



**Superior Court of California
County of Orange**

Contractor Name:	TBD
Services:	CART Provider
Agreement Term:	TBD
Contract Number:	TBD
Contract Amount:	No guarantee is given as to any estimated usage amount. As set forth in this Agreement, Contractor agrees to provide the Work as specified, as needed by the Court, and at the fees listed in this Agreement regardless of service usage.

This Agreement is made between TBD (“Contractor”) and the Superior Court of California, County of Orange, an entity of the State of California (“Court”).

Background

- A. The Court has a need for Communication Access Realtime Translation (CART) services.
- B. The Court has elected to award a contract to Contractor based on Contractor’s certification(s), experience, expertise and ability to meet the needs of the Court.

In consideration of their mutual promises, and subject to the attached terms and conditions, the parties agree as follows:

1. **Contract Documents** Incorporated into this Agreement are the following attachments (collectively, “the Contract Documents”):
 - Contract Cover Sheet;
 - Exhibit A: Scope of Work.
 - Exhibit A-1: CART in the Courtroom Model Guidelines
 - Exhibit B: Definitions;
 - Exhibit C: General Terms and Conditions;
 - Exhibit D: Pricing & Payment Terms;

It is the intention of both parties that all Contract Documents be read and construed as a unified whole whenever possible. However, in the event of a conflict between the terms of the Contract Documents, the following order of precedence shall govern and shall determine which terms will prevail:

- Contract Cover Sheet;
- Exhibit B: Definitions;
- Exhibit C: General Terms and Conditions;
- Exhibit D: Pricing & Payment Terms;
- Exhibit A: Scope of Work.
- Exhibit A-1: CART in the Courtroom Model Guidelines

Any Amendments to this Agreement, starting with the most recent, shall take precedence over the existing Contract Documents. In the event of a conflict between an Amendment and the terms of any other Contract Document, the terms of the Amendment shall prevail.

2. **Notices:** Notices, as may be required in the Agreement, will be provided electronically to the following:

COURT:	CONTRACTOR:
Katherine Moncrief; Contracts Analyst	TBD
kmoncrief@occourts.org	
657-622-6883	

COURT PROJECT MANAGER
TBD
700 Civic Center Dr. West
Santa Ana, CA 92701

SIGNATURES

Superior Court of California, County of Orange	Contractor
Signature:	Signature:
Title:	Title:
Court Executive Officer	CART Provider

End of Contract Cover Sheet

EXHIBIT A – SCOPE OF WORK

1. **Service Level.** Contractor agrees to provide Services as described below:
 - 1.1. The Contractor must provide Realtime translation service of the proceedings displayed on a stand-alone monitor provided by the Contractor for the Consumer. Contractor assumes the role similar to that of a Court Interpreter/Translator. The Contractor may not provide copies of CART text in any format or provide any read-back services. Contractor is not the official reporter of the court proceeding and should not to be confused with the official court reporter of record.
 - 1.2. The Contractor shall follow the suggested best practices outlined in the attached Exhibit A-1: CART in the Courtroom Model Guidelines, attached hereto and incorporated into this Agreement by reference with the same force and effect as if set forth herein. unless otherwise instructed by the Court during a CART assignment:
 - 1.3. CART Provider agencies are required to have access to personnel with appropriate qualifications, skills, tools and equipment to perform the duties of a CART Provider. All agency personnel must have Court approval before attending an assignment.
2. **Certifications.** Contractor must be in good standing with and currently maintain at least one of the following certifications: Certified Realtime Captioner (CRC), California CART Generalist (CCG), Certified Realtime Generalist (CRG), or a Certified Shorthand Reporter License. Contractors with CCG and CRG certifications must demonstrate the capability to perform the required work of a CART Provider. Court may require proof of current certificate at any time.
3. **Contact Information.** Contractor should provide and maintain Contractor’s current contact information. Contractor agrees that Contractor’s contact information can be released to the public in the manner the Court chooses to facilitate requests.
4. **Availability.**
 - 4.1. Acceptance of an assignment can be made verbally or in writing to the Court by the deadline detailed in the request. Contractor must decide whether to accept an assignment when the Court offers it to the Contractor. The Court will provide the Contractor the case type and the code section/charges for any criminal cases to ensure the Contractor is well informed of the type of possible testimony and/or exhibits they might be exposed to prior to taking the assignment. Anything other than an explicit acceptance will be deemed a rejection of the assignment.
 - 4.2. Arrival and Check-in. The Contractor must arrive at the designated work location no later than 15 minutes prior to the job start time and remain until dismissed by the judge or commissioner presiding over the proceeding or other Court personnel who are authorized. Upon arrival to the Court, Contractor shall contact the Language Access Coordinator in person or by phone. When they arrive to the hearing, they must check in immediately by providing the Deputy and/or Courtroom clerk the case number. If remote service is being provided, they must check in via telephone 15 minutes prior to the hearing and ensure the URL is working and provide a call back number for the Court to call them back if there is delay with the hearing.
 - 4.3. Availability for Entire Session. Contractor shall be available to the Court, remain at the assigned facility(ies), and remain reachable by cell phone for the entirety of each assignment.
 - 4.4. Notice of Cancellation by Contractor. Contractor should notify the Court of cancellation at least 24 hours in advance of assignment.
 - 4.5. Notice of Cancellation by Court. Court will make every attempt to notify the Contractor of cancellations at

least 24 hours in advance of assignment. Contractor must provide the Court with an active answering or voice messaging system or email address to permit Court notification of cancellations.

- 4.6. Contact Information. Contractor shall provide a cellular phone number or other notification method to the OCSC Language Access Services Office to receive notice of last-minute assignment changes. The Language Access Services Coordinators shall be the designated contacts for the Court.
- 4.7. Assignments. Contractor may be assigned to any area, work location, or court facility within the Court during the service hours. Contractor should remain available during the assignment. There shall be no limit on the Court’s ability to have Contractor provide services in multiple courtrooms on a single day, provided the courtrooms are within twenty-five (25) miles of one another. The Court retains the right and discretion to assign Contractor to any and all types of proceedings and court facilities.

5. Equipment.

Contractor must provide all of the equipment and supplies for Contractor services. This includes, but is not limited to, the following items: steno-type machine, and applicable software to provide instant speech-to-text translation on a laptop computer, and a stand-alone monitor so that a Consumer can read the transmitted text on a display screen, and necessary connecting adaptors. Contractor may not use Court computers, copier machines, paper, and fax machines, unless otherwise arranged with the Court. The Court does not provide technical support.

6. Justice Center Locations.

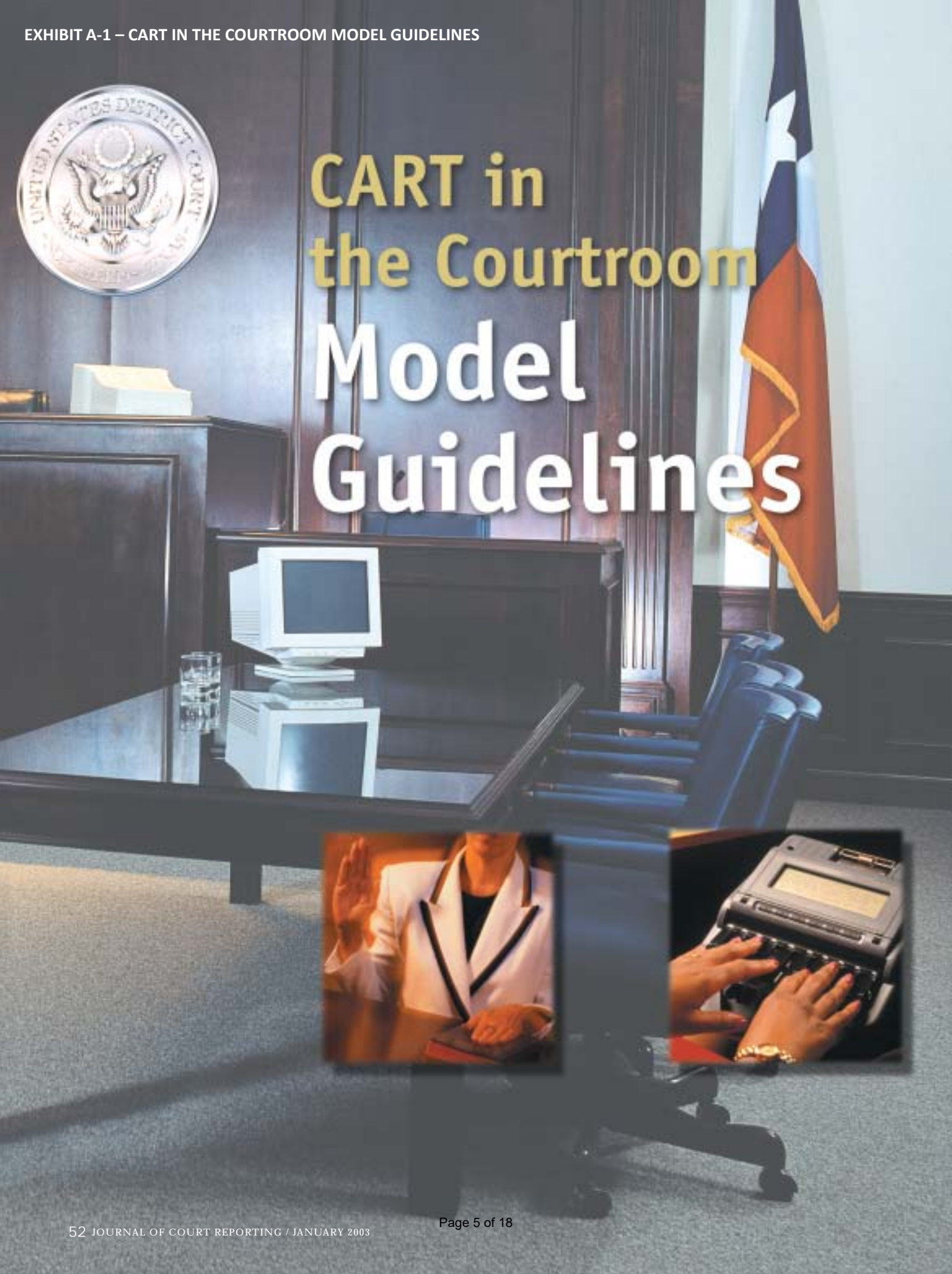
The address of each Justice Center with this Court and the corresponding Language Access Services Coordinator phone number are inserted below for reference. Please note that Contractor may be requested to provide services at additional sites not listed below.

Justice Center	Address	Phone Number
Central (CJC)	700 Civic Center Drive West, Santa Ana, CA 92702	(657) 622-7327
Civil Complex Center (CXC)	751 West Santa Ana Blvd., Santa Ana, CA 92701	(657) 622-7327
Community Court (CCB1)	909 N. Main Street Santa Ana, CA 92701	(657) 622-7327
Department CJ1	550 N. Flower Street Santa Ana, CA 92703	(657) 622-7327
Harbor/Newport Beach (HJC)	4601 Jamboree Road Newport Beach, CA 92660	(657) 622-6441
Lamoreaux (LJC)	341 The City Drive South Orange, CA 92868	(657) 622-5184
North (NJC)	1275 North Berkeley Avenue Fullerton, CA 92868	(657) 622-6644
West (WJC)	8141 13 th Street Westminster, CA 92683	(657) 622-5983
Superior Court Service Center (SCSC)	27573 Puerta Real, Mission Viejo, CA 92691	(657) 622-6441

END OF EXHIBIT A



CART in the Courtroom Model Guidelines



To provide continuity in the provision of CART services in the legal setting, the National Court Reporters Foundation and the American Judges Foundation have developed model guidelines for the use of CART in the courtroom. Courts can use these guidelines to manage the accessibility of CART services for people with hearing loss in a uniform and effective manner.



AJF AMERICAN JUDGES
FOUNDATION, INC.



INTRODUCTION

These Communication Access Realtime Translation (CART) in the Courtroom Model Guidelines provide a framework that can be modified by any courtroom in the country to meet the communication access needs of people who are Deaf, deaf, late-deafened or hard-of-hearing as required by the Americans with Disabilities Act. Courts should revise these guidelines as necessary to meet their individual circumstances.

For the purposes of these guidelines, CART consumers will be defined as people with communication barriers, such as hearing loss.

The Americans with Disabilities Act specifically recognizes CART as an assistive technology that affords effective communication access. In August 2001, the U.S. Ninth Circuit Court of Appeals (*Duvall v. County of Kitsap, Wash.*, No. 99-35934) determined that realtime reporting is a reasonable accommodation for people who are deaf or hard-of-hearing under the Americans with Disabilities Act. Furthermore, in *Adams v. State*, 749 S.W. 2d 635, 639 (Tex. App. — Houston [1st. Dist.] 1988, pet. ref'd), the conviction was reversed because the trial court did not ensure understanding of the proceedings on the part of the deaf defendant. Compare that to *Brazell v. State*, 828 S.W. 2d 580, 582 (Tex. App. — Austin 1992, pet. ref'd), in which the trial court ensured understanding by seating the deaf defendant close enough to the court reporter to permit reading the simultaneous English language transcription.

Although the federal courts are exempt from the provisions of the Americans with Disabilities Act, in 1996 the Judicial Conference of the United States “adopted a policy that all federal courts provide reasonable accommodations to persons with communications disabilities. Each federal court shall provide, at judiciary expense, sign language interpreters or other appropriate

Acknowledgments

These model guidelines for Communication Access Realtime Translation (CART) in the Courtroom resulted from the generous efforts of a joint Task Force formed by the American Judges Foundation and the National Court Reporters Foundation. Our thanks to co-chairs The Honorable Tom Clark and Vicki Akenhead-Ruiz and members Deanna Baker, Donna Collins, Jacquie Gutierrez, Jerry Kelley, Mary Loughran and Terry Weiss.

In addition to basing these model guidelines on the knowledge and experience of the Task Force members, several advisors contributed to their development, including Janice Friend, Pat Graves, Sue Deer Hall, Katy Ingersoll, The Honorable John Mutter, The Honorable Jeff Rosinek, Karen Yates, The Honorable Chris Williams and Cecilee Wilson.

The foundation for these guidelines comes from two primary resources: the National Court Reporters Association’s CART Provider’s Manual and the Los Angeles County Superior Court’s ADA-CART Procedures Manual, which was a joint effort between the Los Angeles County Superior Court and the Los Angeles County Court Reporters Association. Both of these documents provided a clear direction for the Task Force that allowed for the efficient production of these guidelines.

Disclaimer

These guidelines are designed to provide continuity in the provision of CART services, offering a structure from which courts can draw in order to meet their individual circumstances. Courts can then manage the accessibility of CART services for people with hearing loss in a uniform and effective manner, benefiting both the court and CART consumers. These guidelines reflect recommended procedures regarding the provision of CART in the nation’s courts. The information and guidance offered herein should not be construed as anything more than suggested best practice.

auxiliary aids and services to participants in federal court proceedings who are deaf, hearing-impaired, or have other communications disabilities.”

Communication Access Realtime Translation (CART) is a word-for-word speech-to-text interpreting service for people who need communication access. With CART, only the text appears on a screen. While broadcast captioning, in which the text appears with a video image on a television, falls under the CART umbrella in its broadest sense — communication access — it is considered a separate specialty.

Official court reporters are charged with preparing an accurate, complete, and secure official record of the proceedings. The proceedings include a verbatim record of the testimony, but will not include the inflection and spirit of speakers or environmental sounds. Using realtime technology, this record is instantly available to all judicial participants. A realtime-capable official reporter converts stenographic notes into English text automatically, and this text is immediately displayed through litigation-support software on any computer screen in the courtroom, such as laptops set up at the counsel table or a monitor built into the judge’s bench. Judges have instant access to the unofficial court record for purposes of review, and attorneys can annotate and highlight the uncertified transcript as it appears on their computer screen for later use.

At the center of communication access in the courts are CART providers/interpreters, who ensure equal access to courtroom proceedings. CART is based on realtime technology. The CART provider/interpreter works along with the official court reporter, but in a distinct role. While the official reporter provides the official record of proceedings, the CART provider/interpreter assumes an interpretive rather than an official role. Using the instant steno-to-English translation and screen-transmission capabilities of realtime technology, the CART provider/interpreter captures not only the words, but also the spirit of the pro-

ceedings and environmental sounds. For example, if anyone laughs in the courtroom or the proceedings are disrupted by sounds or other disturbances, CART providers/interpreters include this in their unofficial, on-screen text display.

It is strongly recommended that a single official reporter not perform both functions of making the record and providing CART services at the same time, though it is acknowledged that in certain situations there may be no other option. When no other option exists, the role to be performed is that of the official reporter of proceedings, and the CART consumer is then entitled to read the display screen of the official reporter. Disclosure must be made to the judge and all parties, including the person requiring interpretive services, that the record of proceedings will not include the spirit of the speaker or environmental sounds, or any off-the-official-record conversations.

The court may assign an official court reporter to use their realtime technology to make the record instantly available to all judicial participants or may hire a freelance CART provider/interpreter, depending on the court’s available resources.

The CART provider/interpreter abides by the statutes, rules and standards governing interpreters.

ARRANGING FOR CART

Persons in need of CART should contact [FILL IN CONTACT PERSON NAME] at [FILL IN CONTACT TTY, FAX, AND E-MAIL NUMBERS] at least two days prior to the court date appearance so that arrangements can be made. [See the Introduction about modifying these guidelines for the specific circumstances of your jurisdiction.] When possible, please submit your request in writing.

The CART provider should receive at least 24 hours notice of the assignment, including the name of the person requesting the service and the date,

time, and location of the proceedings. Whenever possible, the same CART provider should be assigned to the CART consumer for the duration of the continuous proceedings.

ROLE OF THE CART PROVIDER/INTERPRETER

A CART provider/interpreter’s role is to facilitate communication. The CART provider/interpreter will at all times stay in role and perform in a manner appropriate to the situation. A CART provider/interpreter should decline any invitation or suggestion to comment, interject, advise, respond to inquiries, or in any way become involved in the proceedings outside the role of the CART provider/interpreter. If necessary, the CART provider/interpreter should politely explain the necessity to stay “in role.”

A CART provider/interpreter may be asked to step out of the role to answer questions about the service or to demonstrate equipment during a break. Deviations from the role should be the exception and should be discouraged but may occur with the approval of the judge.

In a court proceeding a CART consumer may be a litigant, juror, judge, attorney, witness or other participant. The CART provider/interpreter will have general knowledge of capital “D” Deaf culture, and will understand that the preferred communication mode of a person with a hearing loss differs depending on whether that individual identifies himself as Deaf, deaf, late-deafened or hard-of-hearing.

The official court reporter and the CART provider/interpreter perform different functions. For example, a CART provider/interpreter may accompany a consumer into the jury room or into confidential discussions with attorneys. A CART provider/interpreter should attempt to refrain from working in the dual capacity of official reporter of proceedings and CART provider/interpreter. However, when no other option exists, the role performed is that of the official re-

porter of the proceedings. The CART consumer may then read the unedited testimony as it appears on a laptop computer or other monitor, keeping in mind that in certain situations, such as bench conferences, the official reporter is responsible for ensuring that the realtime feed will not be available.

The CART provider/interpreter should discuss with the judge his or her role as an interpreter before the proceedings begin. The CART provider/interpreter should be sworn in in the same manner as a foreign language interpreter. The CART provider/interpreter must exercise discretion in situations that may warrant interrupting the proceedings in order to ensure the integrity of the CART translation. Care should be taken not to call undue attention to the consumer or the provision of CART services.

Furthermore, the CART provider/interpreter should be aware of the role of the sign language interpreter. Very often, an interpreter will be present to serve deaf and hard-of-hearing individuals who prefer using sign language, or to voice for a non-oral individual. The CART provider/interpreter and sign language interpreter will work as a team to ensure full, effective communication access.

The CART provider/interpreter must be fair and impartial to each participant in all aspects of CART and be alert to conflicts of interest. Such circumstances may include, for example, providing CART for someone who is a close friend, family member or business associate. The CART provider/interpreter will disclose to the judge any potential conflict of interest or inability to be impartial.

ETHICS AND GUIDELINES FOR PRACTICE

In providing CART service, a CART provider/interpreter should:

A. Accept assignments using discretion with regard to skill, setting, and the consumers involved and accurately represent the provider's qualifications for CART.

- B. Establish a clear understanding of:
1. who is hiring the CART provider/interpreter (Note: In many jurisdictions, a freelance CART provider/interpreter will be hired when the court cannot spare an official reporter to function in this distinct role.);
 2. the role played by the CART provider/interpreter in assisting with communication as opposed to the role of the official reporter of proceedings in providing a verbatim record, and the fact that the CART provider/interpreter should not conduct readback of any proceedings to anyone; and
 3. the fact that no electronic file is to be produced or archived.
- C. Acquire, when possible, information or materials in advance to ensure effective communication.
- D. Know the software and hardware system used and be able to do simple troubleshooting.
- E. Strive to interpret in as close to a verbatim form as English style, syntax and grammar will allow.
- F. Include in the realtime display the identification, content and spirit of the speaker, as well as environmental sounds such as laughter (except under circumstances described in M below).
- G. Refrain from counseling, advising or interjecting personal opinions except as required to accomplish the task at hand.
- H. Delete all files immediately after the assignment.
- I. Cooperate with all parties to ensure that effective communication is taking place.
- J. Preserve the privacy of a consumer's personal information.
- K. Familiarize himself or herself with the provisions of these guidelines, the National Court Reporters Association's "CART Provider's Manual" and the General Guidelines for Professional Practice, and any updates thereto.
- L. Keep abreast of current trends, laws, literature, technological advances relating to CART, and Deaf, deaf,

late-deafened and hard-of-hearing culture.

M. Refrain whenever possible from working in the dual capacity of official reporter of proceedings and CART provider/interpreter at the same time. When no other option exists, the role to be performed is that of the official reporter of proceedings, and the consumer is then entitled to read the unedited text file of the official reporter, which will not include the inflection and spirit of the speaker or environmental sounds that would normally be provided by the CART provider/interpreter. Disclosure must be made to the judge and all parties, including the person requiring interpretive services, of this limitation. Further, in certain situations, such as bench conferences, the official reporter is responsible for ensuring that the realtime feed will not be available.

PROTOCOLS

Attorney Protocol

When providing services in the courtroom for an attorney, the CART provider/interpreter will:

- Report to the appropriate court staff, briefly explaining the role of a CART provider/interpreter and setup requirements;
- Communicate to the appropriate court staff the need for the CART provider/interpreter to be sworn or affirmed as an interpreter;
- Communicate to counsel the role, responsibilities and limitations of the CART provider/interpreter;
- Obtain necessary information for effective communication;
- Conduct a brief orientation with counsel on the associated hardware and software; and
- Notify the appropriate court staff when ready to proceed.

Juror Protocol

Once the juror services unit has been notified of the request for CART services, a CART provider/interpreter

will be assigned to the consumer and a meeting place arranged.

When reporting to the jury assembly room, the CART provider/interpreter will:

- Notify the assembly room clerk of his or her presence;
- Notify the assembly room clerk of the CART consumer's name, requesting to be advised of his or her arrival;
- Locate an appropriate area for equipment setup;
- Introduce himself or herself to the CART consumer;
- Provide the CART consumer with a brief overview of the role, responsibilities, and limitations of the CART provider/interpreter;
- Familiarize the CART consumer with the CART hardware and software;
- Interpret all jury orientation for the CART consumer;
- Be prepared to relocate as soon as the CART consumer receives his or her assignment;
- Remain in the jury assembly room, or within close proximity, in order to hear all announcements;
- Advise the CART consumer when his or her name is called, informing him or her of the assignment; and
- Remind the jury assembly room to contact the courtroom to inform the staff that a CART consumer, accompanied by a CART provider/interpreter, is in the jury panel.

In the courtroom, the CART provider/interpreter will:

- Report to the appropriate court staff outside the presence of the jury panel, briefly explaining the role of the CART provider/interpreter;
- Communicate to the appropriate court staff the need for additional preparation time and setup requirements;
- Communicate to the appropriate court staff the need for the CART provider/interpreter to be sworn or affirmed as an interpreter;
- Determine how the judge conducts voir dire;
- Obtain a copy of the jury random

list, ascertaining the CART consumer's position on the list;

- Obtain the judge's approval and set up the equipment in a location most conducive to interpreting the proceedings, keeping in mind the possible need to relocate during the voir dire process; and
- Accompany the CART consumer back to the jury assembly room when excused and remain with the CART consumer until he or she is reassigned or excused.

During a trial, the CART provider/interpreter will:

- Exit the courtroom along with the jury panel; and
- Adhere to the jury admonition.

During deliberations, the CART provider/interpreter will:

- Relocate equipment in the jury deliberation room to facilitate the interpretation of the deliberation process;
- Provide the jurors with a brief overview of the role, responsibilities, and limitations of the CART provider/interpreter;
- Interrupt, if necessary, to ensure effective communication;
- Interpret all readback conducted by the official court reporter, whether in the jury deliberation room or in open court;
- Relocate equipment in the courtroom once the jury has a verdict; and
- Accompany the CART consumer back to the jury assembly room when excused and remain with the CART consumer until he or she is reassigned or excused.

During deliberations, the CART provider/interpreter will not:

- Interject his or her opinions in the deliberation process;
- Answer any questions pertaining to the deliberation process; or
- Provide readback of courtroom proceedings to anyone, not even the CART consumer.

Defendant (Criminal) Protocol

The CART provider/interpreter will:

- Coordinate with the bailiff (if the defendant is in custody) and/or defense counsel in order to:
 - Establish proper security procedures;
 - Determine if defendant-counsel communication will be required outside of the courtroom and, if so, ascertain the location and set up equipment;
 - Establish the defendant's location in the courtroom during the proceedings and set up equipment;
- Keep confidential all conversations between counsel and the defendant;
- Advise counsel and the defendant of the role, responsibilities and limitations of the CART provider/interpreter; and
- Conduct a brief orientation with the defendant and counsel on the associated hardware and software.

Witness Protocol

The CART provider/interpreter must establish contact with counsel and will:

- Ascertain what services are required (i.e., pretrial interview, testimony, etc.);
- Determine the appropriate location for equipment setup;
- Keep confidential any information gained during the course of daily duties;
- Advise counsel and the witness of the role, responsibilities and limitations of the CART provider/interpreter; and
- Conduct a brief orientation with counsel and the witness on the associated hardware and software.

Interested Party Protocol

The CART provider/interpreter will:

- Report to the appropriate court staff, briefly explaining the role of a CART provider/interpreter;
- Communicate to the appropriate court staff the need for additional preparation time;
- Identify the best area for setup;
- Obtain necessary information for effective communication; and

- Conduct a brief orientation with the interested party on the associated hardware and software.
 - Advise the party and their counsel of the role, responsibilities, and limitations of the CART provider/interpreter;
 - Establish whether the party will be testifying and, if so, communicate with the judge the need to move equipment to the witness stand during the proceedings; and
- Party (Civil) Protocol**
- When providing services in the courtroom for a party in a civil action, the CART provider/interpreter will:
- Report to the appropriate court staff, briefly explaining the role of a CART provider/interpreter;
 - Conduct a brief orientation with the party and their counsel on the associated hardware and software;
 - Obtain necessary information for effective communication;
 - Notify the appropriate court staff when ready to proceed.
 - Communicate to the appropriate court staff the need for the CART provider/interpreter to be sworn or affirmed as an interpreter;
 - Establish the party's location in the courtroom during the proceedings and set up equipment;
 - Keep confidential all conversations between the party and their counsel;

For More Information on CART
Communication Access Information Center
www.cartinfo.org

NCRA's CART Special Interest Area
<http://cart.NCRAonline.org>

NCRA's Member Services and Information Center
 800-272-6272 (TTY 703-556-6289)
msic@ncrahq.org

The Voice of Experience

“Working with the official reporter is integral in understanding that you, the CART provider, are not the official record, no way, no how. We are doing two very distinct jobs,” says Deanna Baker, RMR, of Tucson, Ariz. Baker has provided CART in the court on several occasions and brought her experience to the creation of these Model Guidelines.

Providing CART in the courtroom, whether for a defendant or party to the proceedings; a juror, witness or attorney; or someone who has an interest in the proceedings, such as a relative to a defendant, requires preparation. And while getting a list of terms and witnesses may help, the real key is education — talking to the consumer, attorneys, bailiff and judge — and even the official reporter. “At least talk with the judge ahead of time to explain what is going on,” advises Baker, especially if it is not practical to talk to everyone before the proceedings.

“The CART provider is working with a consumer providing access to the proceedings, which include conferences with their attorneys, clients, witnesses, [and describing] environmental sounds (gavel banging, fire alarm), etc.,” Baker says. “The CART provider doesn't worry about when or if an exhibit is marked. If the CART provider is working with a juror, the CART provider joins the juror in deliberating; obviously the official reporter does not.”

In a case in which Baker provided access for a defendant who is profoundly hard of hearing, one difference between the official reporter and the CART provider was immediately apparent to Baker. “During breaks I was available for discussions between counsel and the defendant, their witnesses, family members, etc.,” she says. “This is where the official reporter could not participate.”

In addition, the official reporter who was taking the trial pointed out other things that Baker had the ability to do which

the official reporter did not, Baker explains. “As an ‘interpreter’ I am writing for 100 percent comprehension by the defendant and not so concerned about the 100 percent verbatim, as is the official. I have the flexibility to paraphrase if need be, depending on the comprehension of the person reading. Again, official reporters are 100 percent verbatim.”

But as with any branch of the court reporting profession, providing CART is not without its challenges. In another instance where Baker was providing CART for a juvenile defendant, she says, “The juvenile's mom, who was very vocal and abrasive and not being very patient waiting for the words to come up, was very agitated with the process. When the son was sentenced to a much longer term than mom expected, she lurched over me to grab her son and supposedly flee. Many flailing arms and legs and me in the middle!”

Although CART in the court setting is not like being the official court reporter, it's also unlike providing CART in the classroom. “A courtroom is a very intimidating place, and adding the obstacle of CART just adds to the pressure,” says Baker. There are usually more speakers in a courtroom than in classroom or conference situations, where it's usually just the lecturer, or in a one-on-one situation, like a meeting with a doctor, she points out, so it is important to have speaker IDs for all players instead of just “>>” — and if you use Q&A banks instead, the consumer might miss out on who is speaking.

Like any branch of our profession, there are many challenges and situations that you could never have prepared for, so there is a clear need for the CART provider to always act with the utmost diligence — and to be as prepared as possible. *Deanna Baker, RMR, of Tucson, Ariz., was part of the task force which developed these guidelines.*

EXHIBIT B - DEFINITIONS

1. **Agreement:** Entire integrated agreement, including all Contract Documents, Exhibits, Attachments, and Amendments incorporated therein, signed by Court and Contractor, for performance of the Work.
2. **Amendment:** Written Contract Document issued by Court, and signed by both Contractor and Court, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in Contract Amount; (3) change in schedule for delivery and performance of Work; or (4) any change to other terms and conditions.
3. **American With Disabilities Act (ADA):** A comprehensive civil rights law prohibiting discrimination on the basis of disability. The ADA broadly protects the rights of individuals with disabilities when seeking access to state and local government services. The California rule of court, rule 1.100 further defines how the ADA applies to the Court.
4. **Communication Access Realtime Translation (CART) Provider:** Individual who produces accurate, simultaneous translation and display while using computer-aided translation software to faithfully communicate the integrity of the message, which conveys a speaker's message complete with environmental cues. This reasonable accommodation is recognized in the ADA.
5. **Consumer:** Individual who is deaf or hard of hearing and requires communication access accommodations. In a court proceeding, a consumer may be a litigant, juror, judge, attorney, witness or other participant.
6. **Contractor:** Individual contracting with Court to do the agreed Work. Contractor is a party to this Agreement.
7. **Court:** Superior Court of California, as indicated on the Contract Cover Sheet. Court is a party to this Agreement.
8. **Deliverable:** Court reporter services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.
9. **Effective Date:** The date of full execution of this agreement.
10. **Judicial Branch Entity:** State of California public entity that includes any superior Court, any Court of appeal, the Supreme Court of California, the Judicial Council of California, or the Administrative Office of the Courts, as defined in California Government Code §900.3.
11. **Judicial Branch Personnel:** Judges, Judicial Officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.
12. **Material:** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.
13. **Notice:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by:
 - 13.1. 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
 - 13.2. 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; or
 - 13.3. sending an email to the email address of the authorized representative of the other party. Notice will be effective on the send date.
14. **Third Party:** Any individual or entity not a party to the Agreement.

- 15. 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. Work may also include Tasks, Deliverables, and/or Submittals required by individual work order(s).

END OF EXHIBIT B

EXHIBIT C – GENERAL TERMS AND CONDITIONS**1. Confidential Information**

- 1.1. Requirements of Strict Confidence. While performing Work under this Agreement, Contractor may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, Court users, or other government entity. Contractor acquires no right or title to the Confidential Information, and Contractor agrees not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.
- 1.2. Permissible Disclosures. Contractor may disclose Court's Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

2. Conflict of Interest

- 2.1. Contractor covenants that it presently has no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.
- 2.2. Contractor will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its partners, family members, or organizations have a financial interest in the outcome of the proceedings.
- 2.3. Contractor will not engage in actions resulting in, or creating the appearance of:
 - 2.3.1. use of an official position with the government for private gain;
 - 2.3.2. preferential treatment to any particular person associated with this Work or Agreement;
 - 2.3.3. impairment of Court's independence or impartiality;
 - 2.3.4. a decision made outside official channels; or
 - 2.3.5. adverse effects on the confidence of the public in the integrity of Court.

3. Prohibition Against Gratuities.

- 3.1. Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of Court, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.
- 3.2. For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, whether in whole or in part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

4. Contractor Status

- 4.1. Independent Contractor.
- 4.1.1. Contractor, its agents, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents or employees. Contractor has the right and the ability to refuse any assignment or Work at any time. Contractor is an “officer” of the Court only in so far as it relates to the profession of court reporting services and shall not be construed to modify the relationship with the Court beyond that of an independent contractor. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit A (Scope of Work), Contractor has no authority or responsibility to exercise any rights or power vested in Court.
- 4.1.2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.
- 4.1.3. If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice.
- 4.1.4. Contractor shall pay all fees, fines, taxes, or other costs of doing business related to Contractor’s services. Court will not withhold any taxes for Contractor. 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.
- 4.1.5. Contractor is not entitled to the rights and benefits of Court employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at his or her own expense, disability or unemployment and other insurance, workers’ compensation, training, permits and licenses for Contractor and for Contractor’s employees and subcontractors.
- 4.2. **Exclusive Control of Means and Method of Performance.** Contractor will determine the method, details, and means of performing or supplying the Work. Contractor shall supply all tools, materials and equipment required to perform the services under this agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in Exhibit A – Scope of Work and will not be subjected to Court’s control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

5. Permits, Licenses, Laws, and Regulations.

- 5.1. Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all certifications, registrations, and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.
- 5.2. Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.
- 5.3. Work After Retirement. Contractor certifies compliance with The California Public Employees’ Pension Reform Act (“PEPRA”); specifically, Government Code section 7522.56.

- 5.4. Harassment. Contractor certifies that it will not unlawfully harass, including sexually harass, any persons with whom Contractor interacts in the performance of this Work. Contractor will take all reasonable steps to prevent such harassment.

6. Signature Authority.

- 6.1. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.
- 6.2. Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

7. Insurance Requirements:

The Contractor shall maintain the following types of insurance in full force during the term of this Contract.

- 7.1. Automobile Liability. To the extent Contractor utilizes an automobile while working for the Court, Contractor shall maintain personal automobile liability insurance, including coverage for hazards associated with owned, non-owned and rented, leased or otherwise hired automobiles as required by the State of California.
- 7.2. Insurance Primary. All insurance policies shall be primary insurance, and any insurance maintained by the Court shall be excess insurance.
- 7.3. Certificates of Insurance. Prior to the commencement of this contract, the contractor shall file with the Superior Court of California, County of Orange a certificate of insurance stating that the coverages required by this paragraph are in effect. The Insurance Certificate shall be emailed to: insurance@occourts.org within seven (7) days of execution of contract.
- 7.4. Notice of Non-Renewal or Reduction. Contractor shall provide Court with thirty (30) business day's written notice of any non-renewal or reduction in coverage with respect to these policies. Such notice will be provided in accordance with Notice requirements set forth in the Agreement and must reference the relevant project, and Agreement number.

- 8. Limitation of Liability.** Court will not be liable to Contractor, 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.

- 9. Modification.** No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit A (Scope of Work).

10. Scope of Work; Acceptance

- 10.1. **Scope of Work.** Contractor will perform and complete all Work described in Exhibit A – Scope of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.
- 10.2. **Acceptance.** The Court will apply the acceptance criteria set forth in Exhibit A – Scope of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) if any, to determine acceptance or non-acceptance of the Work.

- 11. 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 bid the Work to others or procure the Work by other means. Contractor is not required to perform services exclusively for Court, and, subject to any applicable conflict of interest laws, rules, or procedures of Court. Contractor may perform services for any other person or entity, provided other services do not interfere with the services Contractor has agreed to provide to Court under this agreement.
- 12. Standard of Performance.** Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.
- 13. Background Checks.** Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. The Court may require a local and/or LiveScan. Background checks will be conducted in accordance with Court policies. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Granting or denying access will be at the sole discretion of the Court. No background information will be released to the Contractor. The Agreement will be terminated immediately if Contractor refuses to undergo a background check.
- 14. Survival.** Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Confidentiality, Indemnification, Limitation of Liability, Warranties.
- 15. Termination**
- 15.1. **Termination for Cause.** 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, including costs to complete or correct the Work, will be deducted from any sum due Contractor.
- 15.2. **Termination for Convenience.** Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten (10) days' Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice. 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.
- 16. Effect of Termination.**
- 16.1. Upon any expiration or termination, Court will have the right to utilize any materials, equipment, Deliverables, and other Work including partially completed Work. Additionally, Court will have the right to reassign any materials, equipment, Deliverables, or other Work, completed or otherwise. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.
- 16.2. Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.
- 17. Work Eligibility.** Contractor is able to work legally in the United States and possess valid proof of work eligibility.
- 18. Entire Agreement.**
- 18.1. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

- 18.2. 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.
- 18.3. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

END OF EXHIBIT C

EXHIBIT D – PRICING AND PAYMENT TERMS

1. Compensation

1.1. **Hourly Rate.** The Court will only pay for actual time rendered and hourly rates are all inclusive. Hourly rate shall not begin until arrival to the courtroom or before the designated assignment start time. No other expenses will be allowed. Travel and parking expenses will not be reimbursed by the court.

Monday – Friday	8:00 AM – 5:15 PM	\$135.00 per hour
Monday – Friday (Night Court)	5:00 PM – 8:00 PM	\$140.00 per hour
All Emergencies (same day or next day requests only)		\$150.00 per hour

1.2. **Per Diem Rate.** In addition to the rate established in Paragraph 8.1, Contractor will be paid a per diem rate for each full or partial day of services, as set forth below, after the first day of services if the assignment requires multiple days.

Full-Day	8:00 AM – 5:00 PM	\$500.00 per day
Half-Day	8:00 AM – 12:00 PM or 1:00 PM – 5:00 PM	\$200.00 per hour

2. Invoice Submittals

Claims must be submitted to the corresponding on-site Language Access Coordinator where services are performed or, in the event no such Language Access Coordinator is present, to the appropriate and corresponding Language Access Coordinator, Supervisor or Manager.

3. Invoice Instructions

- 3.1. Invoices must be submitted in arrears and on a weekly basis. Contractor must submit a Court Interpreter claim to the Court for services rendered at the approved rates. Contractor shall be responsible for providing accurate and timely claims to the Court.
- 3.2. The Court requires complete documentation of all services provided. Court Interpreter claims must include Contractor’s Vendor number and be in compliance with all Court claim instructions.
- 3.3. Upon receipt of 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 instructions as to how to remedy the problematic claim.

END OF EXHIBIT D

END OF CONTRACT