

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, September 22, 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 July 14, 2016, Meeting \***
- IV. **Program Report**
- V. **Program Planning**
  - a. Status of the *Draft Guidelines for the Translation of Court Forms and Instructions* including comments from Judges and Courts.\*
  - b. Status of the *Court Interpreter Conditionally Approved Designation Draft Document* including comments from Judges and Courts.\*
  - c. Status of National Center for State Courts Video Remote Interpreting Project – Stratus\*
  - d. Discussion of Proposed Bill Draft Request for 2017 Legislative Session.\*
  - e. 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.

Supreme Court of Nevada  
ADMINISTRATIVE OFFICE OF THE COURTS

**PROGRAM REPORT**

Prepared by: Kareen Prentice, Court Services Analyst

Program Statistics as of September 8, 2016:

<b>Interpreters</b>	<b>Spanish</b>	<b>Languages other than Spanish (LOTS)</b>	<b>Languages</b>	<b>Change</b>
<b>Certified</b>	80	3	Vietnamese, Portuguese, Mandarin	2
<b>Master Level</b>	10	1	Vietnamese	0
<b>Registered</b>	0	10	Amharic, Amharic/ Tigrinya, Bosnian/ Croatian/Serbian, Bulgarian, Hindi, Farsi/German, German, Italian/ Portuguese, Japanese (2), Korean, Slovak	0
<b>Certified Interpreters</b>	<b>Spanish</b>	<b>Languages other than Spanish (LOTS)</b>	<b>LOTS Registered Residence</b>	<b>Change</b>
<b>Northern NV</b>	16	0	1	2
<b>Southern NV</b>	54	1	8	1
<b>Other States</b>	AZ – 5, CA – 9, CO – 2, NY – 1, UT – 2, PA-1	CA – 3	WI – 1 , AZ-1	1
<b>Calendar of NV Program Events</b>	<b>Orientation Workshop(OW)/ Written Exam (WE)</b>	<b>Written Exam Retake</b>	<b>Oral Exam</b>	<b>NM Skill Building Workshop</b>
<b>Date of Last</b>	August 5-6 – Reno 9 candidates OW 9 for WE Pass – 4, Fail – 5  September 16-17 – LV 38 candidates OW 39 for WE Pass – , Fail –	July 26, 2016 –Carson (2 – Cancelled)  September 17, 2016 – LV (1)	September 29-30 – Carson City (1 candidates – passed)  October 6-7 – LV (1 candidates – passed)	July 25, 2016 & October 17, 2016
<b>Date of Next</b>	February 2017 – Reno  March 2017–LV	May 2017	February 2017 –Carson City  March 2017- LV	TBD

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

Thursday, July 14, 2016

Via VIDEO CONFERENCE

Supreme Court Law Library – Room # 107, Carson City  
Regional Justice Center – Conference Room A, 17<sup>th</sup> Floor, Las Vegas  
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* – Carson City  
Ladan Dillon, *Nevada Registered Court Interpreter* – Las Vegas  
Judge Scott E. Pearson, *JCSN (Reno Justice Court)* - Teleconference  
Judge Mike Richards, *Justice of the Peace (New River Township Justice Court)* - Teleconference  
Angela Washington, *State Bar of Nevada – Access to Justice Director* – Teleconference  
Mariteresa Rivera-Rogers, *Federally Certified Court Interpreter (Private Attorney)* – Teleconference

**MEMBERS ABSENT:**

Judge Gloria Sturman, *District Court Judge (Eighth Judicial District Court)* – Las Vegas  
Maxine Cortes, *Court Administrator (First Judicial District Court)* – Carson City  
Dr. Nelson Rojas, *Representative of University System (University of Reno)* – Carson City  
Dr. Carina Black, *Representative of a Non-Profit for LEPs (No. Nevada International Center)* – Reno  
Jackie Bryant, *Court Administrator (Second Judicial District Court)* – Reno

**PUBLIC PRESENT:**

Kaili Lane, Second Judicial District Court  
Natalia Cardillo, Reno Justice Court

**COMMITTEE STAFF PRESENT:**

Kareen Prentice, *Court Services Analyst*

**I. CALL TO ORDER**

The meeting was called to order at 10:30 a.m. A quorum was present.

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

## II. PUBLIC COMMENT

No public comment.

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

A motion was made by Ms. Rivera-Rogers to approve the March 17, 2016, Meeting Summary. It was seconded by Ms. Washington and passed unanimously with no changes.

## IV. PROGRAM REPORT

Ms. Prentice reviewed the program report. Ms. Prentice advised that a new certified Spanish interpreter was granted reciprocity and added to the roster this last week. Ms. Prentice discussed the upcoming Orientation Workshop/Written Examination in August and September. Ms. Lane asked about the number of participants for the Reno Orientation Workshop/Written Examination. Ms. Prentice advised that three were currently registered with a deadline of July 29, 2016, for registration. A press release from the AOC regarding the Orientation Workshop/Written Examination will be going out soon. Ms. Prentice stated that the Written Examination Retake was being offered in late July in Carson City. Additionally, she is working on accepting credit cards for payment for the oral examinations. The oral examination schedule will be released after this project is implemented. Ms. Prentice reported that she had attended the National Center for State Courts 4<sup>th</sup> Annual Conference of the Council of Language Access Coordinators in May.

## V. PROGRAM PLANNING\*

### a. Review and Discussion of the Draft Guidelines for the Translation of Court Forms and Instructions\*

Chair Sweet advised that the Guidelines had been approved by the JCSN to be distributed statewide for judiciary comment and review. The Guidelines were submitted to all judges and courts statewide for review and edits. Chair Sweet asked Ms. Prentice to report on any feedback. Ms. Prentice reported the comments she received from three courts. The feedback was from:

- Maxine Cortes, Court Administrator, First Judicial District Court, Carson City Justice/Municipal Court
- Honorable Ann Zimmerman, Department 8, Las Vegas Township Justice Court
- Jackie Bryant, Court Administrator, Second Judicial District, Reno

Ms. Prentice stated she would be attending the JCSN Sierra Regional Meeting on July 15, 2016. They have both documents for review and comment on their meeting agenda. Ms. Prentice stated she would report back on their review and comments.

Chair Sweet asked for any further comments from members regarding the Guidelines. There was some discussion regarding Section 2 - *Qualified Translators* by members. Judge Pearson advised that he would like to add *subject to approval by the Administrative Office of the Courts* after the first sentence in 2 (a). Chair Sweet asked if any members had any other edits for 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. Rivera-Rogers seconded the motion. The Guidelines passed unanimously with the one edit to the document.

**b. Update of National Center for State Courts Video Remote Interpreting Project – Stratus.\***

Chair Sweet advised that she wanted to keep the members up to date on the Video Remote Interpreting (VRI) project as it progresses. Ms. Prentice advised that the AOC had received the Stratus contract and had seven courts interested in the pilot project. The AOC reviewed the contract and edits have been sent to Mr. Eudy.

The edits included adding to #9 that the venue for any action be the First Judicial District in Nevada. The second edit is to question #12 regarding how will it work if the Nevada AOC is allowing the pilot project courts to use our contract to “piggy-back” for billing and usage.

The contract with Stratus will be for 4 years. Chair Sweet and Ms. Prentice will keep the members apprised of further developments to the project.

**c. Discussion of Court Interpreter Conditionally Approved Designation Draft Document\***

Chair Sweet advised that the draft document had been approved by the JCSN to be distributed statewide for judiciary comment and review. The document was submitted with the Guidelines to all judges and courts statewide for review and edits. Chair Sweet asked for comments on the draft document.

Judge Pearson discussed the first paragraph after the letter I. Ms. Prentice advised she had included an older draft of the document in the meeting packets and one of Judge Pearson’s suggestions had already been approved for edit. Judge Pearson’s suggested an additional edit, to add *on the record*, to the end of the last sentence of the first paragraph after the letter I. Ms. Prentice will forward the members the final approved document for final review before the next meeting. Ms. Washington seconded the motion. The “Court Interpreter Conditionally Approved Designation” draft document passed unanimously

with the one edit to the document. Judge Pearson made a motion to approve the draft document with the edit and the edit from the previously approved draft.

Ms. Prentice will make the edit to the document prior to the JCSN Sierra Regional Committee meeting so that they may review the updated draft document. Ms. Prentice will update the members on any suggestions or edits from the committee meeting.

**d. Others\***

Chair Sweet asked if members would update the committee regarding any upcoming legislation on language access issues.

**VI. PUBLIC COMMENT**

Ms. Natalia Cardillo from Reno Justice Court discussed the Ethics training she conducted for prospective court interpreters from the Northern Nevada International Center Language Bank. Ms. Prentice advised that three people from the training had registered for the Reno Orientation Workshop/Written Examination.

**VII. ADJOURNMENT**

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

The meeting was adjourned at 11:05 a.m.

Respectfully submitted,

Kareen Prentice, Court Services Analyst

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 subject to approval by the Administrative Office of the Courts (AOC). 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.

**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. Conditionally Approved interpreters are called for work “*only when there is a finding of a lack of a credentialed resource on the record.*”

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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Revised 7/14/16



# Court Video Interpreter Service Agreement

This Agreement for Stratus Video Interpreting Services (the "Agreement") is effective as of the 1<sup>st</sup> day of September, 2016 through the 30<sup>th</sup> of September, 2020, and is between Stratus Video, LLC ("Stratus") and the Nevada Court System ("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. The prices in this Agreement reflect the prices negotiated by the NCSC and only apply to state courts who agree to participate in the NCSC National VRI Project. Stratus and Court may amend the prices in this Agreement periodically to reflect changes negotiated by the NCSC for the National VRI Project.

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 or from a current list of State certified court interpreters.

**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, or processes of The Services,

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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



# Court Video Interpreter Service Agreement

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. Any court actions taken will occur in the First Judicial District Court of Nevada.

**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**

**Nevada Court System**

Maureen Huber  
Authorized Signature

Robin Sweet  
Authorized Signature

Maureen Huber  
Name Typed or Printed

Robin Sweet  
Name Typed or Printed

Chief Financial Officer  
Title

State Court Administrator  
Title

8/25/16  
Date

9/1/16  
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>	\$ 1.40	\$ 0.95	\$ 1.10

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

- 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
- Maximum Scheduled Interpreter Wait Time for Session Start: 15 minutes. Starting at 15 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. On-demand interpreting is also available for non-courtroom situations such as the Clerk of Court, Jail, Public Defender, Jury Assembly, Law Library or other uses.

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 may be waived for courts implemented as part of an initial VRI Pilot program in each participating State court system. The State VRI Pilot program will be limited to a mutually agreed number of courts.

<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>\$500 - \$5,000</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</p>

Please note: integration of the Stratus-enabled PC or videoconferencing system with existing audio/visual systems in the courtroom is the responsibility of the Court. Stratus is available to be on-site or remote to provide assistance as needed. This integration effort may require travel and technician expense which will be billable to the Court. Stratus will provide Court with any additional costs required prior to implementation.

Stratus can provide training for Court Judges on the basics of using video interpreting in the courtroom. This is usually needed along with a demonstration of the system for judges so that they may become familiar of the use and operational perspectives needed to maximize the benefit and expedience of video interpreting in the courtroom. This training is best scheduled to coincide with implementation to avoid additional travel expenses.





**Exhibit B – Key Contacts and Addresses**

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

**Section 1.** NRS 1.510 is hereby amended to read as follows:

1. The Court Administrator shall, in consultation with the committee established pursuant to NRS 1.530, adopt regulations which, subject to the availability of funding, establish:

(a) A program for the certification of court interpreters for persons with language barriers who are witnesses, defendants and litigants; and

(b) Criteria and procedures for the appointment of alternate court interpreters for persons with language barriers who are witnesses, defendants and litigants.

2. The regulations established pursuant to paragraph (a) of subsection 1 must set forth:

(a) The specific languages for which court interpreters may obtain certification, based upon the need for interpreters of those languages.

(b) Any examination and the qualifications which are required for:

(1) Certification; and

(2) Renewal of the certification.

(c) The circumstances under which the Court Administrator will deny, suspend or refuse to renew a certificate.

(d) The circumstances under which the Court Administrator will take disciplinary action against a certified court interpreter or an alternate court interpreter.

(e) The circumstances under which a court may appoint an alternate court interpreter.

(f) Except as otherwise provided in NRS 50.050, the rate and source of the compensation to be paid for services provided by a certified court interpreter or an alternate court interpreter.

3. An application for a certificate as a court interpreter pursuant to paragraph (a) of subsection 1 must include the social security number of the applicant.

*4. Every applicant for certification, credentialing, or other designation pursuant to the regulations promulgated under paragraphs (a) or (b) of subsection 1 must submit with his or her application a complete set of his or her fingerprints and written permission authorizing the Court Administrator to forward the fingerprints to the Central Repository for Nevada Records of Criminal History for its initial report on the criminal history of the applicant and for reports thereafter upon renewal of the certification pursuant to subsection 7 of NRS 179A.075, and for submission to the Federal Bureau of Investigation for its report on the criminal history of the applicant.*

**4 5.** Except as otherwise provided by a specific regulation of the Court Administrator, it is grounds for disciplinary action for a certified court interpreter or an alternate court interpreter to act as interpreter in any action in which:

(a) The spouse of the court interpreter is a party;

(b) A party or witness is otherwise related to the court interpreter;

(c) The court interpreter is biased for or against one of the parties; or

(d) The court interpreter otherwise has an interest in the outcome of the proceeding.

5. The criteria and procedures established pursuant to paragraph (b) of subsection 1 must set forth an order of preference, subject to the direction of a court for the appointment of a certified court interpreter before an alternate court interpreter.

6. As used in this section, “person with a language barrier” means a person who speaks a language other than English and who cannot readily understand or communicate in the English language.

**JCSN  
LANGUAGE ACCESS COMMITTEE  
MEETINGS**

**ROLL CALL AND ATTENDANCE  
2015/2016**

Member Name	Term Expires	6/23/15	9/10/15	3/17/16	7/14/16	9/22/16	11/17/16	
Dr. Carina Black	12/31/16		X	Absent	Absent			
Maxine Cortes	12/31/16	X	X	X	Absent			
Ladan Dillon	12/31/18	X	X	X	X			
Judge Mike Richards	03/31/19				X			
Jackie Bryant	09/30/18			X	Absent			
Judge Scott E. Pearson	12/31/16	X	X	X	X			
Mariteresa Rivera-Rogers, Esq.	12/31/16	X	X	Absent	X			
Dr. Nelson Rojas	12/31/16	X	X	Absent	Absent			
*Robin Sweet, Chair	n/a	X	X	X	X			
Judge Gloria Sturman	05/31/18	X		Absent	Absent			
Angela Washington	12/31/18	X	X	X	X			

\*Ex-Officio Member  
AP = Absent, with proxy  
X = Present

*Revised July 14, 2016*