

Glassboro Public Schools



MEMO

Date: September 28, 2018

To: Dr. Mark Silverstein, Superintendent of Schools

From: Christine Williams, Supervisor of Special Services

Re: Action Memo
October 17, 2018, Board Meeting

Recommend Board approval of contract with Para-Plus Translations, Inc. to provide interpretation services for Child Study Team meetings and during the evaluation process, as necessary. This will be effective October 1, 2018. Cost to the district is as follows:

The cost for services is as follows:

Spanish: \$68.50 per hour

All other languages: \$89.50-\$99.50 per hour

American Sign Language: \$105 per hour

Please see attached 2018 rate schedule.

CW/dm



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**GLASSBORO PUBLIC SCHOOL DISTRICT
REQUEST FOR PROPOSALS**

INTERPRETATION SERVICES (ON-SITE) AND TRANSLATION SERVICES

As Submitted By: Para-Plus Translations, Inc.
2 Coleman Avenue
Cherry Hill, NJ 08034

Submission Date: 9/21/18

Attest:

A handwritten signature in black ink, appearing to read "Kathryn Accetti".

**Kathryn Accetti
Director of Interpretation Services
KAccetti@para-plus.com**

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Qualifications

Services:

Although language differences among students in U.S. schools have always presented communication difficulties, the problem has become more widespread with the rapid increase of LEP students during the last decade. What perhaps distinguishes many schools today is the diversity of languages found. As the number of LEP students increase, the need for interpretation services also will continue to grow.

The primary role of interpreters in the school setting is to be a conduit for oral communication between limited English proficient students and families and English-speaking school personnel. Interpreters also can be valuable sources of cultural information. They may provide insight into child-rearing practices and nonverbal communication of the target language and culture.

Interpreter responsibilities in the educational setting require varying levels of skills, ranging from basic to complex. Some interpreters may be suitable for certain tasks and unsuitable for others. Though most interpreters may have the expertise to perform basic communications with students and parents in the school office, only a select few will be proficient enough to perform complex activities such as psychological assessment.

In meeting the needs of the above, Para-Plus' language services shall consist of, but are not limited to the following:

- Attendance for purposes of oral interpretation at parent conferences, discipline hearings, due process hearings, IEP and IPRD meetings. Immediate access to an Interpreter during the normal school day and normal business day as required.
- Translating documents (i.e., letters from parents) to English for the benefit of district administrators; The District desires to contract for Language Services for translation of English documents to languages other than English, and translation of documents into languages other than English into English
- Translating English documents that are published by the district to for the benefit of parents and students. Typical documents requiring this service are those dealing with official school district policy, special education forms, psychological evaluations and assessment information;
- Written translation of Individual Education Plans (IEP) and related service documents;
- Documents, which are personally identifiable to a certain student, parent/legal guardian, and/or family member, may need translation. Some of these documents require a timely translation response due to mandatory noticing requirements to inform a student, parent/guardian and/or family member.

- Home visits to make parent contacts and to obtain approval signatures.

In meeting the needs of the Glassboro Public School District, Para-Plus will employ a systematic protocol to provide interpretation services ensuring efficiency, accuracy, dependability and confidentiality. These procedures, refined over the course of performing thousands of interpretation assignments, consist of the following elements: clear project definitions and agreements after initial consultation; accurate resource estimation and allocation resulting in the selection of appropriate personnel; and quality and administrative control measures to ensure client satisfaction.

For over 38 years, Para-Plus has provided superior language services locally, regionally and globally. Our staff of professional language specialists provides culturally appropriate and cost-effective services in over 100 languages and dialects from Arabic to Vietnamese upon request.

With a constantly updated databank of technically qualified and experienced language specialists, Para-Plus provides language services in the following language categories:

- Western European Languages: French, German, Italian, Spanish, Dutch and Portuguese.
- Eastern European Languages: Albanian, Baltic Languages, Bulgarian, Croatian, Czech, Hungarian, Moldovan, Polish, Rumanian, Russian, Serbian, Slovak, and Ukrainian.
- Nordic Languages: Danish, Finnish, Icelandic, Norwegian, and Swedish.
- Mid-Eastern Languages: Arabic, Greek, Hebrew, Turkish, Amharic, Somali, Tigrinya, and Yiddish.
- Oriental Languages: Chinese, Japanese, Korean, Vietnamese, Lao, Malay, Thai, and Cambodian.
- Indo-Iranian Languages: Farsi, Gujarati, Hindi, Pashto, Punjabi, and Urdu.

After Para-Plus has defined the parameters of the relevant interpretation assignment and assigned a project manager to monitor progress on the project, our scheduling database of linguists is reviewed in order to identify the most appropriate interpreter for the project. This selection decision is based factors such as: the languages involved, the subject matter of the interpretation assignment, and the type of interpretation required – simultaneous or consecutive. We can assign appointments, input, add, edit or cancel appointments as needed, receive information of where every interpreter is within the system for that day and in the weeks ahead. This also enables us to review and change previously scheduled appointments and cancel upcoming appointments if required by the requesting agency.

Scheduling of interpreters can be completed by phone, email, fax, or online. Scheduling of interpreters can be completed on a last minute / emergency basis; however it is in the Glassboro Township School District's best interest to provide Para-Plus with ample notice to ensure that we can provide the best interpreter for your needs. All appointments are verified with the requesting agency and the interpreter 24 hours prior to the assignment.

Our organization has arrangements in place to ensure that qualified interpreters are readily available on a scheduled basis and on an unscheduled basis with minimal delay, including on-call arrangements for after-hours emergencies. Our protocol combines qualified interpreters and

state of the art technology to provide reliable and readily available language access whenever required.

The Interpreter Coordinator shall assign interpreters based on individual communication needs, and the availability and reliability of appropriate resources. In managing a deep roster of multi-lingual interpreters and independent contractors, we can meet the day-to-day demands in a very challenging service environment. Our firm can offer the following benefits, including:

- Convenient centralized scheduling that is staffed full-time, eliminating the wait for returned calls
- Interviewing, training, and quality control of interpreters
- Managing emergency requests where the requesting agency is requesting less than one (1) day notice. In those situations, our Project Managers will dispatch an interpreter within two hours or as soon as possible, weather and distance permitting.
- Rotating interpreters if necessary to prevent conflicts of interest or other scheduling problems

Para-Plus institutes a quality assurance process in hiring all language specialists and all subcontracted interpreters/translators. Para-Plus believes that the first and essential step in its quality assurance process is the careful selection of the interpreters. All interpreters retained by Para-Plus must provide interpreting services that faithfully render all relevant information present in the source speaker's presentation, accurately reflect the meaning and intent of the speaker's presentation, incorporate terminology appropriate to the subject matter, demonstrate complete fluency of the target language, and are culturally and politically sensitive to the social environment of the target audience. As such, all full-time and subcontracted interpreters must meet the following minimum experience requirements (See Appendix D):

- Native level fluency in at least two languages.
- Professional references from prominent clients
- Strong background in the subject matter of the assignments, acquired either by education or by practice.
- Must abide by the AOC Code of Professional Conduct for Interpreters, Translators and Translators. (See Appendix B)
- Familiarity with quality assurance procedures.
- Adherence to confidentiality practices. (See Appendix C)

Many Para-Plus translators and interpreters have attended seminars through the American Translators Associations (ATA), Delaware Valley Translator's Association (DVTAA) and other language-related organizations which provide medical, legal and other professional terminology and procedures training to qualify interpreters for a variety of professional proceedings. Para-Plus will make every effort to ensure that the interpreters assigned to a project are qualified for the specific task assigned.

Para-Plus seeks to hire experienced interpreters who have demonstrated a clear record of professional achievement. Through our membership in the American Translators Association and connections in the profession, we have been very successful in finding highly skilled interpreters. When they start working for Para-Plus, our interpreters go through an initial screening, where we assess their education, legal status, English fluency and work experience. Every applicant is screened for language fluency. The initial screening test is performed over the phone by a third party/independent language organization and is composed of a series of questions designed to determine fluency in the source and target languages. The following criteria are assessed during this vetting process (see Appendix D):

- Language fluency
- Degree of exposure to native language environment for both working languages
- Past interpreting experience
- Educational background
- Professionalism

In order to meet and excel the high standards Para-Plus has adapted to satisfy our clients' requirements and to comply with rules and regulations, it is mandatory that interpreters submit the following documents before their initial assignment with Para-Plus:

- Resume
- Certificate of Completion of 40-Hour Medical Interpreter Training and/or
- Medical and / or Legal Certification (if Applicable)
- Results of Language Proficiency Evaluation
- Background Checks
- Immunization Records
- Completed Para-Plus Independent Contractor Agreement
- Signed Confidentiality Agreement
- Signed HIPAA Acknowledgement Form
- Completed Independent Contractor Interpreter/Translator Profile
- Completed W-9 Form
- Signed Independent Contractor Handbook Acknowledgement Form

We provide our interpreters with information on upcoming seminars and workshops offered by organizations which relate to the language industry, and provide them with ongoing information on interpreter ethics, timelines and programs that are designed to enhance their interpreting skills.

In addition, our own in-house staff goes through a training process that includes:

- Document compliance (including ready-to-use material)
- Requirements of Language proficiency testing
- Overview about national certification for interpreters
- Quality control (importance and procedure)
- Advocacy for interpreting profession
- Overview about legal certification for interpreters
- Code of Ethics for interpreters
- Cultural competency
- Title VI
- HIPAA compliance for interpreters

Translation:

Para-Plus Linguistic Database encompasses a network of over 2,000 translators, editors, proofreaders, transcribers, and Desktop Publishing experts, residing within the United States and overseas. These Linguists possess exceptional native language proficiency, and are highly educated within their respective language pairs and specializations.

Para-Plus stringent quality assurance protocol is derived from the *American Society for Testing and Materials (ASTM) Standard F 2575-06: Standard Guide for Quality Assurance in Translation*. This protocol follows clearly defined translation service policies and procedures that help ensure the quality performance and the effective execution of translations services. A translation team collaborates to translate, edit, format and proofread translation files assigned for language service processing. The translation process is described in four translation phases as illustrated below:



This process ensures superior quality control for linguistic accuracy and cultural relevance during the translation process of documents and data. In addition, the protocol guarantees expediency, quality, cost-effectiveness, and timely delivery of translation files. The translation team is comprised of a project manager, a lead translator, and an editor or reviewer.

Phase 1 - Project Manager Selection and Project Preparation

Project Manager (PM) –The project manager possesses a working knowledge of available language service options. The responsibilities of the project manager are to:

- Oversee a client’s project from beginning to end.
- Facilitate client communications with client to ensure quality as well as timely and cost-efficient services. Ensure that all project specifications are clearly defined.

- Coordinate team assignments and appoint team members to ensure that the project is completed on time, on budget and in compliance with the agreed-upon specifications.
- Ensure lead translators, editors, proofreaders, transcribers, and desktop/publishing experts have access to all necessary resources, client clarification (if needed), specialized terminology, or client-approved glossaries.
- Perform a final quality assurance check before delivery.

Upon initiating the project, the project manager will discuss with the client:

1. Translation data size and subject matter (legal, scientific, technical, etc.).
2. Proposed deadlines, processes and strategies, deliverables, file formats, linguistic questions/issues and any other topics of concern.
3. Whether all documents originally sent to Para-Plus are the final versions to be translated.

Phase 2 - Translation Process and Key Roles

Once the parameters for the translation project have been set, phase two commences with selection of a translation team:

Lead Translator – The translator produces the target text into his/her native language. A skilled translator is able to understand the nuances of the source document and create a parallel document in the target language such that the final product appears to have been created in the target language. The translator prepares the first translation draft for editing review.

Editor – The editor is the most important linguist involved in the translation process. Editing involves a two-step process. First, the editor compares the target text to the source and confirms that the translation is complete, accurate and free from misinterpretations as well as ensures that the appropriate terminology has been used throughout in a consistent manner. Second, the editor reads the target text in its entirety, checking for overall coherence and readability, and referring back to the source text only when necessary.

Proofreader – Proofreading focuses on checking for typographical errors, incorrect hyphenation and spelling, grammatical errors and improper formatting. The proofreader should never make changes in content without referring to the source text first and without the approval of the editor or the translator. Proofreading is performed after the editing phase. For typeset documents, proofreading is done for linguistic or formatting purposes.

When the Lead Translator is not available to proofread the edited or second translation draft, a third linguist who is considered to have equivalent credentials, translation experience, and background is engaged to proofread, confirm, approve/reject and finalize the edited version changes.

Phase 3 - Final Translation Review

When the translation is finalized, a professional desktop publisher will work on the translation and format the files to match the original documents. Formatting includes working with the file format you have requested for delivery, matching the translated documents to the original documents, managing language expansion, and double-checking that the final translated documents mirror the original source.

All final documents delivered to clients are reviewed and proofread for syntax, spelling, vocabulary, punctuation, typographical errors, capitalization, consistency/similarity/parallelism, completeness (no omitted or overlooked text or paragraphs), and unnecessary text enhancements.

Phase 4 - Final Review / Spot Check

The Project Manager is responsible for performing the final review before delivering final translation files to client. This is the time to make sure all of the requirements stated by the client and on the quote were met and the file meets all expectations and company standards.

Upon completion of the project, the translated, edited, formatted and proofread documents are returned to the client in the original file format provided. Any further changes/questions from the client will be given to the translation team to address. All issues will be addressed as soon as reasonably possible.

Client Language Reviewer

If a client is using in-house bilingual reviewers to spot check the translations submitted by Para-Plus it is important to note:

- It is of utmost importance that the reviewer is not only familiar with the company's trade but has a strong command of the language he/she is reviewing and knowledge of the cultural and technical aspects of the language. A new employee may not make a good reviewer.
- While this is harder to find in most organizations, an employee with the proper linguistic background who is not just bilingual but a qualified linguist would ensure a successful review.
- A translation project is not considered closed and final until feedback is received from the client that the submitted project meets the client requirements and all files delivered are satisfactory. PMs usually set aside a period of two weeks (from time of delivery) to allow client review time. More time may be allotted depending on the size of the project.
- Para-Plus will make any required revisions to the final drafts based on comments provided by the client's authorized representative for the project. Once feedback is received and no additional changes or revisions are required, the project is considered closed and all materials received from client for project processing are handled as per the client's request (e.g. files deleted or kept for future review for a certain period, etc.).

Conflict Resolution

Para-Plus project managers will handle all questions and issues relevant to project services. If there is a question about an assignment, whether for terminology clarification or mistakes in the source document, the PM will promptly notify the client and share subsequent client communications with the translation team. Likewise, if an issue arises where the client is not satisfied with the service provided, a project manager will conduct follow-up with the client's authorized representative to ensure the issue is handled promptly and the client is satisfied with the resolution.

Data Security and Confidentiality

We understand the importance of protecting information and the need to keep confidential any official or private documentation submitted to Para-Plus for translation service. Para-Plus limits the exchange of confidential information to the minimum necessary and will comply with the terms and conditions of client confidentiality agreements submitted to us. Para-Plus non-disclosure/confidentiality agreements are in place and signed by translation team members collaborating with us. We also have our own confidential information that we do need to protect.

FTP Access (File Transfer Protocol) is available for the transfer of data in a reliable and efficient manner. This service is offered to Para-Plus clients at no additional cost.

Certification Services

Affidavits of accuracy are available upon request. This certification document is presented to clients requesting this service on our company's letterhead, bearing the company's raised/embossed corporate seal, an authorized signature and notary public stamp and signature.

Translation Turnaround Times

Sample Turnaround Time Tables: Document Size*	Standardized Translation Times Number of Days**
1-5 pages	1-5 business days
5-15 pages	5-9 business days
15-25 pages	7-12 business days
25-35 pages	10-15 business days
35+ pages	Determined upon project analysis

*Samples provided for standardized file turnaround times are estimates based on a per page basis.

** Turnaround times are not exact but apply to documentation processed for translation, editing, and proofreading service (does not include specialized service such as DTP, transcription, or rush translation services).

Summary

Para-Plus Translations follows a protocol that ensures the source message is conveyed to the target audience in an accurate, culturally-appropriate tone. All text/data submitted during the translation process undergoes a thorough and complete review to ensure consistency with the source text submitted for translation, cultural accuracy, and excellent translation quality.

Experience:

Para-Plus has been providing language services to the School Districts in South Jersey as well as school districts throughout the state for the many years. We are very familiar with assisting staff members in conducting IEP meetings, administering tests, performing evaluations or any other situation where a language barrier may pose a problem.

Para-Plus Translations has significant experience in working for education providers, which makes us familiar with common issues and problems among school districts and providing language services. Past and current clients include, but are not limited to:

- Bellmawr School District
- Berlin Twp. Schools
- Brandywine School District
- Camden City School District
- Camden County Technical Schools
- Cinnaminson Township School District
- Delran Township Schools
- Egg Harbor Twp. High School
- Evesham Twp. School District
- Florence Township School District
- Pemberton Twp. Schools
- Pennsauken School District
- Ocean City Public Schools
- Stratford Board of Education

Para-Plus Translations provides accurate translations of educational documents and interpreting services for students, parents, and education officials. Our services include:

- Interpreting During School Conferences
- School Appointment Interpreting
- Child Study Interpreting
- Testing Procedure Interpreting and Translation

List of References and Prior Experience

Para-Plus is pleased to provide a list of references who will speak to the quality of our work. These include:

1. OCEAN CITY PUBLIC SCHOOLS
501 Atlantic Ave
Ocean City, NJ 08226
609-742-7322
Eileen Rocks

2. PENNSAUKEN SCHOOL DISTRICT
1695 Hylton Road
Pennsauken, NJ 08110
856-662-8505 x6526
Sandy Clark

3. DELRAN TOWNSHIP SCHOOLS
52 Hartford Road
Delran, NJ 08075
856-461-6899 x 1005
Sandy Horner

4. BELLMAWR SCHOOL DISTRICT
256 Anderson Ave
Bellmawr, NJ 08031
856 931 6273 X 1307
Shawna Slaughter

5. EGG HARBOR TWP. SCHOOL DISTRICT
13 Swift Drive
Egg Harbor Township, NJ 08234
609 927 8222 X 1171
Nancy Utley



ON-SITE INTERPRETATION RATE SCHEDULE 2018

ALL LANGUAGES SUBJECT TO A TWO HOUR MINIMUM

Language	Price/Hr	Language	Price/Hr	Language	Price/Hr	Language	Price/Hr	Language	Price/Hr
SPANISH	\$68.50	ALBANIAN	\$89.50	BERBER	\$99.50	BENGALI	\$125.00	AMERICAN SIGN LANGUAGE (Medical & Schools)	\$105.00
		ARABIC	\$89.50	BULGARIAN	\$99.50	INDONESIAN	\$125.00	AMERICAN SIGN LANGUAGE (Legal)	\$120.00
		ARAMAIC	\$89.50	BURMESE	\$99.50				
		CREOLE / HAITIAN	\$89.50	CAMBODIAN	\$99.50				
		CZECHOSLOVAKIAN	\$89.50	CHINESE (All dialects)	\$99.50				
		DANISH	\$89.50	ETHIOPIAN	\$99.50				
		FILIPINO	\$89.50	FARSI	\$99.50				
		FRENCH	\$89.50	FINNISH	\$99.50				
		GERMAN	\$89.50	GHANA	\$99.50				
		GREEK	\$89.50	HAUSA	\$99.50				
		GUJARATI	\$89.50	HUNGARIAN	\$99.50				
		HEBREW	\$89.50	JAMAICAN / PATOIS	\$99.50				
		HINDI	\$89.50	LAOTIAN	\$99.50				
		ITALIAN	\$89.50	LITHUANIAN	\$99.50				
		KOREAN	\$89.50	MANDINGO	\$99.50				
		LEBANESE	\$89.50	MALAYALAM	\$99.50				
		PERSIAN	\$89.50	NIGERIAN	\$99.50				
		POLISH	\$89.50	PASHTO	\$99.50				
		PORTUGUESE	\$89.50	SERBO-CROATIAN	\$99.50				
		PUNJABI	\$89.50	SWAHILI	\$99.50				
		RUMANIAN	\$89.50	SWEDISH	\$99.50				
		RUSSIAN	\$89.50						
		TURKISH	\$89.50						
		UKRAINIAN	\$89.50						
		URDU	\$89.50						
		VIETNAMESE	\$89.50						

 Cancellation notice for Sign Language is two (2) full business days excluding the date of the request.
 Policy excludes weekends and holidays.

A TWO (2) HOUR FEE OR NUMBER OF HOURS REQUESTED (WHICHEVER IS GREATER) will be charged if an assignment cancels with less than 2 full business days notice.

ASL Interpretation: Two (2) interpreters may be required depending on the length of the request or type of assignment.

JAPANESE: \$700 for a ½ day (up to and including 4 hours) including the travel time/cost charge.
 Cancellation Policy to be quoted ahead of time

CANCELLATION POLICY: A two (2) hour fee or the number of hours requested (whichever is greater) will be charged if an assignment cancels after 5:00pm the business day before the scheduled assignment. A 24 to 48 hour cancellation charge may apply for some languages.

TRAVEL EXPENSES
 \$0.545 per mile traveled (or Current Federal Mileage Rate)
 Tolls, parking, plus transportation (as incurred)
 \$25.00 per hour travel time, with the exception of Spanish.

YOUR OFFICE WILL BE CONTACTED FOR PRIOR APPROVAL IF ANY RATES NEED TO BE MODIFIED

Appendix B

Code of Ethics and Professional Conduct for Interpreters, Transliterators and Translators

- I. **Policy:**
 - a. Many persons in the United States are partially or completely excluded from full participation in society because English is not their native language or because they have a speech or hearing impairment. The resulting communication barrier must be removed, as far as possible, so that those persons are placed in the same position as similarly situated persons for whom there is no barrier. This is achieved through the set of principles and rules of interpreter's conduct that are embodied in the Code of Ethics and Professional Conduct.
- II. **Scope:**
 - a. This code will be binding on all representatives of the Principal Party who interpret in connection with any judicial proceeding or any other activity assigned by Para-Plus.
- III. **High Standards of Conduct**
 - a. Interpreters should maintain high standards of conduct at all times to promote public confidence in the administration of justice.
- IV. **Faithful and Accurate Conveyance of Messages**
 - a. Interpreters should faithfully and accurately reproduce in the target language the closest natural equivalent of the source-language message without embellishment, omission or explanation.
 - b. Interpreters shall always thoroughly and faithfully render the source language message, without omitting or adding anything, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message.
 - c. The interpreters must transmit the message in a thorough and faithful manner, but be aware of the linguistic differences in both languages and convey the spirit and tone of the original message. A word-for-word interpretation may not convey the intended idea. The interpreter needs to determine the relevant concept of the message and say it in another language so it is culturally appropriate to the listener.
 - d. The interpreter interprets in the first person, reserving the use of the third person for his/her own interventions. The interpreter identifies and corrects errors as soon as possible. Upon recognizing any communication misunderstandings, the interpreter requests direction from the parties involved.
 - e. Interpreters shall convey the entire message, including vulgar or derogatory remarks, insults, mistakes, untruths and any non-verbal cues, such as the tone of voice and emotions of the speaker, which may facilitate the understanding of their listeners or readers.
 - f. Interpreters who take notes during any interpretation assignment must turn in your notes to the client at the end of the session so the client can destroy your notes. If you do not turn in your notes to the client, you must destroy all notes by shredding them.

- g. Interpreters shall inform their listeners promptly in the event that an external element, including technical hindrances such as poor sound quality or anything that interferes with the accuracy or completeness of their interpretation.

V. Impartiality and Conflict of Interest

- a. Interpreters should be impartial and avoid any appearance of bias or favoritism. They should avoid not only conflicts of interest but also the appearance thereof.
- b. Interpreters should not serve in any judicial proceedings in which:
 - 1. They are related to or have a close social or business relationship with any party, or are themselves a potential witness; or
 - 2. They, their spouse or relative is a party to the proceeding or have a financial interest in the outcome; or they have been involved in the choice of counsel.
- c. Prior to providing professional services in a proceeding in court, interpreters should disclose on the record any services that they may previously have provided to any of the parties or their attorneys involved in the matter, as well as anything else that could reasonably be construed as affecting their ability to serve impartially or as constituting a conflict of interest. This disclosure should not include privileged or confidential information.
- d. Interpreters should not provide services if remuneration is contingent on the outcome of a case.
- e. During the course of matters in which they are engaged, interpreters should not converse or have contact with jurors, parties, witnesses, attorneys, or with friends or relatives of any party, except as may be required in the discharge of official duties.
- f. Interpreters shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of service. Providing interpreting or translation services for family members or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.
- g. The interpreter strives to maintain impartiality and refrains from counseling, advising or projecting personal biases or beliefs.
- h. The interpreter shall not advocate, mediate, or speak on behalf of either party. The interpreter shall strive to develop a relationship of trust and respect at all times with the speakers participating in the communication by adopting an attentive, yet impartial and neutral attitude towards them.
- i. Interpreters cannot accept additional money, favors or services. Also they will not use agency's time or resources for private gain.

VI. Unobtrusiveness

- a. Interpreters should be as unobtrusive as possible and should not seek to draw inappropriate attention to themselves while performing their professional duties.
- b. Interpreters should convey the speaker's emphasis and emotional tone only to the degree necessary to convey the speaker's messages, without reenacting or mimicking tone, emotions, or dramatic gestures.
- c. When interpreting, interpreters should dress and conduct themselves in a manner consistent with the dignity of the profession.

- d. Interpreters should not interject or reveal their own feelings, moods, attitudes or beliefs while performing their professional duties.
- e. Interpreters shall be punctual, prepared, and dressed in appropriate manner, as well as being respectful and courteous. They shall maintain the professional behavior at all times while assisting clients.

VII. Limitations of Practice

- a. Interpreters shall assess at all times their ability to interpret. Should interpreters have any reservations about their competency, they must immediately notify the parties and offer to withdraw without threat of retaliation. Interpreter may remain until more appropriate interpreters can be secured.
- b. If levels of competency or personal sentiments are preventing the interpreter to perform by any certain conditions, the interpreter shall withdraw from the assignment for which they are not fully qualified.
- c. Because interpreters are responsible only for enabling others to communicate, they should not take a primary role in such communications and may take a secondary role (see below) only as necessary for assuring an accurate and faithful interpretation.
- d. Court interpreters should avoid activities that may be reasonably construed to constitute the practice of law, e.g., giving any legal advice or answering parties' questions that would ordinarily be answered by an attorney.
- e. No interpreter should engage in any activities that may be reasonably construed to constitute a service other than interpreting during the course of performing their duties.
- f. Court interpreters may assume a "secondary role" when they find it necessary to speak directly to the court to seek assistance in performing their duties, e.g., seeking direction when unable to understand or express a word or thought, requesting that speakers moderate their rate of communication or repeat or rephrase something, identifying interpreting errors, or notifying the court of their reservations about their ability to satisfy an assignment competently. In such instances, they should make clear that they are speaking for themselves.

VIII. Confidentiality

- a. Interpreters should refrain from unauthorized disclosure of all confidential information that they obtain during the course of their professional duties.
- b. Interpreters must treat all information learned during the interpretation as confidential, and shall not divulge any information without the full approval of the client.
- c. Interpreters shall not divulge any information obtained through their assignments, including but

not limited to information gained through access to documents or other written material.

- d. Interpreters shall not derive any personal profit or advantage from any confidential information that they may have acquired during the performance of their duties.

IX. Abstention from comment

- a. Interpreters should not publicly discuss, report, or offer an opinion concerning a matter in which they are or have been engaged, even when that information is not privileged or required by law to be confidential.

X. Representation of Qualifications

- a. Interpreters should accurately and completely represent their pertinent testing credentials, training and experience.

XI. Professional Development

- a. Interpreters shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues and specialists in related fields.

Impediments to Compliance with Code

- a. Any interpreter who discovers anything that would impede full compliance with this code should immediately report it to Para-Plus.
- b. Interpreters shall immediately withdraw from encounters they perceive as violations of this Code.
Any violation of the Code of Professional Conduct may cause termination of the contract.
- c. Interpreters should immediately report to the proper authority any solicitation or effort by another to induce or encourage them to violate any law, any provision of this code, or any other standard governing the profession.
- d. When an interpreter has any reservation about his or her ability to satisfy an assignment competently, he or she should immediately convey that reservation to Para-Plus or the proper authority. If the communication mode or language of the non-English speaking person cannot be readily interpreted, the interpreter should notify the proper authority.

This code applies to all persons providing language interpreting or translation services and must be complied with at all times.

Appendix C

Confidentiality Agreement

This Agreement is made between Para-Plus Translations, Inc. (hereinafter referred to as PP), Subcontractor (hereinafter referred to as SC), as well as Para-Plus's client (hereinafter referred to as "Principal Party").

It is understood and agreed to that the information set forth below and otherwise provided directly or indirectly by the Principal Party to the SC contains confidential and proprietary information concerning the Principal Party and its business strategy (the "Confidential Information"). As a condition to receiving the Confidential Information, the SC hereby agrees as follows:

1. SC acknowledges that all documents, translations, glossaries, handouts and/or presentations reviewed by him/her for PP and Para-Plus's client are the exclusive property of PP and the Principal Party.
2. Confidential Information furnished in tangible form shall not be duplicated by SC except for purposes of this Agreement. Upon the request of the Principal Party, SC shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Principal Party's option, any documents or other media developed by the SC containing Confidential Information shall be destroyed by SC. SC shall provide a written certificate to PP regarding destruction within ten (10) days thereafter.
3. SC will not disclose to any third party any information, source and/or the name(s) of the Principal Party with respect to any document submitted by us for translation, review and preparation or any other related service.
4. SC agrees not to contact the Principal Party at any time, directly or indirectly, except with the explicit approval of PP. Any questions or comments pertaining to the material(s) to be translated or reviewed will be directly through PP.
5. SC acknowledges that appropriate agreements are in place with any employees (if applicable) such that all obligations noted above are binding on said employees.
6. SC agrees not to disclose any part of this agreement to any third party and not to include the corporate name of PP in any promotional material or resume unless permission has been granted by PP.

This Agreement states the entire agreement between the parties concerning the

disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. The parties agree that monetary damages may not be sufficient to compensate PP for a breach of this Agreement and accordingly agree that PP shall have the right to seek injunctive relief for any breach of this Agreement.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Appendix D

Linguist Qualifications & Credential Vetting Protocols

The translation industry relies on collaboration with independent contractor linguists. As such, the importance of an established independent contractor recruitment protocol and quality assurance in the selection process becomes critical. The Joint Commission qualification for interpreters and translators #HR.01.02.01, Note 4 states as follows:

Qualifications for language interpreters and translators may be met through language proficiency assessment, education, training, and experience. The use of qualified interpreters and translators is supported by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

Para-Plus believes that the first and most essential step in its quality assurance process is the careful selection of linguists. All linguists who collaborate with Para-Plus must provide interpreting and translation services that faithfully and accurately render all relevant information the client is trying to convey to the target audience. As such, all full-time and subcontracted linguists must meet the following minimum experience requirements:

Interpreters:

- Must possess a college degree from an accredited institution, in interpretation work or in a technical field relevant to their field of interpretation specialization and/or has completed formal interpreter training.
- In lieu of that degree, an interpreter must possess a minimum of three (3) years of interpretation experience within the relevant subject matter.
- Native level fluency in at least two languages.
- Professional references
- Strong background in the subject matter of the assignments, acquired either by education or by practice.
- Must abide by NAJIT's and IMIA's Code of Professional Conduct for Interpreters, Transliterators and Translators.
- Familiarity with quality assurance procedures.
- Adherence to confidentiality practices.

Interpreters may acquire interpreter certification through the Administrative Office of Judicial Courts or the National Board of Certified Medical Interpreters. All independent contractors doing work for Para-Plus Translations will be given first consideration if they've successfully completed a judicial or medical certification program. We also provide our linguists with information on upcoming seminars and workshops offered by organizations which relate to the language industry, and provide them with ongoing information on interpreter ethics, timelines and programs that are designed to enhance their interpreting skills. Para-Plus stands behind the integrity of its recruiting process which includes a thorough review of resumes, vendor qualifications, and credentials.

Translators:

- **Must be native speaker of the target language and locale.** Linguists always translate into their native language. We do not subscribe to polyglot linguists or translators representing expertise translating from or into several languages.
- Expertise in one or more subject matters or area of specialization. We approve no more than four.
- Linguists are asked to demonstrate their talent/proficiency by submitting information for previous work experience, verified through three (3) or more business references. Preferred references: prominent clients such as the Federal Government, international organizations, domestic corporations, etc.

- A strong background in the subject matter of project assignments, acquired by education or by practice is preferred. **Must have at least 5 years of experience as a translator** to show development of skills throughout time.
- Translators must possess a college degree from an accredited institution in translation or in a technical field relevant to the subject matter of translation specialization.
- Must abide by the Code of Professional Conduct for interpreters, transliterators and translators.
- Knowledge of quality control procedures and adherence to confidentiality practices.
- Experience or familiarity with translation memory software and advanced technology tools.
- Must abide by the Code of Conduct and Professional Practices of the American Translators Association (ATA).

Training and Certification Standards Checklist

When they start working with Para-Plus, our linguists go through an initial screening, where we assess their education, English fluency and work experience. Many translator and interpreter candidates are certified through a state or federal accredited body, and we require that they submit a copy of their current certification for inclusion in their subcontractor file.

In order to meet and surpass the high standards Para-Plus has adopted to satisfy our clients' requirements and to comply with rules and regulations, once the vetting of linguists is complete, Para-Plus Vendor Managers will ensure that all mandatory documents are in place for each linguist, prior to initial assignment and project collaboration with Para-Plus:

- Resume
- Copies of any certificates / diplomas
- Completed Para-Plus Independent Contractor Agreement
- Completed Independent Contractor Translator Profile
- Completed W-9 Form (W8 for non-US citizens)
- Completed HIPAA Business Associate Agreement (BAA).
 - The BAA document is included with the vendor handbook delivered to Linguists. Linguist vendors specializing in medical translation or interpretation service must acknowledge their understanding and compliance of HIPAA/HITECH requirements under:
 - (HIPAA) Health Insurance Portability and Accountability Act
 - (HITECH) Health Information Technology for Economic and Clinical Health Act
- Confidentiality/Non-Disclosure Agreement (Linguists will also review and sign any client corporate non-disclosure agreements, if specifically required by clients)
- National Association of Judiciary (NAJIT) Interpreters & Translators Code of Ethics and Professional Responsibilities
- Vendor Guidelines Acknowledgement Form

In addition, as it is in their best interests, linguists assist Vendor Managers maintain and keep their vendor profiles up-to-date, by periodically submitting updated resumes and copies of recently acquired language-training certifications.

Certification or accreditation from well-recognized organizations or professional translating associations is strongly considered in the selection process. Many Para-Plus translators and interpreters regularly attend seminars and workshops

through the American Translators Associations (ATA), Delaware Valley Translator's Association (DVTA) and other accredited training schools which provide language service education to professional linguists.

Some of these training sessions include medical, legal and other professional terminology and procedures to qualify interpreters for a variety of professional proceedings. Para-Plus will make every effort to ensure that the interpreters assigned to a project are qualified in that field.

Note: The same selection process described above is used to vet translators, editors and proofreaders. We work with editors/proofreaders for an added layer of quality control after the translation step. Translators and proofreaders work together on projects as a team. Because we take pride in the quality we deliver, we ask proofreaders to check thoroughly all of the translations they work on according to specific internal Editing Quality Instructions. Editors and proofreaders must also possess a college degree in a linguistic field from an accredited institution.

Confidentiality

All language specialists enlisted by Para-Plus are required to abide by the Code of Conduct and Business Practices of the American Translators Association and Para-Plus confidentiality agreement. Interpreter codes of conduct can help interpreters recognize and avoid unethical behavior. In addition, interpreters can cite the code of conduct in the event someone asks the interpreter to perform a task or action that is considered unethical. In addition, Para-Plus linguists are required to adhere to HIPAA compliance standards. They understand and acknowledged sensitive information and confidential records must be handled in accordance to HIPAA Law.

Para-Plus also employs a systematic protocol derived from the *American Society for Testing and Materials (ASTM) Standard F 2575-06: Standard Guide for Quality Assurance in Translation*. . This protocol will ensure that translation projects are provided efficiently, accurately, and confidentially.

We also provide vendors with information on upcoming seminars and workshops offered by organizations which relate to the language industry, and provide them with ongoing information on interpreter ethics, timelines and programs that are designed to enhance their interpreting skills.