified in the Agreement, that Contractor shall complete and deliver or submit to Court.
- 1.12 Effective Date:** the date on which this Agreement is fully executed by both parties.
- 1.13 Material:** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.
- 1.14 Notices:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either:
- (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post- marked date; or
 - (2) hand-delivery to the other party's authorized representative, as set forth in the Agreement. This Notice shall be effective on the date of receipt.
 - (3) Email with receipt confirmation.

- 1.15 Services:** collectively, the services provided under this Agreement, and any incidental services or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement (or the Scope of Work), but which are required for the performance and delivery of these services.
- 1.16 Subcontractor:** a person or business entity that has a contract (as an "independent contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.
- 1.17 Task:** one or more functions, services, or actions, as specified in the Agreement, to be performed by Contractor for the Court
- 1.18 Term:** the term of Agreement is one year, and shall continue from year to year automatically unless otherwise terminated per the Agreement.
- 1.19 Termination Date:** the effective date this Agreement is validly terminated.
- 1.20 Work:** any or all labor, services, Deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of the Agreement.

END OF EXHIBIT A

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. **Audit and Records.**

Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement. Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors by the twentieth (20th) day of the month following the review or audit.

2. **Certifications and Representations.**

Contractor's signature on the Interpreter Assignment shall also serve as certification for the following paragraphs.

2.1 Authority and Binding Effect. Contractor warrants it has the full power and authority to enter into and perform its obligations under this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms.

2.2 Compliance with Permits, Laws, and Regulations. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.

3. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

4. No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code Sections 10365.5, 10410 or 10411; Government Code Sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

5. No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

6. No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

7. No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest, breach, or default under any of Contractor's other contracts.

8. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

9. Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, Sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

10. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286.1, and is eligible to contract with the Court.

11. Special Provisions.

11.1 Certification. Contractor must maintain all certifications or registrations related to Contractor's services.

11.1.1. Oath. Contractor must take an oath, when requested, and follow instructions provided by the judges and court administrators.

11.1.2. Officer of the Court. As a Court Interpreter, Contractor is considered an officer of the Court and as such is obligated to comply with the California Rules of Court and the Standards of Judicial Administration as set forth by the Judicial Council of California.

11.1.3. Provisionally Qualified Interpreter. All provisionally qualified interpreters agree to maintain their status as provided for in the California Rules of Court and to make best efforts toward certification/registration, with consideration taken for the availability of exam dates in Contractor's language pair(s).

11.1.4. Compliance with Other Rules. Contractor must comply with all interpreter and Ethics rules that would otherwise be applicable to a certified or registered Interpreter, regardless of whether or not Contractor is certified or required to comply with such rules.

11.2 Contractor Usage Priority. Any Contractor appointed under Section 71802 (b) paragraphs (2) and (4) of the Court Interpreter Act shall be given priority for assignments over an independent contractor who is appointed pursuant to subdivision (c) (1).

12. Choice of Law and Jurisdiction.

California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction and venue for any legal action arising from this Agreement shall exclusively reside in Orange County, California, and the parties hereby consent to the jurisdiction and venue of such courts.

13. Confidentiality.

13.1 Confidential Information shall be defined as (i) any information related to the business or operations of the Court, including information relating to its personnel and users, and (ii) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement or that Contractor knows, or would reasonably be expected to know is confidential. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; or (iii) information a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations.

13.2 During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. The Court owns all right, title and interest in its Confidential Information. Contractor will notify the Court within two (2) calendar days upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information, including but not limited to investigating and curing the unauthorized disclosure, and taking measures satisfactory to the Court to prevent such disclosure from reoccurring.

- 13.3** Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations.
- 13.4 Specific Performance.** Contractor understands a default under this Section will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the Court will be entitled to seek.

14. Default and Remedies.

- 14.1 Default.** A default exists under this Agreement if:

- 14.1.1.** Contractor fails or is unable to meet for perform any of Contractor's duties under this Agreement, and this failure is not cured within ten (10) calendar days following notice of default or is not capable of being cured within this cure period;
- 14.1.2.** Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;
- 14.1.3.** Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;
- 14.1.4.** Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

- 14.2 Notice of Default.** Contractor shall notify the Court immediately if Contractor defaults, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

- 14.3 Available Remedies.** The Court may do any of the following:

- 14.3.1.** Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights or setoff as may be provided in this Agreement or any other Agreement between the Court and Contractor;
- 14.3.2.** Require Contractor to enter into non-binding mediation;
- 14.3.3.** Exercise, following notice, the Court's right of early termination of this Agreement as provided below; and
- 14.3.4.** Seek any other remedy available at law or in equity.

- 14.4 Remedies Cumulative.** All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

15. Dispute Resolution.

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's representative to discuss the matter and any actions necessary to resolve a dispute.

15.1 Escalation.

- 15.1.1.** If a dispute remains unresolved either party may give Notice requesting each party's Chief Executive Officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen calendar days of the effective date of the Notice.
- 15.1.2.** If the matter is not resolved as set forth in this Section, the aggrieved party will submit a second Notice which will:

- 15.1.2.1. provide detailed factual information;
- 15.1.2.2. identify the specific provisions in this Agreement on which any demand is based;
- 15.1.2.3. advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- 15.1.2.4. attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

15.1.3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen calendar days after receipt of a written request, unless otherwise agreed.

15.2 Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

15.3 Continued Performance of Work. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

16. Indemnification.

16.1 Contractor shall indemnify and defend (with counsel satisfactory to the Court Office of the General Counsel) Court and Court Personnel from against all claims, damages, losses, judgements, liabilities, and expenses, including but not limited to attorney fees and costs, arising or resulting from the negligence or willful misconduct of Contractors or its officers, employees, agents, representatives or Subcontractors. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

16.2 Contractor's obligation to defend, indemnify, and hold the Court and Court Personnel harmless is not limited to, or restricted by, any requirement in the Agreement that Contractor procure and maintain insurance policies.

17. Independent Contractor.

17.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor, are independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Court.

17.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

17.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

18. Limitation of Liability.

Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

19. Non-Exclusivity.

This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to procure the Work by other means.

20. Performance.

Contractor will perform and complete all Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

20.1 Background Checks.

20.1.1. The Court will have the right, but not the obligation, to request or conduct a background check on any Contractor's personnel, its subcontractor personnel, or agents performing Work under the Agreement. The Court may require a local and/or LiveScan.

20.1.2. Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor.

20.1.3. Granting or denying access will be at the sole discretion of the Court. The Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to the Contractor.

20.1.4. It is the responsibility of the Contractor to notify the Court of any additional staff or change in staff and to receive authorization from the court before the individual begins to work in a court facility.

20.2 All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

20.3 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

20.4 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

21. Publicity.

Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement without first obtaining the Court's prior written approval, which may be denied for any or no reason.

22. Representations and Warranties.

Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

23. Survival.

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit and Records, Confidentiality, Indemnity, Limitation of Liability, Warranties.

24. Termination.

24.1 Termination for Cause.

24.1.1. Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default as defined in the Section above, including costs to complete or correct the

Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods or services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue the Services not terminated hereunder.

24.2 Termination for Convenience.

24.2.1. Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten (10) calendar days' Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

24.2.2. If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

24.3 Termination due to Fund Appropriation and Availability.

24.3.1. Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Appropriation Year for state-funded agreements ends on June 30th of each year. The Appropriation Year for federally funded agreements ends on September 30th of each year.

24.3.2. Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

25. Time is of the Essence.

Time of performance is of the essence in the performance of services by Contractor under this Agreement.

26. Travel.

26.1 Pursuant to the Evidence Code, sign language interpreters for the deaf or hearing impaired shall be paid actual travel costs. Additionally, any sign language interpreters for the deaf or hearing impaired shall have their parking provided for by the Court.

27.2 For all other Interpreters, actual mileage is reimbursed when the Interpreter travels 60 miles or more roundtrip from his or her place of business (address used for tax purposes). The rate of reimbursement is the rate as authorized by the Internal Revenue Service of the United States. Extraordinary travel costs such as airfare may be reimbursed only with advanced approval of the Court Interpreter Manager or its designee. All travel must be done by utilization of the least expensive commercially reasonable method of transportation available. Parking at any applicable location will be the responsibility of the Interpreter.

27. Waiver of Rights.

Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

28. Severability.

If any part of this Agreement is held unenforceable, all other parts remain enforceable.

29. Entire Agreement.

29.1 Headings. All headings are for reference purpose only and do not affect the interpretation of this Agreement.

- 29.2 Negotiated Agreement.** This Agreement was negotiated between the parties, and neither party “prepared” this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.
- 29.3 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.
- 29.4 Entire Agreement.** This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communication between the parties.

END OF EXHIBIT B

EXHIBIT C: PRICING & PAYMENT TERMS

1. Court Interpreter Claims Submittals

- 1.1. Court Interpreter Claims must be submitted to the corresponding on-site Interpreter Coordinator where services are performed or, in the event no such Interpreter Coordinator is present, to the appropriate and corresponding Interpreter Coordinator, Supervisor or Manager.
- 1.2. First time Court Interpreters must complete a Payee Data Record form and submit it to the corresponding on-site Interpreter Coordinator. A copy of the Payee Data Record form is attached at the end of this Exhibit C.

2. Court Interpreter Claims Instructions

- 2.1. Contractor must submit a Court Interpreter Claim to the Court for services rendered at the approved rates. The Court Reporter Interpreter Services Department will submit approved claims that are received by the established deadlines to the Court Financial Services Department for processing and issuance of a warrant. The responsibility for providing an acceptable claim rests with the Contractor. Billings are to be submitted after services have been provided and on a weekly basis.
- 2.2. The Court requires complete documentation of all services provided. Court Interpreter Claims must include Contractor's Vendor number and be in accordance with all Superior Court instructions.
- 2.3. Contractor will direct all communications concerning the terms, prices, and conditions of this Agreement to the Court Interpreter Manager.
- 2.4. After receiving Contractor's Court Interpreter Claim, the Court will either approve the claim for payment, or provide Contractor with specific reasons why any amount is being withheld and what Contractor must do in order to receive the withheld amount. Payment does not imply acceptance of your claims or services, and Contractor must immediately refund any payment we make in error.

3. Compensation. Contractor acknowledges that the parties have agreed to the rate structure set forth in the Judicial Council of California's Payment Policies for Contract Court Interpreters ("Payment Policies"), a copy of which is available at <https://www.courts.ca.gov/documents/paypolicies.pdf>. The rate structure reflects the current rates at the time of contract execution. Modifications to the Payment Policies and rate structure are incorporated herein by reference. Compensation above the daily payment rates set forth in the Payment Policies is subject to management approval (by Court Manager or Court Manager's designee). Such approval must be expressed in writing.

4. Travel.

- 4.1. Pursuant to the Evidence Code, sign language interpreters for the deaf or hearing impaired shall be paid actual travel costs. Additionally, any sign language interpreters for the deaf or hearing impaired shall have their parking provided for by the Court.
- 4.2. For all other Interpreters, actual mileage is reimbursed when the Interpreter travels 60 miles or more roundtrip from his or her place of business (address used for tax purposes). The rate of reimbursement is the rate as authorized by the Internal Revenue Service of the United States. Extraordinary travel costs such as airfare may be reimbursed only with advanced approval of the Court Interpreter Manager or its designee. All travel must be done by utilization of the least expensive commercially reasonable method of transportation available. Parking at any applicable location will be the responsibility of the Interpreter.

END OF EXHIBIT C

EXHIBIT D: SCOPE OF WORK

1. **Scope of Services.** Contractor agrees to provide the Services described below as authorized per Contractor's Interpreter Assignment and Work Offer:
 - 1.1. **Simultaneous and Consecutive Interpreting.** Contractor must interpret at court proceedings in the simultaneous and/or consecutive mode as determined by Contractor.
 - 1.2. **Sight translation.** Contractor must provide sight translation of written or printed materials, including electronic messages, as requested, during court proceedings and other court-related interpreting activities.
 - 1.3. **Remote Interpreting.** Contractor must provide remote interpreting services between courts using telephonic equipment during the hours Contractor is present at the court, providing Contractor has been adequately trained on the use of the equipment. It is the Court's sole discretion to determine the adequacy of the Contractor's equipment training.
 - 1.4. **Other Interpreting Services.** Contractor may be assigned to any area, work location or court facility within the Court during the services hours Contractor is contracted to interpret for the Court. Contractor may also be required to perform other Court-related language services, including but not limited to, interpreting at the clerk's counter, County jail facilities, Self-Help Center, attorney-client interviews, and non-mandated case types as assigned by the interpreter coordinator.
2. **Service Levels.** Contractor must interpret accurately without embellishing, omitting, or editing. Contractor must perform services with utmost judgment, using commercially reasonable care and skill for court interpreters in California. Contractor, shall at all times pertinent to this agreement, comply with Standard 2.11 of the Standards of Judicial Administration recommended by the Judicial Council as well as California Rule of Court 2.890, which together provide additional guidance for interpreters.
3. **Availability.** Contractor must work each Half Day or Full Day session as scheduled and in accordance with any such assignment. If any session runs late, Contractor must continue providing Services until the session is concluded.
 - 3.1. **Half-day, Full-day and Night sessions.**
 - 3.1.1. A half-day session is defined as any portion of a consecutive four-hour period either:
 - 3.1.1.1 A morning session, beginning no earlier than 8:00 a.m. and ending by 12:15 p.m.;
 - 3.1.1.2 An afternoon session, beginning no earlier than 1:00 p.m. and ending by 5:15 p.m.;
 - 3.1.2. A night session, which is a separate session, as determined by the court, beginning no earlier than 5:15 p.m. and ending by 10:00 p.m.
 - 3.1.3. A full-day session is defined as a morning session and an afternoon session.
 - 3.2. **Arrival and Check-in.** Contractor shall arrive at the beginning of Contractor's half day or full day assignment and must check in with the designated Court Interpreter Coordinator within 15 minutes of Contractor's arrival at the Court designated location, and check out with the designated Interpreter Coordinator to be released prior to leaving the applicable Court designated location.
 - 3.3. **Availability for Entire Session.** Contractor must be available to the Court and remain at the applicable facility for the entirety of each assignment and be reachable by business telephone.
 - 3.4. **Notice of Change of Availability.** If Contractor's availability status changes, Contractor must notify the Court at least 24 hours in advance of any such assignment. Contractor must use a regularly checked answering or voice messaging system that allows messages to be left when Contractor's business telephone is not answered.
 - 3.5. **Notice of Cancellation.** Court must notify Contractor of cancellation at least 24 hours in advance of assignment. Contractor must provide Court an active answering or voice messaging system to permit Court notification of cancellation.

4. Equipment.

- 4.1.** The Court may provide Contractor with certain equipment for use in the courtroom. Contractor is responsible for returning all Court equipment to Court Interpreter Coordinator after Contractor's half day or full day session.
- 4.2.** Otherwise, Contractor must provide all of the necessary equipment, supplies, and clerical support for Contractor's Services.

- 5. Court Coordinator.** Each Court Justice Center has an Court Coordinator. The Court Coordinator is authorized to make day-to-day decisions related to the scheduling of Services. The Court Coordinator is not authorized to commit to changes to this Agreement, including changes in the rate of payment for services, without a written amendment to this Agreement signed by both parties. The address of each Justice Center with this Court and the corresponding court coordinator phone number are inserted below for reference.

Justice Center	Address	Phone Number
Central	700 Civic Center Drive West, Santa Ana, CA 92702	(657) 622-7327
Harbor/Newport	4601 Jamboree Road Newport Beach, CA 92660	(657) 622-6441
Lamoreaux	341 The City Drive Orange, CA 92868	(657) 622-5138
North	1275 North Berkeley Avenue Fullerton, CA 92838	(657) 622-6644
West	8141 13th Street Westminster, CA 92683	(657) 622-5983

END OF EXHIBIT D