SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
INDEPENDENT CONTRACTOR AGREEMENT FOR INTERPRETER SERVICES

This Independent Contractor Agreement for Interpreter Services (**"Agreement"**) is made and entered into between the Superior Court of California, County of Riverside ("**Court**") and _____ ("**Contractor**"), an independent contractor, with a principal place of business at _____ (individually, "**Party**" and collectively "**Parties**").

ARTICLE 1
TERM AND EFFECTIVE DATE OF AGREEMENT

1.0 This agreement shall become effective on _____ , 20__, and shall remain in effect for three (3) years.

1.1 All parties agree the Court is under no obligation to use the services of the Contractor during the term of this agreement. Court does not guarantee Contractor will work a certain number of hours or be offered a certain number of assignments.

ARTICLE 2
RIGHT TO CANCEL

2.0 Either party may cancel this agreement with or without cause, by giving the other party a sixty (60) days written notice. Upon cancellation, the Court will pay the Contractor for services performed to the date of termination. The parties acknowledge and agree that the right to cancel is a negotiated term of this Agreement and not intended, in any way, to affect the status of Contractor as an independent contractor.

ARTICLE 3
INDEPENDENT CONTRACTOR

3.0 Contractor agrees that he or she is an independent contractor and no employee-employer, partnership, joint venture, or agency relationship exists between the Contractor and the Court. Contractor enters into this agreement and will remain throughout the term of the agreement as an independent contractor. Contractor agrees it is not and will not become an employee, partner, agent, or principal of Court while this agreement is in effect solely because of the existence of this agreement. Contractor agrees he or she is not entitled to the rights and benefits of Court employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement, or any other employment benefit including benefits under California Public Employees' Retirement System as stated in **Attachment 1** hereto and incorporated herein by reference. 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.

ARTICLE 4
INTERPRETATION SERVICES

4.0 SPECIFIC SERVICES. Contractor agrees to provide the Court with _____ language interpretation services.

4.1 SCOPE OF SERVICES. Contractor agrees to provide the following services:

(a) Interpreting

- Interpret court proceedings.
- Provide remote interpreting services between courts using telephonic equipment during the hours present at the court, if trained to use the equipment.
- Non-court proceedings, including at the clerk's counter as directed by the Court.

(b) Sight Translation

Sight translation of written or printed materials, including electronic messages, as requested.

(c) Other: _____

[*Fill in. Do not leave blank. If not applicable, then state "Does not apply."*]

Perform work related to language interpretation, as requested by the Court.

4.2 STANDARD OF PERFORMANCE. Contractor represents that he or she has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner, consistent with industry rules, regulations and standards and the laws of the State of California, without the advice or direction of the Court. This means Contractor is able to fulfill the Requirements of this Agreement. Failure to perform all the services required under the Agreement Constitutes a material breach of the Agreement.

4.3 CERTIFICATION OR REGISTRATION. Contractor agrees to maintain certification or registration related to services provided under this agreement. Court may request Contractor to submit proof of Contractor's current certification or registration, payment of applicable fees, and all minimum education requirements have been met. Failure to maintain certification or registration (if applicable) as required will be deemed a material breach of this agreement.

4.4 EXPENSES AND TAXES. Contractor agrees to 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 agency should inquire about Contractor's status as an independent contractor, Contractor agrees to inform the Court and allow the Court to participate in any discussion or negotiation with agency.

4.5 AVAILABILITY. Contractor, at contractor's sole discretion, will determine whether he or she is available to accept an assignment. If the Contractor accepts the assignment, the Contractor will be scheduled for the assignment. Contractor agrees to work each half day or full day as scheduled, as defined below in Article 6, to complete Court assignment. If a court proceeding extends beyond the agreed upon session(s), Contractor agrees to continue to provide services until the proceeding ends. Contractor agrees to be available to the Court and remain at the Court for the entire session(s) agreed to for each assignment. If Contractor's availability status changes, Contractor agrees to notify the interpreter coordinator more than twenty-four (24) hours before an assignment begins.

4.6 NON-EXCLUSIVITY. Contractor is not required to perform services exclusively for the Court, and, subject to any applicable conflict of interest laws, rules, or procedures of Court, may perform services for any other person or entity, provided other services do not interfere with the services Contractor has agreed to provide under this agreement.

4.7 TOOLS, MATERIALS AND EQUIPMENT. Contractor agrees to supply all tools, materials and equipment required to perform the services under this agreement.

4.8 MEANS, DETAILS AND MEANS OF PERFORMANCE. Contractor has complete and sole discretion for the manner in which the work under this Agreement will be performed.

ARTICLE 5
INTERPRETER COORDINATOR

5.0 Interpreter coordinators ("**Coordinator**") are authorized to make decisions related to the scheduling of Services to coincide with scheduled court proceedings. The Coordinators are not authorized to make changes to this agreement nor dictate the manner in which services are performed.

ARTICLE 6
PAYMENT FOR SERVICES

6.0 Compensation

a. The following definitions apply:

(1) Morning session means any portion of a consecutive four (4) hour period beginning no earlier than 8:00 a.m. and ending by 12:15 p.m.

(2) Afternoon session means any portion of a consecutive four (4) hour period beginning

no earlier than 1:00 p.m. and ending by 5:15 p.m.

(3) Night session means any portion of a consecutive four-hour period (i) beginning no earlier than 5:15 p.m. and ending by 10:00 p.m. and that (ii) is separate from any afternoon session and is not merely an afternoon session that has run overtime.

(4) Full day means the morning session and afternoon session.

(5) Half day means a morning session, an afternoon session, or a night session.

b. Contractor acknowledges that the parties have negotiated and agreed to the rate structure set forth in the Judicial Council of California's Payment Policies for Contract Court Interpreters attached as **Attachment 2** and incorporated herein by reference.

c. Contractor is scheduled to work a morning session and the session runs over:

(1) If Contractor is required to work between 12:15 p.m. and 1:00 p.m., Court will pay Contractor the half day rate plus an hourly rate at the full day rate for each fifteen (15) minute period Contractor works during lunch period. The amount of time the Contractor works during the lunch period will be rounded up to the nearest fifteen (15) minute period.

(2) If the session continues into the afternoon session, the Court will guarantee a full day pay for the Contractor, provided the Contractor is willing to report to the afternoon assignment offered by the Coordinator.

d. If the Contractor scheduled to work a full day and the session runs over, past 5:15 p.m., the Court will pay Contractor the full day rate plus an hourly rate at the full day rate for each fifteen (15) Minute period Contractor works over. The amount of time Contractor works over will be rounded up to the nearest fifteen (15) minute period.

e. If the Contractor is scheduled to work an afternoon session **or** a night session and the session runs over, Court will pay Contractor the half day rate plus an hourly rate at the full day rate for each fifteen (15) minute period the Contractor works over. The amount of time the Contractor works over will be rounded up to the nearest fifteen (15) minute period.

f. If the Contractor is scheduled to work an afternoon session **and** a night session, Court will pay Contractor twice the half day rate. If either session runs over, Court will also pay Contractor an hourly rate at the full day rate for each fifteen (15) minute period Contractor works over. The amount of time Contractor works over will be rounded up to the nearest fifteen (15) minute period. If there is no break between the afternoon and night session, the afternoon session cannot run over.

6.1 BUSINESS RELATED TRAVEL EXPENSES. Business and travel expenses are items to be negotiated at the time the assignment is made. Expenses subject to further negotiation are:

a. MILEAGE. If the Contractor travels sixty (60) miles or more roundtrip from Contractor's place of business (address used by the Contractor for tax purposes) , the Court will pay the mileage at the rate specified in **Attachment 3** and incorporated herein by reference. Contractor agrees that the rate may be modified from time to-time and agrees to accept the modifications.

b. EXTRAORDINARY TRAVEL. Contractor agrees to obtain written approval from the Court prior to incurring extraordinary travel expenses, including but not limited to-airfare and overnight accommodations. Contractor agrees to submit a travel plan to the Court for review that includes the date(s) of travel, the reason travel is required, and an estimate of expense(s). Upon approval by the Court to a travel plan, any and all changes thereto must be approved in writing by the Court. Contractor agrees to provide copies of receipts and vouchers for reimbursement of all travel expenses.

6.2 CANCELLATION OF COURT ASSIGNMENT. Court shall make every effort to provide a twenty-four (24) hour notice if the Court cancels a previously assigned half day or full day assignment. Court shall pay Contractor a cancellation fee if Court fails to cancel an assignment without a twenty-four (24)

hours notice.

a. Cancellation Fee. If the assignment is scheduled to begin on the first business day of the work week, Court will pay Contractor a cancellation fee if Court cancels the assignment without one (1) business day's notice. The Cancellation fee will be either of the following:

(1) Equal to the rate for one half day of service if the cancelled assignment was for a half day; or

(2) Equal to the rate for one full day of services if the cancelled assignment was for a full day; or

(3) Rate for both the afternoon session and the night session on a single day.

b. MAXIMUM CANCELLATION FEE. The Court will pay a maximum Cancellation Fee equal to the rate for one full day of services, even if the assignment was originally scheduled for multiple days. If the Court or another court (State or Federal) gives Contractor an assignment for the day of the cancellation, the Court will offset the cancellation fee by the amount Contractor receives for the new assignment.

ARTICLE 7
SUBMISSION OF VOUCHERS

7.0 Unless otherwise stated, the Contractor shall submit vouchers no later than thirty (30) days from the date services were rendered.

7.1 Contractor must use the Riverside Superior Court Interpreter Voucher Form and submit it and any supporting documentation by email to Crtsinterpreq@riverside.court.ca.gov.

7.2 Contractor's voucher must include and provide the following information with each voucher:

a. Contractor's name and address;
b. Contractor's vendor number;
c. Daily Activity Log;
d. Dates and hours worked;
e. Any additional expenses previously approved;
f. Remittance address;
g. Provide any necessary supporting documentation; and
h. Date and signature

7.3 After the Court receives Contractor's voucher, Court will either approve the voucher for payment or provide Contractor with specific reasons why any amount is being withheld and what the Contractor needs to do to receive the withheld amount. Payment does not imply acceptance of Contractor's voucher or services and Contractor must immediately refund any payment Court makes in error.

7.4 Vouchers submitted by either party shall not be considered an Amendment to the agreement.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.0 DEFINITIONS.

a. The following definitions apply to Article 8:

(1) Judicial Branch Entity has the meaning stated in Government Code §§ 900.3 and 940.3: any superior court, court of appeal, the supreme court, the Judicial Council, or the Administrative Office of Courts; and these entities comprise the "Judicial Branch."

(2) Judicial Branch Personnel means judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.

(3) Judicial Council means the Judicial Council of California, the policy making body of the State court system.

(4) AOC means the Administrative Office of the Courts, Judicial Council of California.

8.1 REPRESENTATIONS AND WARRANTIES.

a. Contractor represents and warrants the following statements are true:

(1) NO GRATUITIES. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any judicial branch personnel to secure this agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

(2) NO CONFLICT OF INTEREST. Contractor has no interest that would constitute a conflict of interest under *California Government Code* §§1090 *et seq.* or §§87100 *et seq.*, or under California Rule of Court, Rule 10.103 or Rule10.104, which restricts employees and former employees from contracting with Judicial Branch Entities. If Contractor is an attorney, Contractor must not conduct any business relating to Contractor's practice in one of the courts while under contract to provide services to the Court.

(3) NO INTERFERENCE WITH OTHER AGREEMENTS. This agreement does not constitute a conflict of interest or default under any other Court agreement.

(4) NO LITIGATION. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting Contractor, Contractor's business or financial condition, or the services to be performed under this agreement.

(5) COMPLIANCE WITH LAWS.

a. GENERAL. Contractor is in compliance with all laws, rules and regulations applicable to Contractor's business and Contractor pays all undisputed debts when they come due.

b. SPECIFIC.

i. NON-DISCRIMINATION. Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital and domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation.

ii. NO HARASSMENT. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact with in the performance of this agreement. Contractor takes all reasonable steps to prevent harassment from occurring.

iii. CAPACITY TO CONTRACT.Contractor represents that he/she/it is lawfully authorized to enter into this Agreement and legally perform the contracted services pursuant to the laws of the State of California and of the United States. Upon request Contractor will provide Court with valid proof of his/her/its standing to perform said services within these jurisdictions.

iv. REPRESENTATIONS AND WARRANTIES TO REMAIN TRUE. During the term of this agreement, Contractor will not take an action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Contractor agrees to notify the Court if any representation and warranty becomes untrue.

8.2 CHANGES IN WORK. The Contractor agrees that any changes, additions, deletions, or modifications to the services provided under this Agreement shall be evidenced by a written amendment as stated in Article 8.9 (g).

8.3 INDEMNITY. Contractor will defend (with counsel satisfactory to the AOC), hold harmless and indemnify Judicial Branch Entities and Judicial Branch Personnel from all claims and expenses, including attorney fees and costs, resulting from (A) a matter or event related to Contractor's services under this agreement, or (B) Contractor's default under this agreement, (C) or both, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

8.4 LIMITATIONS OF LIABILITY. Court will not be liable to Contractor for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this agreement, regardless if the Court was advised of the possibility of such loss or damage. In no event will the 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 tort, exceed the amounts paid to Contractor by the Court under this agreement.

8.5 INSURANCE.

a. BASIC COVERAGE. Contractor will purchase and maintain at Contractor's expense commercial/business automobile liability insurance, or personal automobile liability insurance, during the term of this agreement. This policy must cover bodily injury and property damage and be applicable to all vehicles, whether owned, non-owned, leased, or hired. The minimum liability limit will be $300,000 per occurrence, combined single limit.

b. UMBRELLA POLICIES. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella coverage.

c. CERTIFICATES OF INSURANCE. Before Contractor begins performing services, Contractor will provide the Court with certificates of insurance attesting to the existence of coverage and providing that the policies cannot be canceled, terminated or amended to reduce coverage without thirty (30) days' prior written notice to the Court.

d. CONSEQUENCES OF LAPSE. If required insurance lapses during the term of this agreement, Court may not process vouchers after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapsed date.

e. INSURANCE DOCUMENTATION. Insurance documentation must be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be submitted to Riverside Superior Court, Attn: Contract Administrator-Executive Offices, 4050 Main Street, Riverside, CA 92501.

8.6 DEFAULT AND REMEDIES.

a. DEFAULT. A default exists under this agreement if Contractor 1) makes a material misrepresentation in writing; 2) fails to perform a material promise in this Agreement and is incapable of curing this failure or does not cure failure within thirty (30) days following notice. 3) bankruptcy or insolvency of either party; 4) sale of the business of either party; or 5) death of either party.

b. NOTICE. Contractor will notify Court immediately if Contractor defaults under this agreement.

c. REMEDIES.

(1) AVAILABLE REMEDIES. Unless otherwise provided herein, the parties may do any of the following: i.) enter non-binding mediation; ii) terminate this Agreement; or iii) seek other remedies at law or in equity.

(2) REMEDIES CUMULATIVE. All remedies provided for in this agreement may be exercised individually or in combination with any other available remedy.

8.7 ASSIGNMENT. Neither party may assign its rights or duties under this agreement, except the Court may assign its rights and duties to any Judicial Branch Entity. Court will notify Contractor in writing

within thirty (30) days of the assignment. No assignment will release either party of its duties under this agreement. This agreement binds the parties as well as their heirs, successors, and assignees.

8.8 NOTICES. Notices under this agreement must be in writing. Notices can be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable. Notices will be addressed to the following:

Court	**Contractor**
Superior Court of California, County of Riverside	Name: _____
Court Executive Office	Title: _____
4050 Main Street, Riverside, CA 92501	Address: _____
	_____

8.9 MISCELLANEOUS PROVISIONS.

a. USE OF COURT FACILITY. Contractor agrees not use Court offices or resources for personal or private practice purposes.

b. BACKGROUND CHECK. Court has the right, to request or conduct a background check on Contractor. Contractor agrees to cooperate in performing the background check and agrees to provide any release, waiver or permission the Court may need to conduct the background check.

c. AUDIT AND RECORDS.

(1) AUDIT. Contractor agrees to allow Court to review and audit Contractor's documents and records relating to this agreement. Contractor agrees to keep records and vouchers relating to the services for four (4) years after the date of final payment for the services from the Court. Contractor agrees to correct errors and deficiencies by the 20th day of the month following the review or audit.

(2) OWNERSHIP. Contractor assigns to Court ownership of all materials Contractor collects and produces in connection with the services. Upon termination or upon Court's notice at any time, Contractor agrees to give all original materials to Court. Contractor agrees to maintain all materials for at least four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

d. CONFIDENTIAL INFORMATION; PUBLICITY.

(1) Contactor agrees to hold in confidence the following: 1) terms and conditions of this agreement, 2) all information disclosed to Contractor and 3) all information gained while providing services under this agreement. The Court owns the confidential information and the Court authorizes the Contractor to use it only for purposes of performing this agreement.

(2) Contractor agrees to not make any public announcement or press release about this agreement without the Court's approval.

(3) Contractor understands and agrees any default under this section may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive or other equitable relief will be a remedy available to the Court.

e. CHOICE OF LAW. This agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

f. NEGOTIATED AGREEMENT. This agreement has been arrived through negotiations between the parties. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

g. AMENDMENT. No modification or change to this Agreement shall be valid without

written approval, from both parties, in the form of an Amendment.

h. ATTACHMENT(S). The Attachment(s) attached hereto and incorporated herein may be amended from time to time. The Attachment(s) are binding upon the Contractor upon the effective date of the Attachment.

i. WAIVER. Any action, inaction or failure to enforce any right or provision of this Agreement is not a waiver of the Court's rights, and will not prevent it from enforcing Rights on any future occasion.

j. AUTHORITY AND BINDING EFFECT. Each party warrants it has the authority to enter into this agreement, it may perform the matters provided for in this agreement, and its representative who signs this agreement has the authority to do so. Each party warrants this agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

k. SURVIVAL. All rights and duties in this agreement will survive the expiration or termination of this agreement, except for Article 8.5-Insurance.

l. SEVERABILITY. If any part of this agreement is held unenforceable, all other parts remain enforceable.

m HEADINGS. All headings are for reference purposes only and do not affect the interpretation of this agreement.

n TIME OF THE ESSENCE. Time is of the essence in the performance of services under this agreement. Unless otherwise stated, the term "day" in this agreement refers to a calendar day.

0 DISPUTE RESOLUTION. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed by this agreement, and not resolved by negotiations, may be resolved by mutual consent of both parties in non-binding mediation ("**mediation**") in the City of Riverside, California.

The parties further agree their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. If a dispute between the parties regarding the interpretation or performance of this agreement is not resolved by mediation, either party may bring legal action to interpret and enforce this agreement.

Parties agree that until such dispute is resolved, the parties shall continue to provide the services and continue to make payment(s) for the non-disputed portion(s) of services of each voucher.

The following process shall be followed: Both parties will select representative(s) from their staff to attend the mediation. The party seeking mediation shall give written notice to the other party of its desire to commence mediation. A mediation session shall take place within sixty (60) business days from the date notice was given. The parties shall appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation.

p. ATTORNEY FEES. If any action at law or in equity is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

If, for any dispute or claim to which this provision applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would be available to that party in that action.

q. ENTIRE AGREEMENT. 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.

r. COUNTERPARTS. This agreement may be executed in counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Riverside, California.

CONTRACTOR

By: _____

Name: _____ Dated: _____

Certification No#: _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

By: _____ Dated: _____

W. Samuel Hamrick Jr., Court Executive Officer

Superior Court of California, County of Human Resources
Human Resources Department
P.O. Box 1547
Riverside, CA 92502
P| (951) 777-3017 F| (951) 777-3069
www.riverside.courts.ca.gov

CalPERS SELF-CERTIFICATION FORM

Complete the following information and return this form with your contract.

INDEPENDENT CONTRACTOR NAME: _____
(Last) (First) (Middle)

SOCIAL SECURITY NUMBER: _____

(Check the applicable statement)

☐ I have never been a member of the California Public Employee Retirement System (CalPERS).

SIGNATURE OF INDEPENDENT CONTRACTOR _____ DATE _____

PLEASE DO NOT PROCEED BELOW IF YOU CHECKED THE BOX ABOVE

☐ I was a member and am retired from the _____ Retirement System and subsequently became employed by a CalPERS-covered employer.

☐ I was a member of the _____ Retirement System and became employed by a CalPERS-covered employer within six months after separating from employment with the previous retirement system.

NAME OF MOST RECENT RETIREMENT SYSTEM: _____

NAME OF EMPLOYMNT AGENCY: _____

DATE OF MEMBERSHIP IN MOST RECENT RETIREMENT SYSTEM: _____

PERMANENT SEPARATION DATE FROM MOST RECENT RETIREMENT SYSTEM: _____

I understand that by accepting contracting services with the Superior Court of California, County of Riverside, I am subject to the applicable laws and regulations of that system.

I hereby certify that the foregoing information is true and correct and any information found to be incorrect will void my contract with the court.

SIGNATURE OF INDEPENDENT CONTRACTOR _____ DATE _____

TO BE COMPLETED BY COURT TRANSACTIONS-CalPERS:

NAME OF CalPERS AGENCY:
Superior Court of California, County of Riverside

CalPERS BUSINESS PARTNER ID:
1602079406

CalPERS MEMBERSHIP ELIGIBILITY DATE WITH YOUR AGENCY: _____

ORIGINAL HIRE DATE WITH YOUR AGENCY: _____

DATE SELF-CERTIFICATION FORM RECEIVED FROM INDEPENDENT CONTRACTOR: _____

☐ Independent Contractor DOES NOT have an active membership with CalPERS

☐ Independent Contractor HAS an active membership with CalPERS; Tier – %

(Please Print) DESIGNEE OF EMPLOYER _____ TITLE _____ DATE _____

DESIGNEE'S SIGNATURE _____

Form CSCF-IC Rev. 07/12/16

CalPERS SELF-CERTIFICATION FORM

INDEPENDENT CONTRACTOR INSTRUCTIONS

1. The CalPERS Self-Certification Form will assist the Court in determining whether you are considered a member of CalPERS.

2. As an Independent Contractor, you must complete, sign and date the CalPERS Self-Certification Form to self-certify your most recent service in a California Public Retirement System, your first membership date in any previous California Public Retirement System and your permanent separation date from the most recent California Public Retirement System; or indicate that you are not a member of any California Public Retirement System.

3. As the Independent Contractor, you must return the CalPERS Self-Certification Form along with your contract.

Attachment 2

Payment Policies for Contract Court Interpreters

Summary
The Judicial Council of California adopted payment policies for contract court interpreters in February 1, 2000. The payment policies reimburse interpreters for mileage, travel time, and excess pay in specific circumstances; define the full and half-day session; provide a cancellation fee under certain conditions; and allow for payment above the established rates in unusual circumstances, as defined herein.

Background
The annual Budget Act specifies that the Judicial Council sets compensation rates and policies for contract court interpreters.

Intent
The intent of these policies is to establish comprehensive payment policies for contract interpreters while continuing to allow for local flexibility. In adopting these additional payment policies, the council recognizes that some interpreters are independent contractors and that these policies are not intended to change their status as independent contractors.

Local Discretion to Meet Unique Needs
The daily payment rates below do not affect the trial court's discretion in compensating above the established rate to obtain services in unique or unusual circumstances. For example, securing the services of a Navajo interpreter from out of state or a certified interpreter in trial courts that have limited or no certified interpreters living within their jurisdiction.

Payment Policies
Definitions of half-day, full-day and night session
a. A half-day session is defined as any portion of a consecutive four-hour period either:
1. A morning session, beginning no earlier than 8:00 a.m. and ending by 12:15 p.m.;
2. An afternoon session, beginning no earlier than 1:00 p.m. and ending by 5:15 p.m.; or
3. 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.
b. A full-day session is defined as a morning session and an afternoon session.

Daily Payment Rates
The council's goal is for the trial courts to use only certified and registered interpreters in all interpreted proceedings. For those instances in which a trial court has exhausted all options to secure the services of a certified or registered contract interpreter, the council has established a separate, lower rate schedule for non-certified and non-registered contract interpreters. The differential structure is intended to encourage non-certified and non-registered interpreters to gain the necessary skills to become certified or registered and to reward the efforts of those interpreters who have improved their skills and achieved certification. The rates are as follows:

Certified and registered interpreters (as of September 1, 2007)
As adopted by the Judicial Council:
Region 1: $282.23 per full-day or $156.56 per half-day
Region 2: $282.23 per full-day or $156.56 per half-day
Region 3: $282.23 per full-day or $156.56 per half-day
Region 4: $282.23 per full-day or $156.56 per half-day

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 proceeding, the interpreter is entitled to hourly compensation at the full-day hourly rate as determined by the courts in each region.

Non-certified and non-registered interpreters
Not more than $175 per day or $92 per half-day, as determined by the local trial court system.
Sign language interpreters Under section 754(i) of the Evidence Code, the rate for certified court and registered contract interpreters applies to sign language interpreters for the deaf or hearing impaired.

Cancellation fee
A cancellation fee is paid under the following conditions:
a. A contract is entered into with the interpreter more than 24 hours or one business day in advance of the assignment, and
b. An assignment is cancelled without 24-hour notice, or for assignments beginning on the first business day of the work week, without one business day's notice.

If an interpreter receives another assignment from a state trial court system or federal court, the canceling state trial court is entitled to an offset amount, up to the cancellation fee.

If an interpreter becomes aware that he or she is no longer available for the assignment, the interpreter has an obligation to notify the contracting court of his or her unavailability at the earliest opportunity. In such circumstances, the interpreter must notify the court more than 24 hours in advance of the scheduled assignment.

Multilingual interpreters
An amount above the daily rate may be provided for interpreters who render services in more than one language on the same day.

Mileage reimbursement
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 state. Extraordinary travel costs such as airfare may be reimbursed only with advanced approval of the court executive officer, or his or her designee. There are limited or no available interpreters in the needed language; and The alternative is to continue the proceeding.

A trial court and the interpreter may negotiate an amount for travel time in unusual circumstances.

JUDICIAL COUNCIL OF CALIFORNIA

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

MEMORANDUM

Date
December 22, 2015

To
Presiding Judges of the Superior Courts
Executive Officers of the Superior Courts
Fiscal Contacts of the Superior Courts
Jury Managers of the Superior Courts

From
Zlatko Theodorovic
Director, Finance

Subject
Finance Memo TC 2016-01
Personal Vehicle Mileage Reimbursement
Rate Change

Action Requested
Review and Implement; Effective 1/01/2016
Supersedes Finance Memo 2015-01

Deadline
N/A

New Mileage Rate

Effective January 1, 2016, the Internal Revenue Service is adjusting the standard personal mileage reimbursement rate to 54 cents per mile.

Per the Trial Court Financial Policies and Procedures Manual, Policy no. FIN 8.03: "Personal vehicle mileage is reimbursable at the current federal mileage reimbursement rate established by the IRS that corresponds to the date/s of travel." As a result, judicial officers and those judicial branch employees authorized to use a personal vehicle on official business for travel occurring on or after January 1, 2016, may be reimbursed up to the new federal standard mileage rate. This change

supersedes Finance Memo TC 2015-01, which established a reimbursement rate of 57.5 cents per mile.

This policy does not change any terms of an executed memorandum of understanding or agreement by and between a recognized employee organization and a trial court, entered into before January 1, 2016.

Maintenance, Insurance Coverage, Other Items Included in New Rate

The approved standard mileage rate includes all costs related to the operation and maintenance of the personal vehicle, including primary liability and comprehensive insurance coverage. Should a settlement or judgment arising out of an accident exhaust the judicial officer's or employee's primary policy limit, the State of California's Motor Vehicle Liability Program provides unlimited excess coverage.

Rate Change for Contract Court Interpreters

This mileage rate also applies to contract court interpreters who work in your court. The January 1, 2016, effective date is in accordance with the revised Payment Policies for Contract Court Interpreters adopted by the Judicial Council in August 2007. The mileage provision in the council's policies states: "The rate of reimbursement is the rate as authorized by the state."

No Change in Juror Reimbursement

The mileage reimbursement rate change to 54 cents does not apply to jurors, however. Code of Civil Procedure (CCP) section 215(c) specifically states that jurors shall be reimbursed, "at the rate of thirty-four cents ($0.34) per mile for each mile actually traveled in attending court as a juror after the first day, ongoing only." That section sets forth a specific reimbursement rate, and does not tie the mileage reimbursement rate for jurors to the standard mileage rate. Accordingly, at present, jurors will continue to receive the 34 cents per mile rate, one-way, as specified by statute.

Thank you.

ZT/jmc
cc: Management Council, Judicial Council of California
Accounting Services, Judicial Council Finance