

EXHIBIT A: STATEMENT OF WORK

1. WORK

1.1. CONTRACTOR RESPONSIBILITIES

- 1.1.1. Contractor will provide interpreters to perform all modes of interpreting and sight translation services to the Superior Court of California, County of San Bernardino (“Court”) on a per assignment basis, for the requested language, subject to interpreter availability.
- 1.1.2. Contractor will provide interpreters after receiving written authorization from the Court’s Project Manager (PM) or designee, which shall include agreed upon rate and specify the scope of services to be provided on each assignment. Contractor must promptly confirm receipt of the authorization and respond to the Court’s inquiries without undue delay.
- 1.1.3. For each assignment, Contractor shall provide interpreter with the date, time, location(s), case name(s), case number(s) and scope of services as provided by the Court PM or designee.
- 1.1.4. Any interpreter provided by the Contractor must have the qualifications, training and skills necessary to perform the assignment in a competent, ethical and professional manner prior to deployment to Court assignments. Such performance shall be consistent with industry standards, rules, and regulations, and the laws of the State of California, including Standard 2.11 of the Standards of Judicial Administration, attached hereto as Exhibit A-1, and Rule 2.890 of the California Rules of Court, attached hereto as Exhibit A-2.
- 1.1.5. Contractor, and any employee or subcontractor, will hold all sensitive, confidential and proprietary information in strict trust and confidence, where appropriate, (a) refrain from using or permitting others to use such information in any manner or for any purpose not expressly permitted by this Agreement, and (b) refrain from disclosing or permitting others to disclose any sensitive, confidential or proprietary information to any third party without obtaining the Court’s express prior written consent on a case-by-case basis. Any breach of confidentiality must be reported to PM immediately.
- 1.1.6. Contractor’s interpreters will provide remote interpreting services using Court authorized video remote interpreting equipment, telephonic equipment or other Court authorized equipment at the Court’s request and only if they have been adequately trained on the use of the equipment. The Court will determine the adequacy of equipment and training at its sole discretion.
- 1.1.7. Contractor will provide or require the interpreter to provide listening devices as preferred or required by the interpreter that are sufficient to effectively completing on-site assignments. Additionally, Contractor will provide all devices, hardware and software needed for use by the interpreter to complete any remote assignments. All software and platforms used must be secure. No extra fees or costs shall be charged to the Court.
- 1.1.8. Contractor will provide a completed INT-110 (Qualifications of a Non-Certified or Non-Registered Spoken Language Interpreter) in advance of any assignment that will be covered by a non-certified or non-registered interpreter, in accordance with §§ 68561(c) and 68564(d) of the California Government Code and Rule 2.893 of the California Rules of Court, if one is due.
- 1.1.9. All assigned interpreters must check in and out with Court Services Coordinators via phone, email, or in person upon arrival at the requested location, or in advance for remote assignments.

- 1.1.9.1. All interpreters must be reachable by phone during the entire duration of the assignment and available in the immediate vicinity for on-site interpreters.
- 1.1.10. In the event that the assigned interpreter is unable to fulfill their duties during the specified hours of assignment, the Contractor must immediately notify the PM and make all efforts to provide a suitable, qualified replacement to ensure the uninterrupted provision of services. The Contractor must ensure that no service gaps occur and that assignment(s) continue seamlessly. In the event that the Contractor is unable to provide suitable, qualified replacement, Contractor must immediately notify the PM and Court will not pay for unfilled assignment.

1.2. COURT RESPONSIBILITIES

- 1.2.1. For each assignment, the Court's PM or designee shall provide to Contractor written authorization from the Court's PM or designee that specifies the date, time, location(s), case name(s), case number(s) and scope of services.
- 1.2.2. Court staff will be available on site to support interpreter to find assignment location and for guidance in the event of an emergency.
- 1.2.3. The Court's PM or designee will promptly notify Contractor of changes to a confirmed assignment that may result in additional compensation owed to the interpreter for remaining on site additional time, or for mileage or travel time. Whenever possible, the Court will notify Contractor in advance, but same-day changes agreed to by the interpreter to cover urgent Court needs will be communicated within one (1) court day.
- 1.2.4. Prior to performing any services, individuals are required to undergo Live Scan fingerprinting at Contractor's expense at an outsourced location. Contractor will not assign any individual who fails a background check or who has any convictions to perform work under this agreement.
- 1.2.5. Cancellation
 - 1.2.5.1. A cancellation fee, not to exceed the half-day or full-day cancellation compensation rates included in Exhibit C, Payment Provisions, may be paid if the Court entered into an agreement with an interpreter more than 24 hours or one business day in advance of the assignment, and either of the following occurs:
 - 1.2.5.1.1. The court cancels the assignment with less than 24-hour notice.
 - 1.2.5.1.2. The court cancels an assignment that begins on the first business day of the workweek without one business day's notice.

2. TITLE IV-D CASES AND REQUIREMENTS

- 2.1. This section only applies to Services that are provided for Title IV-D child support cases.
 - 2.1.1. Contractor is required to complete a Contractor Activity Log, attached hereto as Exhibit A-5, using the mandatory form provided by the Court. All hours worked by Contractor must be listed on the log, regardless of whether the time worked is reimbursable by the AB 1058 Child Support Program grant. The log must be verified and signed by Contractor and may also be used to report time to Court. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
 - 2.1.2. Pursuant to Family Code section 4251, the Court is required to provide sufficient commissioners to hear Title IV-D child support cases filed by the local child support agency. The Court is required to provide sufficient support for courtroom operations for Title IV-D cases. Contractor acknowledges that Services performed in connection with the AB 1058 Child Support Program may only be remunerated from AB 1058 grant funds.

Services that are not authorized under the AB 1058 Child Support Program grant shall not be paid from the grant funds.

3. COMPENSATION RATES GUIDELINE

- 3.1. Interpreters will be compensated for services at a half-day, full-day, or hourly rate. See Exhibit A-3 Judicial Council of California (JCC) Payment Policies for Independent Contract Interpreters, Section III Policy (B) (1-2).
 - 3.1.1. Half-day Rate – Paid when services are provided for any portion of a consecutive four-hour period during either of the following:
 - 3.1.1.1. A morning court session, defined as beginning no earlier than 8:00 a.m. and ending by 12:15 p.m., local standard time.
 - 3.1.1.2. An afternoon court session, defined as beginning no earlier than 1:00 p.m. and ending by 5:15 p.m., local standard time.
 - 3.1.2. Full-day Rate: Paid when services are provided in both a morning and afternoon court session in a single day.
 - 3.1.3. Hourly Rate: Paid when services are provided via Video Remote Interpreting or during a night session (defined as beginning no earlier than 5:15 p.m. and ending by 10:00 p.m., local standard time).
 - 3.1.4. If an interpreter is required to work between the hours of 12:15 p.m. and 1:00 p.m. or after 5:15 p.m. until the conclusion of the afternoon session, the interpreter is entitled to hourly compensation in addition to other compensation received for the day.
 - 3.1.5. Exception for Reimbursement Limits for Sign Language Interpreters – Evidence Code section 754 (i), ([EVID § 754](#)), attached hereto as Exhibit A-4, provides that sign language interpreters will be paid actual travel expenses. Therefore, reimbursement limits outlined in Finance Memos are not applicable to sign language interpreters. Reimbursement rates must be negotiated and provided for in the written agreement.
 - 3.1.6. Any sign language interpreters for the deaf or hearing impaired shall have their parking provided for by the Court.
- 3.2. All mileage and travel expenses will be reimbursed in accordance with the JCC's Payment Policies for Independent Contract Interpreters, and Trial Court Financial Policies and Procedures (FIN) Manual, Policy No. 8.03, which may be updated periodically. Contractor shall at all times stay fully informed as to the most current policy which is available on the Court's website at www.sb-court.org.
 - 3.2.1. Actual mileage is reimbursed when the Interpreter travels 50 miles or more from his or her "tax home" (address used for tax purposes). The rate of reimbursement is the rate as authorized by the Internal Revenue Service of the United States.
 - 3.2.2. Extraordinary travel costs such as airfare may be reimbursed only with advance approval of the Court's Interpreter Services Manager or designee in accordance with the Court's approval policy.
 - 3.2.3. All travel must be done by utilization of the least expensive commercially reasonable method of transportation available and in accordance with Trial Court Financial Policies and Procedures section 8.03.
 - 3.2.4. Parking at any applicable location will be the responsibility of the Interpreter.
- 3.3. Travel time/cost and/or mileage will not be paid/reimbursed for remote services.

End of Exhibit A