

Supreme Court of Nevada  
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET  
Director and  
State Court Administrator



JOHN MCCORMICK  
Assistant Court Administrator  
Judicial Programs and Services

RICHARD A. STEFANI  
Deputy Director  
Information Technology

**AGENDA**  
**JUDICIAL COUNCIL OF THE STATE OF NEVADA**  
**LANGUAGE ACCESS COMMITTEE MEETING**

Thursday, July 14, 2016  
10:30 a.m. – Noon

Via VIDEO CONFERENCE  
Supreme Court Law Library – Room # 107, Carson City  
Regional Justice Center – Conference Room A, 17<sup>th</sup> Floor, Las Vegas  
Via TELE-CONFERENCE  
Phone number: (877) 873-8017-Access Code: 3407656#

- I. **Call to Order**
- II. **Public Comment**
  - a. Because of time considerations, the period for public comment by each speaker may be limited, and speakers are urged to avoid repetition of comments made by previous speakers.
- III. **Approval of Summary of the March 17, 2016, Meeting \***
- IV. **Program Report**
- V. **Program Planning**
  - a. **Review and Discussion of the Draft Guidelines for the Translation of Court Forms and Instructions comments from Judges and Courts.\***
  - b. **Update of National Center for State Courts Video Remote Interpreting Project – Stratus\***
  - c. **Discussion of Court Interpreter Conditionally Approved Designation Draft Document comments from Judges and Courts.\***
  - d. **Others\***

Supreme Court Building ♦ 201 South Carson Street, Suite 250 ♦ Carson City, Nevada 89701 ♦ (775) 684-1700 • Fax (775) 684-1723

Regional Justice Center ♦ 200 Lewis Avenue, 17<sup>th</sup> floor ♦ Las Vegas, Nevada 89101

## VI. Public Comment

- a. Because of time considerations, the period for public comment by each speaker may be limited, and speakers are urged to avoid repetition of comments made by previous speakers.

## VII. Adjournment

*\* Items for possible action*

### Pre-Agenda Notices

- Agenda items may be taken out of order at the discretion of the Chair in order to accommodate persons appearing before the Commission and/or to aid in the time efficiency of the meeting.
- If members of the public participate in the meeting, they must identify themselves when requested under agenda item one.
- Public comment is welcomed by the Advisory Committee but may be limited to five minutes per person at the discretion of the Chair. Public comment is provided either at the start and end of the meeting, or after every action item, to afford members of the public an opportunity to make comments to the committee.
- Action items are noted by “for possible action” and typically include review, approval, denial, and/or postponement of specific items. Certain items may be referred to a subcommittee for additional review and action.
- The Advisory Committee is pleased to provide reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If assistance is required, please notify Advisory Committee staff by phone or by email no later than two working days prior to the meeting, as follows: Kareen Prentice, (775) 687-9806 or [kprentice@nvcourts.nv.gov](mailto:kprentice@nvcourts.nv.gov).
- This meeting is exempt from the Nevada Open Meeting Law (NRS 241.030 (4)(a)).
- **Notice of this meeting was posted in the following locations:**
  - a) Nevada Supreme Court website – [www.nevadajudiciary.us](http://www.nevadajudiciary.us);
  - b) Carson City: Supreme Court Building, Administrative Office of the Courts, 201 South Carson Street;
  - c) Las Vegas: Regional Justice Center, 200 Lewis Avenue, 17<sup>th</sup> Floor.

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Thursday, March 17, 2016

Via VIDEO CONFERENCE

Supreme Court Law Library – Room # 107, Carson City  
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10:30 a.m. – Noon

Via TELE-CONFERENCE

Phone number: (877) 873-8017-Access Code: 3407656#

**MEMBERS PRESENT:**

Robin Sweet, *Committee Chair and State Court Administrator*  
Maxine Cortes, *Court Administrator (First Judicial District Court) – Carson City, NV*  
Ladan Dillon, *Nevada Registered Court Interpreter – Las Vegas, NV*  
Judge Scott E. Pearson, *JCSN (Reno Justice Court) - Teleconference*  
Angela Washington, *State Bar of Nevada – Access to Justice Director – Teleconference*  
Jackie Bryant, *Court Administrator (Second Judicial District Court) – Teleconference*

**MEMBERS ABSENT:**

Judge Gloria Sturman, *District Court Judge (Eighth Judicial District Court) – Las Vegas, NV*  
Dr. Nelson Rojas, *Representative of University System (University of Reno) – Carson City, NV*  
Dr. Carina Black, *Representative of a Non-Profit for LEPs (Northern Nevada International Center)*  
Mariteresa Rivera-Rogers, *Federally Certified Court Interpreter (Private Attorney) – Las Vegas, NV*

**PUBLIC PRESENT:** No public present.

**COMMITTEE STAFF PRESENT:**

Kareen Prentice, *Court Services Analyst*

**I. CALL TO ORDER**

The meeting was called to order at 1:34 p.m. A quorum was present.

**II. PUBLIC COMMENT**

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Regional Justice Center ♦ 200 Lewis Avenue, 17<sup>th</sup> floor ♦ Las Vegas, Nevada 89101

No public comment.

### **III. APPROVAL OF SUMMARY OF THE SEPTEMBER 10, 2015, MEETING**

A motion was made by Judge Pearson to approve the September 10, 2015, Meeting Summary. It was seconded by Ms. Bryant and passed unanimously with no changes.

### **IV. PROGRAM REPORT**

Ms. Prentice reviewed the program report. Ms. Prentice discussed the Orientation Workshop/Written Examination participants and Oral Examination statistics. Chair Sweet discussed the Oral Examination Administration training from the National Center for State Courts (NCSC). Eight AOC staff participated in the training. There were no questions regarding the program report from members.

### **V. PROGRAM PLANNING\***

#### **a. Vital Documents Translation Subcommittee Update and Review of Draft “Guidelines for the Translation of Court Forms and Instructions”\***

Chair Sweet advised that Guidelines were developed by the Subcommittee. Chair Sweet asked for input regarding the Guidelines. Judge Pearson stated that he had Natalia Cardillo, Reno Justice Court’s Spanish interpreter with him for the meeting. Judge Pearson intends to bring her with him to all the meetings. He suggested that there should be peer review of all translated documents. Chair Sweet advised that the Administrative Office of the Courts (AOC) would be seeking grant funds for some of the translations and it would be beneficial to have outside reviewers of all documents.

Ms. Bryant asked about the court receiving Spanish documents. Judge Pearson explained that documents submitted to the court must be in English. Discussion was held by members regarding various document translation issues. Chair Sweet asked if any members had concerns with the Guidelines. Judge Pearson made a motion to approve the Guidelines to be sent to the Judicial Council of the State of Nevada (JCSN) for their review. Ms. Cortes seconded the motion. The Guidelines passed unanimously with no changes to the document.

#### **b. Presentation and Discussion of National Center for State Courts Video Remote Interpreting Project – Stratus Video (National Contractor)\***

Chair Sweet introduced Scott Eudy from Stratus. The NCSC has chosen Stratus as the contractor for the Video Remote Interpreting Project. Mr. Eudy discussed his PowerPoint presentation and the video remote interpreting process. Nevada has been chosen as one of 14 pilot sites for the program. Nationwide, 1,438 certified and registered court interpreters have been added to the database. Mr. Eudy advised of the

technical needs required to have the interpreter speak in the courtroom. Mr. Eudy answered questions regarding lead times for scheduling interpreters. Chair Sweet discussed the possibility of contracting with AOC or courts having their own contracts with Stratus. Chair Sweet asked for thoughts regarding the AOC having a statewide contract for Stratus versus counties having their own contract and utilizing Stratus on a broader scale. Ms. Bryant stated she appreciated the flexibility of either route as long as the AOC had a contract that they could piggy back on as needed. Ms. Cortes stated it would be a nice functionality for attorneys going into the jail to access interpreters. Ms. Cortes thought Carson City would most likely have their own contract with the vendor.

Chair Sweet discussed the option of having courts pilot the service. Ms. Cortes asked for the cost and rates of the service. Mr. Eudy advised that the NCSC and Stratus negotiated a per minute rate. He explained the reason is that the primary usage of video in a courtroom is not intended for the complex long trial. He stated it is primarily for more simple court proceedings, generally 20 minutes or less. Video interpreting can be used to mitigate costs for shorter proceedings than the in-person interpreting with a 2-hour minimum. He advised that interpreters are not happy with this option but it does help those interpreters that want flexibility and the option to work from home.

Ms. Cortes responded this could be useful for languages other than Spanish and for use in the jail and attorney offices. She asked about the per minute rate. Mr. Eudy discussed the various rates depending on language and American Sign Language and scheduled versus on-demand. The price structure was sent to all members in the meeting materials.

Ms. Dillon asked questions regarding interpreter wait time. Mr. Eudy replied that wait time can be discussed and the rules can be negotiated during this pilot project time. Ms. Cortes asked about on-demand interpreters and the possibility of having certified Nevada interpreters available. Mr. Eudy advised that this would be a possibility with the service. He also discussed the training that all on-demand interpreters receive. Discussion was held regarding the various options for utilizing the service.

**c. Update and discussion on Video Remote Interpreting and CourtCall Demonstration\***

Chair Sweet discussed that prior to Stratus being awarded the contract from the NCSC, CourtCall reached out to show the AOC their video remote interpreting service. Chair Sweet described the presentation by CourtCall and the cost of the hardware for courts to use the service. Chair Sweet advised that CourtCall has its advantages but the hardware cost was making it difficult to implement statewide.

Ms. Prentice stated that it was nice for Nevada to have both options. Chair Sweet advised it will be beneficial for Nevada to move forward with Stratus because of the cost and the availability of certified court interpreters. Ms. Dillon expressed her concern regarding the per minute charge and the ability of interpreters to accept this type of payment for their work. She advised that she thinks it will be a challenge to get interpreters on board

for the per minute charge. Chair Sweet stated that Nevada’s roster of interpreters had been submitted to NCSC. Ms. Prentice said that Stratus and NCSC are still working out the details on how to contact all of the interpreters nationwide.

Ms. Cortes replied that her court has a Judicial Process meeting next month. She stated she is thinking of putting Stratus and the video remote interpreting service on the agenda. The meeting includes the district attorney office, conflict attorneys and public defenders. She thinks it might be useful for languages of lesser diffusion. She would like to discuss with the judges and other stakeholders at the meeting and will report back to Chair Sweet.

Judge Pearson remarked that he thinks the Stratus service will be a great option for rural judiciary. It will be a benefit for them to have access to certified court interpreters. Judge Pearson stated that the service will be a great resource for Nevada.

**d. Discussion of “Court Interpreter Conditionally Approved Designation” Draft Document\***

Chair Sweet advised that the Advisory Committee had reviewed the document based on the recommendation that there be another level of court interpreter. Chair Sweet said this new level will be a way to encourage prospective court interpreters to continue the process of becoming fully certified. Chair Sweet discussed the intentions of the draft document. She advised she is concerned with the first paragraph under the alphabetized list. The sentence that starts with “However, with respect to working in the Second or Eighth Judicial District Courts.” Chair Sweet advised that this sentence is bothering her now. Chair Sweet wonders if we are giving different treatment to defendants. She advised that maybe the sentence should be taken out and just let it be “Conditionally Approved Interpreters may work in Nevada courts.”

Ms. Cortes responded that she agreed with the edit. Ms. Prentice confirmed the edit in the document. Chair Sweet asked for any other discussion on the designation and if the members were comfortable with the document moving forward to the JCSN. Ms. Dillon made a motion to approve the draft document. Ms. Washington seconded the motion. The “Court Interpreter Conditionally Approved Designation” draft document passed unanimously with the one edit to the document.

**Others\***

Ms. Dillon said that she would like to discuss improving professional development for languages other than Spanish interpreters. Ms. Dillon expressed her frustration with lack of training opportunities. Chair Sweet discussed accepting continuing education units from training such as medical or other related topics since that information could be utilized in the court room. Ms. Dillon agreed. Ms. Prentice shared that she had been working with Truckee Meadows Community College to offer continuing education

classes for court interpreters and the continuing education that had been approved recently and was on the Supreme Court website.

Chair Sweet advised that she had received a letter from certified court interpreters asking for a review of the requirements for certification renewal. Chair Sweet stated that there would be an analysis done and the letter will be shared with the Advisory Committee in the future. Judge Pearson suggested if the AOC had the resources and was able to sponsor continuing education training for certified court interpreters for free, it would be great. Judge Pearson also suggested offering scholarships for training to those certified interpreters that worked over 150 hours in a year for a court. Discussion was held regarding offering incentives to certified court interpreters in Nevada.

**VI. PUBLIC COMMENT**

No public comment.

**VII. ADJOURNMENT**

*A MOTION WAS MADE TO ADJOURN, SECONDED, AND PASSED UNANIMOUSLY.*

The meeting was adjourned at 11:57 a.m.

Respectfully submitted,

Kareen Prentice, Court Services Analyst

Supreme Court of Nevada  
ADMINISTRATIVE OFFICE OF THE COURTS

**PROGRAM REPORT**

Prepared by: Kareen Prentice, Court Services Analyst

Program Statistics as of June 24, 2016:

Interpreters	Spanish	Languages other than Spanish (LOTS)	Languages	Change
<b>Certified</b>	78	3	Vietnamese, Portuguese, Mandarin	0
<b>Master Level</b>	10	1	Vietnamese	0
<b>Registered</b>	0	10	Amharic, Amharic/ Tigrinya, Bosnian/ Croatian/Serbian, Bulgarian, Farsi/German, German, Italian/ Portuguese, Japanese (2), Korean, Slovak	0
Certified Interpreters	Spanish	Languages other than Spanish (LOTS)	LOTS Registered Residence	Change
<b>Northern NV</b>	14	0	1	0
<b>Southern NV</b>	53	1	8	0
<b>Other States</b>	AZ – 5, CA – 8, CO – 2, NY – 1, UT – 2, PA-1, IL – 1	CA – 3	WI – 1	0
Calendar of NV Program Events	Orientation Workshop(OW)/ Written Exam (WE)	Written Exam Retake	Oral Exam	NM Skill Building Workshop
<b>Date of Last</b>	January 22-23 – Reno 7 candidates OW 6 for WE Pass – 1, Fail – 5  February 5-6 – LV 29 candidates OW 33 for WE Pass – 13, Fail – 20	September 3, 2015 – Carson (1- Pass) September 11, 2015 – LV (6 – Fail)	March 2-3 – LV (8 candidates – 1 passed 1 – no/show)  March 9-10 – CC (2 candidates – 0 passed)	2014
<b>Date of Next</b>	August 5-6, 2016 – Reno September 16-17, 2016–LV	August/September 2016	October 2016	July 25, 2016 & October 17, 2016

- *Attended National Center for State Courts 4<sup>th</sup> Annual Conference of the Council of Language Access Coordinators – May 2016*



## State of Nevada

### Guidelines for the Translation of Court Forms and Instructions

**Per NRS 1.040 Written proceedings to be in English language; abbreviations and figures.** Every written proceeding in a court of justice in this State, or before a judicial officer, shall be in the English language; but such abbreviations as are now commonly used in that language may be used, and numbers may be expressed by figures or numerals, in the customary manner.

Translations of court forms are a Nevada Supreme Court priority. Forms and instructions are to be available to the public. The State Court Administrator, in consultation with each Nevada court and in collaboration with the Judicial Council of the State of Nevada–Language Access Committee (JCSN-LAC), shall determine which court materials will be translated into foreign languages. The JCSN is an administrative arm of the judiciary, developing policies for the improvement of the court system and making recommendations to be considered by the Nevada Supreme Court. The JCSN-LAC has a mission to conduct ongoing assessments of Nevada’s Certified Court Interpreter Program in order to make recommendations to the Court Administrator for improvements to the program.

Translation of all court forms and materials shall be undertaken in consultation with JCSN-LAC, so as to ensure accuracy and uniformity. The following guidelines will ensure uniformity and efficiency in the translation of court connected materials.

1. Choice of Language.

- a. Nevada Courts will endeavor to translate court forms and materials into the most frequently spoken language in Nevada. The foreign languages selected for translation of documents shall be based on the languages identified in the State Language Access Plan.
- b. The most prevalent language other than English spoken currently in Nevada is Spanish. Initially, court documents will be translated into Spanish.

2. Qualified Translators.

- a. Translations shall be done by Nevada Supreme Court certified interpreters or equivalent credentialed interpreters/translators. Translated court forms and materials will be submitted to the JCSN-LAC for additional review and transmittal to the JCSN for final approval before statewide distribution. Application materials will be available on the Nevada Supreme Court website.

3. Format.

- a. The format of a translation should correspond to that of the original document being translated. The purpose of a translation is to produce a written document that faithfully and accurately reproduces in the target language the content of the source-language document.

- b. All non-English forms and materials shall include the title and language of the document in English, for ease of use by all court staff. Monolingual forms are for information purposes only, and may not be submitted to the court.
  - c. All non-English forms and materials shall include the date (in English) on which that version of the document was produced.
4. Glossaries.
- a. Legal glossaries will be maintained and shared on the Nevada Supreme Court website. Glossaries will be sourced for frequently used languages in order to ensure uniformity across Nevada Courts. To reduce the costs of translation, the glossary translations shall be used for all corresponding English words and phrases whenever possible (e.g., "defendant," "Court," "small claims," "restraining order," etc.).
  - b. The National Center for State Courts (NCSC) has several legal glossaries and dictionaries. (<http://www.ncsc.org/Education-and-Careers/State-Interpreter-Certification/Self-Assessment-Tools.aspx>)
5. Disclaimers.
- a. All monolingual forms must prominently display the following water mark, in English and the foreign language: "This form is for your reference only. Do not submit to the court."
  - b. All bilingual forms must prominently display the following notation, in bold, in the foreign language at the head of the form: "This form must be completed in English. If necessary, you should obtain assistance completing this form in English."
6. Other notifications.
- a. All non-English language forms and materials shall be accompanied by a document that includes the following notice in the foreign language: "You have the right to an interpreter for your court event. Please notify court staff if you need an interpreter."
  - b. All non-English forms submitted to the court must include the English version.
7. Distribution.
- a. Translated forms and materials must be made available on the Supreme Court website and in Nevada courts. Courts are encouraged to make such forms available on their individual websites. The courts may also include community resource contacts and self-help program sources.

- b. Upon issuance of translated forms or materials, the Nevada Supreme Court shall endeavor to provide effective notice of the translations.

**This Agreement for Stratus Video Interpreting Services (the "Agreement") is dated as of the last date in the signature block below and is between Stratus Video, LLC ("Stratus") and Customer\_Name ("Court").**

**RECITALS**

- A. Stratus is in the business of providing video remote interpreting (VRI) for American Sign Language (ASL) and selected spoken languages, as well as over-the-phone interpreting (OPI) for selected languages. The VRI and OPI services (collectively, the "Services") are provided by Stratus.
- B. Court desires to use the Services, on the terms and conditions provided in this Agreement and at the pricing shown in Exhibit "A".
- C. Court is participating in the National Center for State Courts ("NCSC") VRI Project. Stratus has agreed to provide Services to participating courts at pricing negotiated by NCSC and to deliver Services using court-trained interpreters listed in the NCSC Interpreter Database.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. TERMINATION.** Should Court terminate the Agreement during the Agreement Term, Stratus will issue a final invoice to Court with 30-day Net Terms for any unpaid Fees, if any. Court agrees to promptly pay the final invoice. Upon termination at any time for any reason, Court will immediately stop using The Services and remove The Services software from all devices. Stratus is authorized to disable all accounts, software, and access to The Services and Stratus (the software owner) will not be liable for any damages of any kind, whether actual, incidental, indirect or consequential (including lost profits and lost revenues) arising out of or related to the loss of use or performance of any software or The Services.

**2. PRICING.** Please see Exhibit A for Services Pricing details. Court agrees to pay the stated prices defined in Exhibit A for the services received. Stratus will invoice Court on a monthly basis for interpreting and network services purchased. Stratus will invoice Court at Implementation time for any Implementation and/or Training services purchased.

**3. AVAILABILITY.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. The Services are not for and should not be used for emergency calls and is not a substitute for "911" or other emergency services. All interpreters provided in conjunction with The Services may not be available at all times and interpreters will be assigned solely by Stratus from the NCSC National Interpreter Pool.

**4. INTELLECTUAL PROPERTY RIGHTS.** Neither this Agreement, nor any other Amendment nor Court's use of The Services provides Court with any right, title, or interest in or to The Services, the software used in providing The Services, or any of the other technology, systems, processes or other aspect of The Services, including but not limited to any intellectual property rights. This provision will continue to apply after the Agreement ends.

**5. TRANSMISSION; RELEASE.** Court acknowledges that the use of The Services requires that the user's voice, likeness and/or image be transmitted over the Internet. Court hereby authorizes Stratus to transmit each user's voice, likeness and/or image over the Internet solely for the purpose of The Services and shall indemnify and hold harmless Stratus and its affiliates and their respective employees from all costs, fees, expenses, and damages of any nature whatsoever related to any claims relating to the unauthorized use of the image, likeness and/or voice of any Court employee, agent, contractor, patient or other user of The Services under Court's control. This provision will continue to apply after this Agreement ends.

**6. SOFTWARE LICENSE AGREEMENT.** The Services are provided by Stratus through Stratus Video and are subject to a Software License Agreement available for review and acceptance at the time of downloading of the software. The terms and conditions of the Software License Agreement must be accepted as a precondition to the use of The Services. The Software License Agreement is incorporated into this Agreement as part of these services and governs the use by Court of the Software. Court agrees that Contractor's software will be the only Video Remote Interpreting software installed on the equipment and no other video remote interpreting applications will be installed or other video or audio interpreting usages shall be permitted unless direct written consent is given by Contractor during the term of service.

**7. LIMITED WARRANTIES AND LIABILITY.** Stratus will perform The Services in a professional manner consistent with industry standards. Stratus makes no other representation, warranty or guarantee, express or implied, of any kind, and Stratus specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Court acknowledges that interpretations may not be entirely accurate in all cases and that events outside of the control of Stratus may result in uncompleted or interrupted service. Except for the parties' obligations under Sections 8 (Confidentiality), and Court's obligations under relating to payment for The Services, and to the extent not prohibited by applicable law, each party's aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the amount paid by Court to Stratus within the previous 12 months, and except as is prohibited by law or subject to a party's obligations under Section 8 (confidentiality), neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

**8. CONFIDENTIALITY.** (a) Stratus will not disclose any information provided by Court or Court's customers/clients using the Services, and will use such information only for purposes specifically contemplated in this Agreement. These obligations do not apply to information which is expressly identified by Court as not being confidential or is in the public domain. (b) Stratus and Court will not disclose to any person who is not Stratus personnel or Court personnel the terms and conditions of this Agreement or any of the information provided in any invoices or other documents or oral communications between the parties relating to The Services. (c) If either party has been requested or is



required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such Confidential Information then that party so compelled may disclose such information without liability after giving reasonable notice to the other party to promptly assert whatever objections the other party has to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations.

**9. CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by Nevada law relating to contracts made in the State of Nevada and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

**10. BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.

**11. FORCE MAJEURE.** A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Court of its obligation to make all payments then owing when due.

**12. NO THIRD PARTY BENEFICIARIES.** This Agreement shall not be construed to create any duty or obligation on the part of Stratus to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided, nor does this Agreement provide any third party with any right, privilege, remedy, claim or cause of action against Stratus and its affiliates.

IN WITNESS WHEREOF, Stratus and Court hereby execute this Agreement through the signatures of their authorized representatives below.

**Stratus Video, LLC**

**Customer\_Name**

\_\_\_\_\_  
 Authorized Signature

**Maureen Huber**  
 \_\_\_\_\_  
 Name Typed or Printed

**Chief Financial Officer**  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Name Typed or Printed

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



## Exhibit A – Service Pricing

For Courts using VRI in courtroom proceedings and other court-related venues where interpreting services may be needed, the pricing shown in Table 1 will apply. Call time for VRI Services starts when the interpreter answers the call and ends when the interpreter or user terminates the call. Stratus will provide detailed call records with monthly court-specific reports on usage and billing.

<b>Table 1. On-Demand / Scheduled VRI Services – per-Minute Pricing</b>			
<b>Language</b>	<b>American Sign Language</b>	<b>Spanish</b>	<b>Other Languages</b>
<b>On-Demand</b>	\$ 1.90	\$ 1.10	\$ 1.40
<b>Scheduled</b>	\$ 1.50	\$ 0.95	\$ 1.10

The following conditions and minimums apply to the pricing shown in Table 1:

- The *Scheduled* prices in the table above may not attract a sufficient number of qualified interpreters in all of the languages needed to adequately serve the needs of Court. For certain languages, adjustments may need to be made to the Scheduled prices in order to provide the services requested. Any price adjustments require the agreement of both parties.
- For proceedings lasting longer than 30 minutes, it may be necessary to use two interpreters in a team interpreting mode. For such team interpreting services, Court will be billed for two interpreters starting at the time the second interpreter is engaged.
- Minimum Session Time Billed to Court for Scheduled Interpreter: 15 minutes
- Minimum Billing for Scheduled Interpreter Session Missed by Court: 15 minutes
- For proceedings lasting longer than 30 minutes, it may be necessary to use two interpreters in a team interpreting mode. For such team interpreting services, Court will be billed for two interpreters starting at the time the second interpreter is engaged.
- Maximum Scheduled Interpreter Wait Time for Session Start: 10 minutes. Starting at 10 minutes beyond the Scheduled Session Start time, Court will be billed at the appropriate interpreter rate until conclusion of the interpreting session or until the Court notifies Stratus that the session is cancelled. In any case, the minimum billing time will be 15 minutes.
- Standard Minimum Schedule Time: 24 hours
- Expedited (less than 24 hours) Schedule Fee: \$50 per session if fulfilled
- There will be no charge if a cancellation is made at least 24 hours before the scheduled start time for the interpreting event. Otherwise, the cancellation fee is the minimum billing time (15 minutes) multiplied by the appropriate per minute pricing.

Stratus will make every effort to confirm a court-certified interpreter for scheduled proceedings. To ensure a court-certified interpreter is available, please schedule your proceeding as far in advance as possible. If a court-certified interpreter is not available, we will notify you and schedule a court-qualified interpreter if available.



For proceedings where the Court needs an interpreter immediately, Stratus may be able to provide on-demand interpreting.

Courtroom setup and staff training will be provided by Stratus at the rates shown in Table 2. Final price will depend on the complexity and number of devices in the implementation, including the use of simultaneous, consecutive, scheduled and on-demand interpreting. These implementation and training fees are waived for Courts participating in the National Courts VRI Project.

<b>Table 2. Court Implementation and Training</b>	
<b>Description</b>	<b>Price</b>
<p>Court Implementation Services include:</p> <ol style="list-style-type: none"> <li>1. Setup, configuration and distribution of Stratus licenses, phone numbers and languages buttons on the Stratus App.</li> <li>2. Setup, configuration, implementation of site-to-site VPN to enable an encrypted, HIPAA-compliant connection between the Court and the Stratus Video Network.</li> <li>3. Setup of call detail record and monthly invoice to enable analysis of usage and billing back to departments.</li> <li>4. Setup of additional information fields to be gathered by the interpreters (if required). This information is attached to the call detail record for each interpreter session.</li> <li>5. Assistance with software installation of the Stratus App on selected Court devices as required.</li> <li>6. Ongoing support and assistance as needed, post-implementation.</li> <li>7. May also include purchase of additional hardware components needed for the operation of the video interpreting service in a specific courtroom.</li> </ol>	<p>\$1,500 - \$5,000 (waived)</p>
<p>Court User Training Services include:</p> <ol style="list-style-type: none"> <li>1. Development of a court-specific staff training program on how to use the Stratus software client.</li> <li>2. Remote training of staff on use of the Stratus application and devices.</li> <li>3. Assistance with developing user guides for specific devices and applications within the various Court venues.</li> </ol>	<p>\$400/day (waived)</p>

For courtroom settings where both simultaneous and consecutive interpreting may be required, the equipment shown in Table 3 below, or equivalent, will be needed. Most courts use existing equipment. In non-courtroom settings, where on-demand consecutive interpreting can be used, a much simpler equipment configuration will suffice – e.g., a Windows laptop or desktop with a webcam and speakers or a tablet computer such as an iPad or Android tablet. The Court is responsible for providing this equipment. Stratus can purchase and invoice Court for the equipment or the Court may purchase the equipment separately.

<b>Table 3. Courtroom Equipment Specifications and Estimated Cost</b>	
Description	Est Cost
The courtroom workstation requires the following components (or equivalent): <ul style="list-style-type: none"><li>• Desktop or Laptop PC with Intel i5 CPU, 250 GB HDD 4 GB RAM, DVD with Windows 7 Pro and Stratus App software load</li><li>• Logitech HD Webcam C920</li><li>• Two Jabra BIZ 2300 QD Duo Headsets and one Jabra LINK 265 USB/QD training cable</li><li>• Speakerphone or phone connected to PA system (for Simultaneous)</li><li>• Appropriate cables to connect PC or phone line to courtroom audio mixer or PA system</li><li>• Luxor / H. Wilson PS4000C Mobile Presentation Stand with Locking Cabinet</li></ul>	\$ 1,200

### Exhibit B – Key Contacts and Addresses

Court Contact and Address Information		
Court Name:		
Main Contact:	Phone:	Email:
Billing Contact:	Phone:	Email:
IT Contact:	Phone:	Email:
Shipping Addresses		Billing Address
<p><i>Note: Include all shipping addresses</i></p>		

**State of Nevada Draft Court Interpreter Conditionally Approved Designation**

**Conditionally Approved** - To be considered for the classification of the Conditionally Approved level, a candidate must:

- A. Complete the Orientation Workshop for Interpreters in the Nevada Courts. The Nevada Orientation Workshop is the first step necessary toward certification/registration. The workshop covers fundamentals of court interpretation (modes, ethics, and role of the interpreter) as well as an introduction to Nevada’s court system. The written exam provided by the Consortium for Language Access in the Courts is administered at the conclusion of the workshop.
- B. Pass the Nevada Certified Court Interpreter Written Exam consisting of 4 sections (General English Language Vocabulary, Court Related Terms and Usage, Ethics and Professional Conduct) with a minimum score of 70%.
- C. Pass the Nevada Certified Court Interpreter Oral Examination consisting of 4 sections (Consecutive skills interpreting test, Simultaneous skills interpreting test and a two-part Sight translation skills test) with a minimum score of 60% in all sections.
- D. Score 10 in the Oral Proficiency Interview for candidates testing in a language for which there is not an NCSC Oral Examination.
- E. Provide verification of Nevada courtroom observation or work (40 hours in total for previous 12 months).
- F. Submit a Nevada Conditionally Approved Application Request.
- G. Submit two (2) fingerprint cards; for a background check to be conducted prior to working in Nevada courts.
- H. Filing and processing fee of \$50.00.
- I. A passport size photograph.

The Nevada Supreme Court will invite candidates eligible for the Conditionally Approved level to submit an application to the Nevada Supreme Court. Conditionally Approved interpreters may work in Nevada Courts. However, with respect to working in the Second or Eighth Judicial District Courts, Conditionally Approved interpreters are called for work “*only when there is a finding of a lack of a credentialed resource.*”

Candidates designated Conditionally Approved may remain in that status no longer than two years from the date the candidate is approved by the Nevada Supreme Court. If the candidate does not attempt to successfully pass the Oral Examinations during that time period, their Conditionally Approved designation will not be extended. Candidates may have their designation extended at the discretion of the program for an additional two years.

Training Requirements for Conditionally Approved Designation:

6 credits	To be approved by the Nevada Supreme Court	2 out of the 6 credits must include ethics
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