



Maryland Court Interpreter Handbook

*Maryland Court Interpreter Program
Access to Justice
Administrative Office of the Courts
187 Harry S. Truman Parkway
Annapolis, MD 21401
410-260-1291
www.mdcourts.gov*

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This Handbook and policies governing the Maryland Court Interpreter Program are subject to periodic revision. By participating in the Maryland Court Interpreter Program, interpreters agree to abide by the Handbook and any subsequent revisions.

1. Knowledge, Skills, and Abilities for Court Interpreters

Professional court interpreters are individuals who possess an educated, native-like mastery of both English and a second language, display a wide general knowledge equivalent to what a minimum of two years of general education at a college or university would provide, and who can perform the three major types of court interpreting: sight translation, consecutive interpreting, and simultaneous interpreting. Court interpreters must perform each type of interpreting in a manner that includes everything that is said, preserving the tone and level of the language. Court interpreters must neither change nor add anything to what is said. Interpreters deliver services in a manner faithful to the Canons of the Maryland Code of Conduct for Court Interpreters and Rule 1-333 of the Maryland Rules.

The ability to perform simultaneous interpreting, consecutive interpreting, and sight translation in the legal setting requires specialized training and skills. Being bilingual is an insufficient qualification for court interpreting. To understand court interpreting as a profession, one must first understand the knowledge, skills, and abilities that define the specific measurable skills or competencies that persons seeking to fill the role of interpreter must possess.

Linguistic Skills: Prospective court interpreters must have superior linguistic skills in both English and all working languages. Court proceedings involve an infinite array of complex matters ranging from traffic ticket violations to constitutional arguments and DNA analyses. As such, interpreters must possess:

- Native or native-like proficiency in all working languages;
- Knowledge and use of a broad range of vocabulary, including legal terminology, subject-specific terminology, slang; and
- Knowledge and use of cultural nuances, regional variations, idiomatic expressions, and colloquialisms in all working languages.

Speaking Skills: As conduits of communication, interpreters are speaking at all times – either in English or the target language. They must speak clearly to be understood, and at the appropriate volume required by the circumstances. While strong speaking skills sometimes develop naturally, many prospective interpreters must work to develop these skills, especially if challenged with pronunciation difficulties. Examples of speaking skills include:

- The ability to speak with proper pronunciation, diction, and intonation in all working languages;
- The ability to speak with a neutralized and easily understandable accent in all working languages; and
- The ability to modulate volume appropriate to the setting by either projecting his or her voice or speaking softly.

Listening and Comprehension Skills: In order to interpret correctly, interpreters must completely understand all of the information that is communicated. This requires active listening skills and a

high degree of concentration. Interpreters must have:

- The ability to listen to and comprehend various registers and specialized domains in all working languages.
- The ability to listen to and comprehend various regional accents and/or differences in all working languages; and
- The ability to ignore auditory distractions and focus on the source speaker.

Interpreting Skills: An interpreter's most important responsibility is accuracy and completeness, as expressed in Canon 1 of the Code. When performing in simultaneous or consecutive mode or providing a sight translation, the interpreter receives communication in the source language, dissects the meaning, and finds equivalents in the target language in order to maintain the integrity of the message and deliver it within a matter of seconds. Interpreters are not afforded the luxury of time to consider how to best phrase words or build sentences. The process of interpreting requires skills and techniques that continually develop over years of training and work experience. A competent interpreter will have the ability to:

- Think analytically and make quick linguistic decisions regarding wording or terminology selection;
- Concentrate and focus;
- Apply short-term memory skills in retaining manageable units of information;
- Use effective note-taking techniques to supplement short-term memory;
- Provide transference from one language to another and select appropriate equivalents for vocabulary or phrases;
- Accommodate for lack of equivalents in vocabulary or phrases;
- Perform case preparation;
- Self-monitor and self-correct – on the record if necessary;
- Switch back and forth among the various modes of interpretation appropriately;
- Preserve the intent, tone, style, and utterances of all messages, including accurate reflection of register;
- Think and react communicatively in all working languages; and
- Listen to and comprehend different rates of speech in all working languages, monitoring environmental factors such as fast speech or auditory distractions.

Interpreter Responsibilities and Protocol: Court interpreters are officers of the court and are expected to behave as such. They work in a highly professional environment where standards and expectations are held to a high degree. They are entrusted with highly sensitive information and are thrust into the middle of communications concerning life and death matters. Most often, interpreters work independently and are not actively supervised by managers. It is therefore incumbent upon them to adopt the strictest of professional standards, such as:

- Conducting business in an honest and professional manner which reflects the interpreter's ethical responsibilities towards the Limited English Proficient individuals (LEP), colleagues, and the Maryland Judiciary;
- Maintaining continuing education hours as set forth in the Court Interpreter Handbook;
- Notifying Court Interpreter Program staff of any arrests;
- Notifying the interpreter coordinator before accepting an assignment in any civil or criminal cases pending in that court, for which they are a party, victim or witness;

- Immediately notifying the interpreter coordinator of any potential conflicts, including any and all personal and/or professional relationships with a party, an attorney, and/or witness(es), judge, and/or court personnel, in a case for which the interpreter is assigned. If an actual or potential conflict of interest arises after the assignment commences, the interpreter shall immediately make a full disclosure to the Administrative Office of the Courts (AOC) and the local court's interpreter coordinator of all relevant facts and circumstances;
- Working professionally in various settings with colleagues, consumers and court staff;
- Self-awareness to determine whether or not they are the appropriate interpreter for a certain assignment;
- Actively pursuing knowledge and information on social, technological, cultural and legal changes that affect language;
- Confidently exercising situational control appropriately, such as articulating to a judicial officer when impediments to performance occur;
- Working effectively and productively as part of a team of interpreters. Team interpreters work together alternating as an active and passive interpreter, switching approximately every 30 minutes. Both interpreters shall remain in the courtroom at all times with the passive interpreter assisting the active interpreter;
- Requesting appropriate information prior to assignments so that necessary preparation can be carried out;
- Using wireless interpreter equipment for simultaneous interpretation provided by the Maryland courts; and
- Exercising professional judgment derived from the Maryland Code of Conduct for Court Interpreters and conforming one's practice to the role and functions of the interpreter.

Reporting Interpreter Court Appearances, Arrests, and Requests for Judicial Relief. Registry interpreters are required to report to the Court Interpreter Program an arrest, a court appearance, or a request for judicial relief for the interpreter within the next business day after becoming aware of the arrest, court appearance, or request for judicial relief, or as soon as practicable, but not later than five workdays. Registry interpreters also must report instances in which they, in the performance of their job duties, are, or may become, directly involved in judicial matters involving a family member.

2. The Certification Process and Testing Policy

The following are the requirements interpreter candidates must meet in order to be listed on the Maryland Court Interpreter Registry and Release List:

☐ **Submission of Application to attend a 1-day Introductory Webinar on Court Interpreting**

The application is posted on the Maryland Court Interpreter Program website, <http://www.courts.state.md.us/interpreter/index.html>, approximately three months before the date of the Introductory Workshop on Court Interpreting.

☐ **1-Day Introductory Workshop on Court Interpreting**

The purpose of the introductory workshop is to familiarize potential candidates with the field of court interpreting, the Maryland court system, and the interpreter's role in a courtroom setting. Additionally, interpreter candidates are provided with tools on how to prepare for the written examination.

☐ **Written Examination**

1. The written examination is an important exam in the process of becoming a certified or qualified court interpreter. Passing the exam does not mean a person has become a "certified or qualified court interpreter;" rather, it means the examinee has met one of several requirements to be listed on the Court Interpreter Registry.
2. In Maryland, passing the written examination will qualify the candidate to take the Language Proficiency Interview (LPI). If the required rating is achieved on the LPI, a candidate will be rated as a "qualified" interpreter or as an interpreter "qualified for certification" and their name will be placed on the on the Court Interpreter Registry.
3. The written test measures candidates' knowledge of three areas central to the work of a court interpreter at the level of a minimally qualified court interpreter: General Vocabulary, Court-Related Terms and Usage, and Ethics and Professional Conduct.
4. The Court Interpreter Written Exam is maintained by the National Center for State Courts. The exam is administered in its entirety and candidates must achieve a minimum score of 80%.
5. Interpreter candidates must take the written exam within one calendar year of attendance to the introductory webinar. For example, if a candidate attended the interpreter introductory webinar in the spring of 2021, the deadline to take the written exam will be in the spring of 2022. If a candidate does not test within a year, they must attend the introductory webinar again in order to be eligible to sit for the exam. If the candidate fails the written exam twice during the same year, and wants to retake it, they

must submit a written request to the Court Interpreter Program Administrator detailing the efforts they made in order to prepare for the exam.

☐ **Language Proficiency Interview (LPI)**

1. Once an interpreter candidate has passed the written examination, they are required to take the Language Proficiency Interview. LPI is a testing method which measures how well a person speaks a language by measuring their performance of specific language tasks on a scale of 12 fluency levels. It does not test candidates' interpretation skills.
2. The Maryland Court Interpreter program requires that candidates pass the LPI with a rating 11 (Nearly Fluent) or 12 (Fluent) for all foreign languages and English, if applicable.
3. The following language proficiency exams and ratings will be accepted in lieu of the LPI:
 - ACTFL Language Testing Office: Superior or Advanced High
 - Interagency Language Roundtable (ILR): -4, 4+, and 5
4. The interpreter candidates must submit to the LPI within a year of passing the written examination.
6. According to the current testing policy, candidates can only take the LPI once. Candidates may be allowed to take the LPI again a year later if they demonstrate they have made efforts to improve their language skills (e.g., living in the country where the foreign language is spoken or taking advanced level language classes.) They must submit a written request to the Court Interpreter Program Administrator detailing the efforts they have made to be eligible to retake the LPI.

☐ **Background Check**

A criminal background check by the Maryland Judiciary is required in order to be listed on the Maryland Court Interpreter Registry and Release List.

☐ **One -Day Court Interpreter Orientation Webinar**

Once the interpreter candidate has completed and passed the above steps, they must register and attend the two-day Court Interpreter Orientation Workshop. This workshop gives the candidates an opportunity to practice the three modes of interpreting and provides candidates with an introduction to the use of wireless court interpreting equipment. Candidates review the Maryland Court Interpreter Handbook as established by the Maryland Court Interpreter Program as well as invoicing procedures. Upon completion of the workshop, candidates are placed on the Maryland Court Interpreter Registry and Release List as **“qualified”** interpreters.

□ Issuing of Court Interpreter Card

Upon completion of their first assignment, qualified interpreters will receive their court interpreter cards which will identify them as court interpreters. Court interpreter cards are NOT considered as government issued identification and will not be accepted by courthouse security as a means of official identification. Court Interpreters are not to use their court interpreter cards as their official form of identification or to bypass courthouse security. Interpreters are not to use their cards to gain access to employee entrances and/or any areas designated for authorized court personnel only. Court interpreter cards do not imply either permanent or contractual employment with the court. They are exclusively for use only inside the courthouse to facilitate quick interpreter recognition by court personnel.

□ Oral Certification Examination

As a member of the Council of Language Access Coordinators, Maryland has access to full versions of court interpreter certification examinations in the following languages: **Amharic, Arabic, Bosnian-Croatian-Serbian, Cantonese, French, Haitian Creole, Korean, Mandarin, Polish, Portuguese, Russian, Spanish, Turkish and Vietnamese.**

1. Once a candidate passes the written examination and the LPI, they may enter the Court Interpreter Registry as a qualified interpreter and are permitted to sit for the certification exam in the certifiable languages.
2. The three-part certification exam contains the following components:
 - Sight translation of a document from English into the non-English language, and of a document in the non-English language into English;
 - Consecutive interpreting from English into the non-English language, and from the non-English language into English; and
 - Simultaneous interpreting from English into the non-English language.
3. The Court Interpreter Certification Exams, testing policies, and proctoring procedures are maintained by the National Center for State Courts (NCSC). Member states may have their own requirements.
4. In order to seek reciprocity, a candidate must meet the following core requirements:
 - Complete the entire test (three sections) within one testing cycle;
 - Score at least 70% on all three sections, including both parts of the sight translation section;
 - Complete the test within one state;
 - Did not take the same version of the exam more than two times; and
 - Did not take the same version of a test form more than once in a period of ten months.

5. Candidates shall be assigned different oral examination versions each time they take a full oral examination in languages in which multiple versions exist. The different versions of an oral examination will be assigned in a manner so as to ensure that candidates take all available versions of a full oral examination in a language before being exposed to a version previously administered to that candidate. Only after all available oral examination versions have been administered to a candidate may the candidate then be given oral examination versions they have previously taken. Candidates may not take the same version of the exam more than two times.
6. Candidates must wait a minimum of six (6) months before retaking the oral examination in a language in any state or territory. This applies to candidates retaking oral examinations in languages with multiple versions, as well as candidates retaking oral examinations in languages with only one version.
7. Maryland administers the certification exam in one sitting on the first attempt but will “carry over” passing scores on two test sections, allowing the candidate to return and test only for the section they failed previously. If they don’t come back to retake the failed part within six (6) months, they must retake the whole exam. If a candidate fails two sections, they must retake the whole exam. The candidate must return and test the previously failed section within six (6) months.
8. **Effective January 1, 2022**, all interpreters qualified in the following languages: **Amharic, Arabic, Bosnian/Croatian/Serbian, Cantonese, French, Haitian Creole, Korean, Mandarin, Polish, Portuguese, Russian, Spanish, Tagalog, Turkish, and Vietnamese** who have never taken the certification exam must sit for the exam within a two-year period beginning January 1, 2022, or the date when they became listed on the Court Interpreter Registry, whichever comes first. If an interpreter does not take the certification exam during the first two-year period after becoming listed on the Court Interpreter Registry, they will be removed from the Registry.
9. **Effective January 1, 2024**, interpreters must obtain a minimum 55% score on each portion of the exam and a 55% overall score in order to continue being listed as a “qualified” interpreter. Interpreters who obtain less than 55% on each portion of the exam and less than 55% overall score are removed from the Registry. Just like with the certification exam passing score of 70%, Maryland allows to “carry over” 55% score on two test sections, allowing the candidate to return and test only for the section they received a score below 55%.
10. Interpreters who have met the minimum 55% score requirement on each portion of the exam and overall score may remain on the Registry as “qualified” for another two years during which they may take the certification exam again every six months. Interpreters may not take the same version of the exam more than two times.
11. Interpreters must pass the certification exam by the end of the four-year period. If an interpreter does not pass the certification exam during the time allotted or exhausts the number of attempts at the same version of the exam, they are removed from the Registry.

❑ Continuing Education Requirements

All qualified and certified interpreters must complete sixteen (16) Continuing Education Units (CEU) credit hours every two years and submit course information for approval prior to attending to ensure the course meets the continuing education requirements. Interpreters may take relevant courses from outside providers, as well as from the Maryland Judiciary.

Various skills building language-specific and language-neutral workshops are offered throughout the year to help interpreters improve their interpreting skills.

3. Courtroom and Assignment Protocol

3.1 Receiving Requests to Provide Interpretation Services

Who/What/Where/When/How Much: Interpreters receive requests to provide interpretation services through the scheduling platform ScheduleInterpreter. They should mark themselves as “available” or “not available” in response to requests.

When marking themselves as “available”, the interpreter agrees that, if assigned, they will be available for the event, until dismissed by the interpreter coordinator or authorized court staff. Failure to remain available for the duration of a proceeding, service, or event may result in a disciplinary action.

Conflicts of Interest: The interpreter shall immediately notify the interpreter coordinator of any potential conflicts, including any and all personal and/or professional relationships with a party, an attorney, and/or witness(es), judge, and/or court personnel, in a case for which the interpreter is assigned. If an actual or potential conflict of interest arises after the assignment commences, the interpreter shall immediately make a full disclosure to the AOC and the local court’s interpreter coordinator of all relevant facts and circumstances. If an interpreter is unsure whether a conflict exists, they should check with the AOC or the local court’s interpreter coordinator.

Required Program Participation: Refusal to respond as available to a minimum number of offered assignments per year, as indicated below, will result in removal from the public listing, and may result in an interpreter being ineligible for continuing education programs offered by the Maryland Judiciary.

SPANISH	Indicate “available” for minimum of 10 assignments in 12-month period.
ASL	Indicate “available” for minimum of 10 assignments in 12-month period.
OTHER	Indicate “available” for minimum of 6 assignments (if offered) in 12-month period.

3.2 Before the Assignment

Dress: Interpreters are expected to dress professionally. Dress should be both conservative in style and color, and bright colors or casual clothing should be avoided. Interpreters should not use heavy

perfume, cologne, make-up, or excessive jewelry. As conduits of communication, interpreters must assure that focus is placed on the courtroom participants.

Driving/Transportation/Parking: Courts expect interpreters to arrive on time, and excuses for tardiness due to getting lost, being stuck in traffic, or having difficulty finding parking will not be accepted. If working at a court location for the first time, interpreters should investigate the best driving directions, bus lines, parking availability and costs in advance. Interpreters should arrive for their assignment at least fifteen (15) minutes early to allow sufficient time for parking and passing through security at the courthouse. Interpreters should always carry a cell phone with them, as well as contact numbers for the courthouse. If it appears that a delay is unavoidable and the interpreter will be late for any reason, they must notify the court as soon as possible and keep them informed of their arrival status. Interpreters need to be aware that if a hearing was continued to a later date due to tardiness of the interpreter, the interpreter may not be paid for the assignment.

Case Preparation: With experience, court interpreters will require less preparation time for hearings that they encounter frequently, such as arraignments and plea hearings. However, new interpreters should take time to prepare, even for these routine matters. Most courts provide copies of their frequently used forms and statements of rights online, and interpreters should become familiar with these in advance. For more involved hearings that will include legal motions and witness testimony, interpreters should request copies of documents so that they can better understand the context of the proceeding, and have the opportunity to look up unfamiliar vocabulary. If such preparation cannot occur a few days prior to the assignment, it is advisable that interpreters appear early for the assignment, and use time at court to review documents and prepare accordingly.

Interpreter Tools: Court interpreters should always come prepared by bringing a pad of paper and pens for note taking, a bilingual dictionary and/or legal glossary. Interpreters should wear their court interpreter photo ID.

Requests to be Removed From an Assignment: Once assigned, the interpreter should always avoid requesting to be removed from an assignment, and should immediately contact the interpreter coordinator, if for unforeseen reasons, they are unable to keep the assignment. Depending on how much advance notice is possible, the interpreter may consider offering to assist the court in locating another interpreter. The Interpreter should never send a substitute interpreter without prior authorization by the court.

3.3 During the Assignment

Check In With Court Interpreter Coordinator: Court interpreters must check in with the court interpreter coordinator or authorized staff prior to entering a courtroom. The check-in and check-out information specific to the court location is included in the assignment confirmation and reminder e-mails. Courts will have a check-in and check-out log for interpreters to complete. Interpreters may not check in and check out over the phone or via text.

Check-In with the Courtroom Clerk: Upon entering the courtroom, the interpreter should check in with the courtroom clerk or the bailiff. The interpreter should make an introduction to the courtroom clerk in the following manner: "Hello, my name is John Smith and I am the court-appointed Spanish interpreter for case #212121." After checking in, the interpreter may use any wait time to:

- Make an introduction to the attorney representing the LEP speaker. They may ask the attorney's permission to inform the LEP speaker that they will be interpreting and will repeat in English, for the attorney's benefit, exactly what is being said in the target language.
- Inquire where the LEP speaker is from. This will enable the interpreter to be prepared for any colloquialisms or idiomatic expressions from that person's country of origin.
- If the interpreter knows the LEP speaker will be testifying, they will tell the witness that a hand signal will be used to indicate that they should pause to allow the interpreter to render the testimony into English, thereby ensuring an accurate and complete interpretation of what they just said.

The Interpreter will repeat to the attorney, in English, all statements that have been made to the LEP speaker to avoid the appearance of side conversations between interpreter and the LEP speaker. If the LEP speaker is not represented by an attorney, the interpreter may have this brief conversation in the presence of a courtroom clerk or bailiff, or may wait until the case is called and request that it be done briefly at the beginning of the case.

“Outside of the Courtroom” Interpretation: It is frequently expected that court interpreters will briefly interpret for attorney/client conversations immediately preceding and following courtroom hearings, as many decisions and important conversations occur at this time.

Where to Sit and Wait: While courts expect interpreters to arrive on time, they rarely begin all hearings as scheduled. The interpreter should not bring newspapers or magazines to read while waiting for the hearing to begin. The interpreter should not sit next to the LEP speaker, as that is often an invitation for conversation which can lead to the appearance of unethical conduct. The interpreter should sit far away from the LEP speaker, or ask the courtroom clerk or bailiff if he or she may sit in the jury box or on a chair in the inner courtroom area referred to as “the well,” an area where some attorneys typically sit and wait for cases to be called.

Credentials, Swearing-In and Oath: Interpreters should introduce themselves to the court by stating their name, language, and status on the Registry. Judges may ask interpreters questions on the record regarding their qualifications. The court is required to swear in the interpreter and administer an oath requiring the interpreter to provide a complete and accurate interpretation.

Proper Ways of Addressing Parties in Court: Be formal when addressing parties in court (i.e., ‘Your Honor’, ‘Counselor’, ‘Mr./Ms./Mx.’, ‘Doctor’, ‘Professor’).

Positioning and Volume: Unless wireless interpreting equipment is used, an interpreter is expected to stand or sit close to the LEP speaker. The interpreter should not be positioned between the LEP speaker and their attorney. Instead, they should stand or sit to the side, and slightly behind the LEP speaker. When simultaneously interpreting to the LEP speaker, the interpreter's voice should be quiet enough to avoid unnecessary noise in the courtroom, yet loud enough so that the LEP speaker can clearly hear what is being interpreted.

Simultaneous/Consecutive: Interpreters must interpret all lengthy English language proceedings in simultaneous mode using wireless equipment. The Consecutive mode of interpreting should be used during direct testimony and without the equipment.

Sight Translation of Documents: Court interpreters are frequently called upon to read and provide sight translation of texts associated with court hearings. Sight translation is an oral reading of a document from the source language into the target language. Such texts can include court forms, court

decisions, police reports, notices, medical records, and any documents from local or foreign jurisdictions. The interpreter must possess the ability to read and comprehend overall meaning and specific details of written text in working languages.

When presented with an unfamiliar document for sight translation in open court on the record interpreters should do the following:

- Request the Court's permission to scan and review the document before attempting to sight translate it.
- Inform the Court if you are ready to sight translate the document and proceed.
- Inform the Court if you are unable to sight translate the document and state the reasons which may include the length of the document, the legibility of the text, or the level of specialized vocabulary or content.

When asked to sight translate a court order or form for the limited English proficient customer, court interpreters should do the following:

- Sight translate the form word for word without adding, changing, or explaining.
- Interpreters should not fill out court forms on behalf of LEP customers.
- Interpreters may provide a written translation of the LEP's answers on a separate sheet of paper and attach to the form.

Interpretation of Audio/Video Materials: With the rise in the use of cell phones and other portable electronic devices, video and audio recordings are frequently offered into evidence in court in the form of voicemail or videos. Generally, parties are required to exchange such evidentiary materials in advance of court proceedings and provide a transcription and English translation of the recording.

In certain circumstances, particularly in emergency hearings, a judge may need to assess a recording in the language other than English without the benefit of prior transcription and translation. Thus, court interpreters may be asked to interpret audio or video recordings without prior notice. When presented with such a request, the interpreter should do the following:

- Request the Court's permission to review the recording to assess its length, number of speakers, sound quality, rate of speech, and any specialized vocabulary.
- If the file is short and clear, the interpreter should render an interpretation to the best of their ability.

Requesting Assistance from a Judge: Interpreters should remember that judges manage and control courtroom proceedings. If the interpreter needs time to consult a dictionary, request a repetition, or ask that a person speak more loudly or slowly, they must always direct the statement or request to the judge. However, this must be done in a respectful way in accordance with courtroom decorum. Should the court interpreter need to make a request or ask a question, the interpreter must always refer to themselves in the third person and state loudly and clearly, "Your honor, for the record the interpreter requests...". When an interpreter speaks in the first person using "I" or "me," the court record will inaccurately reflect that these statements or questions came from the LEP speaker. The judge will consider the interpreter's request, and the interpreter will then interpret the instructions from the judge.

If the interpreter is interpreting testimony and realizes that a mistake was made in the interpretation, it is the interpreter's duty and responsibility to correct it. They will direct such a request directly to the judge in the same manner as above. For example, the interpreter may state:

“Your Honor, for the record, the interpreter would like to make a correction.” The judge will instruct the interpreter to voice the correction, and the interpreter may state, “The interpreter interpreted ‘brother’ when it should be ‘sister’.” The record will be corrected and the testimony will proceed.

Appropriate Use of the First and Third Person During the Proceeding: When interpreting, the interpreter must accurately interpret what is stated rather than restate on behalf of someone. When an LEP speaker states to their attorney, “What will happen to me?” the interpreter will look at the attorney and say in English, “What will happen to me?” and not, “He wants to know what will happen to him.” If the LEP speaker directs questions or statements to the interpreter (“Tell the lawyer that I have to get back to work this afternoon.”), accurately and completely interpret this information to the English speaker. Interpreters must avoid any type of conversation with the LEP speaker. If the interpreter finds it necessary to engage in a conversation with the LEP, they must be sure to do so in the presence of the English speaker and interpret everything being said.

3.4 After the Assignment

“Outside of the Courtroom” or Clerk’s Office Interpretations: Following many hearings, parties are expected to complete paperwork, receive new hearing dates or make arrangements for payments, etc. It is crucial that all of these conversations are also interpreted so that LEP speakers can fully understand and participate in the court process. Once the courtroom hearing is completed, the interpreter should verify whether their services will be necessary for any such exchanges. If, alternatively, the interpreter is requested to provide additional interpreting for a time period exceeding the originally scheduled time, and/or to interpret for a non-court agency (e.g., the court asks the interpreter to accompany a defendant to undergo an alcohol evaluation at the department of probation), the interpreter should inform the interpreter coordinator.

Check-Out: The interpreter may not leave the courthouse without officially checking out with authorized court staff.

Standby Status: Interpreters may be placed on standby status if it is anticipated that their services may be needed at the assigning courthouse or nearby courthouses. If an assignment is cancelled within 24 hours, interpreters will be automatically placed on standby status in ScheduleInterpreter. The interpreter may also be placed on standby status by the interpreter coordinator on the day of the assignment if the assignment was concluded early. If placed on standby status, interpreters are expected to be available to provide additional services to the original courthouse or a courthouse within the same distance or 30 miles from their home address, whichever is greater. If the interpreter is no longer available to provide services during their paid block of time, their minimum payment for the original assignment will be reduced or forfeited. The standby status will expire at the end of the paid block of time. Interpreters can then submit their invoices.

Invoicing: The interpreter shall accurately and truthfully fill out an invoice form in ScheduleInterpreter to include the beginning and end times for the assignment. The invoice shall also be consistent with the policy for travel time, mileage, and parking reimbursement. See the invoicing procedures included in this Handbook. Invoices must be submitted within forty-five (45) days of an assignment.

Invoice Errors: If there is an error within the invoice that provides the interpreter more than what is owed, whether due to mistake, error, or omission by the AOC and/or the interpreter, the interpreter shall bring said error to the AOC's attention immediately. If Interpreter is overpaid due to an error, mistake, or omission by the AOC or the Interpreter, the Interpreter shall be responsible for remitting all funds back to the AOC within seven (7) days of discovering said error. If the Interpreter fails to remit funds to the AOC, the AOC will take any and all appropriate administrative or legal action to recover the overpayment, and review whether to end its contractual relationship with the Interpreter.

Contact Information: Interpreters agree to inform the AOC of any and all changes to their contact information, including name, address, phone number(s), and e-mail address(es), within ten (10) business days.

Non-Compliance: Non-compliance with the terms of the Handbook may result in removal from the Court Interpreter Registry and Release List.

4. Ethical Challenges in the Profession

There are two main types of challenges an interpreter encounters. The first type has to do with difficult or complex terminology, idioms, inaudible or very rapid speech and other language-related difficulties.

The second challenge is a more difficult one as ethical dilemmas are not always black and white and the answers are not readily apparent. Frequently, court staff, attorneys, and LEP speaking parties, who may not be familiar with the proper role of the interpreter, ask interpreters to perform tasks that are outside their professional role. Therefore, it is imperative that court interpreters have complete knowledge and comprehension of each of the canons in the Code of Conduct for Court Interpreters. Since the interpreter is usually interpreting for a defendant, witness or victim, it is perceived erroneously, that the interpreter is working for the non-English speaking person. However, the court interpreter is an officer of the court working for the judge. Keeping this in mind may be helpful in clarifying how to handle certain situations.

This section provides ethically challenging scenarios, all taken from real-life situations, with brief analysis and possible solutions. Some of the following examples could appropriately be resolved in other ways, particularly if the facts were modified even slightly. Keep in mind that each situation will be different. There is often a fine line regarding ethical dilemmas; if in doubt it is best to err on the side of caution.

Scenario #1: An interpreter has interpreted for a police interrogation, which was not tape recorded. The suspect is later charged with a crime, and the matter goes to trial. The prosecutor subpoenas the interpreter, requesting that they testify about statements made by the suspect during the interrogation.

Analysis: The process of interpretation requires fast cognitive processing of information, relying on short-term memory. While there may be exceptions, interpreters are typically unable to remember the specific nuances of matters for which they interpret. Even if details are retained, the Code of Conduct prohibits interpreters from publicly discussing or reporting on matters for which they have served as interpreters, and certainly should not serve as witnesses testifying to the content of the interpretation.

However, in situations such as confessions which may constitute strong evidence in proving a defendant's guilt, it is appropriate for the parties to call the interpreter of the interrogation as a witness, for purposes of putting his or her credentials in the record. If a defendant confesses in an interpreted interrogation, it is extremely relevant whether or not the interpreter was experienced and credentialed.

Recommended Course of Action: Interpreters should never ignore a subpoena. They should contact the attorney and ask what specifically they will be questioned about in court. If the attorney wants the interpreter to testify about the contents of the interrogation, the interpreter should explain the conflict they have with the Interpreter Code of Conduct. If the interpreter is still required to testify, they should bring extra copies of the Code to court.

When asked about the contents of the interrogation the interpreter should state “I am not sure that the Maryland Interpreter Code of Conduct permits me to answer this question.” This allows the judge to make a judgment call. Interpreters should follow the directions of the judge.

Scenario #2: An interpreter is called to interpret in court for a litigant who has no attorney and is representing himself. Before the proceeding begins, the interpreter introduces themselves to the litigant, identifying themselves as the interpreter. The litigant then proceeds to ask the interpreter questions requiring legal information, such as what to expect in the courtroom, how to behave in front of the judge, etc.

Analysis: While the temptation may be great to provide people with additional information and assistance, interpreters play the specific role of interpreting for the court. Interpreters are strictly forbidden from providing legal advice, and sometimes providing legal information can lead to many problems: conversations between the interpreter and litigant may give the appearance of bias; discussions about “legal information” inevitably lead to questions for “legal advice.” Court personnel and judicial officers are responsible for providing information about court proceedings, not interpreters.

Recommended Course of Action: If a non-English speaker asks an interpreter for information about the court, legal process, etc., the interpreter should reply with “I’m sorry, I’m not able to answer that question, but if we can find someone who can answer it, I will be happy to interpret for you.”

Scenario #3: An interpreter is interpreting consecutively for a witness at a jury trial. While testifying the witness becomes enraged – he shouts, makes strong hand gestures to emphasize his points, uses profanity towards the attorney, and speaks in long utterances.

Analysis: Interpreters are sworn to provide complete and accurate interpretations, ensuring that their renditions reflect precisely what was stated in the source language. Interpreters shall not omit, edit or embellish what was originally stated. If witnesses use foul language, no matter how offensive, the interpreter is expected to convey that same information in the target language. While there may not be a direct equivalent between the two languages, the interpreter should use foul language with the same meaning. Even if it is offensive to others in the room, the interpreter shall not, under any circumstance, edit what was stated.

When a witness is speaking with great emotional expression, those non-verbal cues are part of the message being communicated. However, interpreters should be careful of the degree that they include such non-verbal elements in their rendition. The interpreter’s rendition should include these non-verbal elements *only* to the degree that is necessary for the message to be accurately conveyed, and to the degree that it is necessary for others to understand. If, for example, a witness shouts a full utterance, others already hear that tone of voice. The interpreter may speak in a louder voice, but need not shout at the same volume level. Alternatively, if the witness shouts a specific word to emphasize it, the interpreter too should emphasize that word by using the appropriate voice inflection.

As a general rule, interpreters should not repeat the witness' hand gestures or facial expressions in their renditions. During consecutive interpreting, interpreters are typically positioned to the side or slightly behind the speaker, and do not have a clear view of all non-verbal communications.

Accurate consecutive interpretation depends heavily on the memory skills of the interpreter, and the longer the utterances, the more difficult it is to interpret the meaning with complete accuracy. When a speaker in the source language makes utterances that are too long for the interpreter to retain, the interpreter must ask the court for a repetition, and/or request the court to instruct the speaker to pause more frequently.

Recommended Course of Action: The interpreter should always provide a complete and accurate interpretation. They should include the same equivalent foul language in the target language, use voice inflection to indicate which words were shouted by the defendant. When the witness pauses, the interpreter should begin interpreting and continue interpreting the previous utterance up to the pause. If the previous utterance was so long that the interpreter needs to request a repetition, the interpreter should address the judge in the following manner: "Your Honor, for the record, the interpreter was unable to retain the last part of the witness' testimony. Interpreter requests that it be repeated." The judge will then instruct the witness, in English, to repeat the statement. The interpreter will interpret the judge's instructions. During testimony, it is appropriate for the interpreter to use a hand signal indicating that the witness should pause.

Scenario #4: Young and attractive female Defendant is charged with a minor driving offense. The evidence against her is strong. She speaks no English and is from the country of ABC. Interpreter Z has been hired to interpret.

Prosecutor makes a standard offer in exchange for a guilty plea. Defense Attorney explains this "deal" to Defendant, and she refuses it without explanation. Before the hearing, Defendant briefly leaves the courtroom. Defense Attorney shakes her head in frustration. Interpreter Z leans over and states: "You know, I've lived in country ABC. Their legal system is extremely corrupt. Typically, if a *deal* is offered to someone who looks like her, there's an expectation of sexual favors. That might be the cause for her hesitation."

Defense Attorney explains this to Prosecutor. When Female Defendant returns, Prosecutor clarifies aloud that this is the same offer that's made to all defendants with similar charges, there are no other expectations, and that Prosecutor is bound to follow a code of ethics. Female Defendant pleads guilty pursuant to the plea agreement.

Analysis: The role of the court interpreter is to provide complete and accurate interpretation, and to eliminate the language barrier faced by limited English proficient court customers. While some interpreters may have backgrounds and experiences that give them insight into different cultures, traditions and legal systems, as interpreters, they are not to play the role of cultural experts. Interpreters are tested and trained on their interpreting abilities, and not their knowledge of the countries and customs of the groups of people who speak the language. Interpreters are not verifiable experts on these topics. While some interpreters may have great insight and experience, their offering of such information creates a standard and expectation that all interpreters also play the role of "culture broker."

Recommended Course of Action: In this case, Interpreter Z is overstepping by intervening in the matter and offering a personal opinion. The interpreter has no personal knowledge as to the reason for the defendant's hesitation and is making assumptions. It is the attorney's responsibility to speak to her client about the deal and understand the source of the hesitation. And even if the attorney fails to do, that attorney's failure doesn't give the interpreter authorization to overstep his or her boundaries. Interpreter Z should keep these thoughts private.

5. The Maryland Code of Conduct for Court Interpreters

The role of the court interpreter is to assist the court in bringing the Limited English Proficient (LEP) speakers to an equal linguistic footing with an English speaker. In doing so, the service of an interpreter enables the court to provide equal access to justice for LEP witnesses, victims, and defendants.

Court interpreters play a critical role in the administration of justice as they transfer a message from one language to another thus ensuring access, due process and participation of all parties involved. The goal of a court interpreter is two-fold: to enable the judge, the jury, counsel, and parties involved to react in the same manner to an LEP speaker as they would to an English speaker, and to enable the LEP individual to 'hear' everything and, therefore, participate as an English speaker would.

The court interpreter must interpret the original source material without editing, summarizing, deleting, or adding, while conserving the language level, style, tone, and intent of the speaker.

The court interpreter may be the only bilingual person able to communicate with the LEP individual. This fact may complicate further the interpreter's role by creating expectations from both the LEP individual and the party with whom they need to communicate as to what the interpreter may bring to the interaction. It is common for either party to relinquish control of the conversation and pass that control to the interpreter. Such expectations and actions present ethical challenges that the interpreter needs to address. It is therefore important for the interpreter to remember that their ONLY role is to remove the language barrier by allowing true communication between the parties. The Maryland Code of Conduct for Court Interpreters were adopted by the Maryland Court of Appeals to govern the behavior of court interpreters.

PREAMBLE

In the absence of a court interpreter, many persons who come before the courts are partially or completely excluded from full participation in the proceedings because they have limited proficiency in the English language, have a speech impairment, or are deaf or hard of hearing. It is essential that the resulting communication barrier be removed, as far as possible, so that these persons are placed in the same position and enjoy equal access to justice as similarly situated persons for whom there is no such barrier. As officers of the court, interpreters help to ensure that these persons enjoy equal access to justice and that court proceedings and court support services function efficiently and effectively.

Canon 1. Accuracy and Completeness

Interpreters shall render a complete and accurate interpretation or sight translation, without altering, omitting, or adding anything to what is stated or written and without explanation.

Commentary

The interpreter has a twofold duty: 1) to ensure that the proceedings reflect precisely what was said, and 2) to place the person with limited English proficiency on an equal footing with those who understand English. This creates an obligation to conserve every element of information contained in a source language communication when it is rendered in the target language.

Therefore, interpreters are obligated to apply their best skills and judgment to preserve faithfully the meaning of what is said in court, including the style or register of speech. Verbatim, “word for word,” or literal oral interpretations are not appropriate if they distort the meaning of the source language, but every spoken statement, even if it appears non-responsive, obscene, rambling, or incoherent, should be interpreted. This includes apparent misstatements.

Interpreters should never interject their own words, phrases, or expressions. If the need arises to explain an interpreting problem (e.g., a term or phrase with no direct equivalent in the target language or a misunderstanding that only the interpreter can clarify), the interpreter should ask the court's permission to provide an explanation. Interpreters should convey the emotional emphasis of the speaker without reenacting or mimicking the speaker's emotions or dramatic gestures.

Sign language interpreters, however, *must* employ all of the visual cues that the language that they are interpreting requires—including facial and spatial grammar.

The obligation to preserve accuracy includes the interpreter's duty to correct any error of interpretation discovered by the interpreter during the proceeding.

Interpreters should demonstrate their professionalism by objectively analyzing any challenge to their performance.

Canon 2. Representation of Qualifications

Interpreters shall accurately and completely represent their certifications, training, and pertinent experience.

Commentary

Acceptance of a case by an interpreter conveys linguistic and interpreting competency in legal settings. Withdrawing or being asked to withdraw from a case after it begins causes a disruption of court proceedings and is wasteful of scarce public resources. It is therefore essential that, prior to appointment, interpreters present a complete and truthful account of their training, certification, and experience, so the officers of the court can fairly evaluate their qualifications for delivering interpreting services.

Canon 3. Impartiality and Avoidance of Conflict of Interest

Interpreters shall be impartial and unbiased and shall refrain from conduct that may give an appearance of bias. Interpreters shall disclose any real or perceived conflict of interest.

Commentary

The interpreter serves as an officer of the court, and the interpreter's duty in a court proceeding is to serve the court and the public to which the court is a servant. This is true regardless of whether the interpreter is retained publicly at government expense or privately at the expense of one of the parties.

Interpreters should avoid any conduct or behavior that presents the appearance of favoritism toward any of the parties. Interpreters should maintain professional relationships with the participants and should not take an active part in any of the proceedings.

During the course of the proceedings, interpreters should not converse with parties, witnesses, prospective, qualified, or sworn jurors, attorneys, or law enforcement officers or with friends or relatives of any party, except in the discharge of official functions. It is especially important that interpreters who are familiar with courtroom personnel refrain from casual and personal conversations that may convey an appearance of a special relationship with or partiality to any of the court participants.

Interpreters should strive for professional detachment. Verbal and non-verbal displays of personal attitudes, prejudices, emotions, or opinions should be avoided at all times.

Whenever an interpreter becomes aware that a proceeding participant views the interpreter as having a bias or being biased, the interpreter should disclose that knowledge to the appropriate judicial authority and counsel.

Any condition that interferes with the objectivity of an interpreter constitutes a conflict of interest. Before providing services in a matter, court interpreters must disclose to all parties and presiding officials any prior involvement, whether personal or professional, that could be reasonably construed as a conflict of interest. This disclosure should not include privileged or confidential information.

The following are circumstances that are presumed to create actual or apparent conflicts of interest for interpreters so that they should not serve:

1. The interpreter is a friend, associate, or relative of a party or counsel involved in the proceedings;
2. The interpreter has served in an investigative capacity for any party to the case;
3. The interpreter was retained by a law enforcement agency to assist in the preparation of the civil or criminal case at issue;
4. The interpreter or the interpreter's spouse or child has a financial interest in the subject matter in controversy or in a party to the proceeding or has any other interest that would be affected by the outcome of the case;
5. The interpreter has been involved in the choice of counsel or law firm for that case.

Interpreters should disclose to the court and other parties whenever they have been retained previously for private employment by one of the parties in the case.

Interpreters should not serve in any matter in which payment for their services is contingent upon the outcome of the case.

An interpreter who is also an attorney should not serve in both capacities in the same matter.

Canon 4. Professional Demeanor

Interpreters shall conduct themselves in a manner consistent with the dignity of the court and shall be as unobtrusive as possible.

Commentary

Interpreters should know and observe the established protocol, rules, and procedures for delivering interpreting services. Interpreters should work without drawing undue or inappropriate attention to themselves.

Interpreters should avoid obstructing the view of any of the individuals involved in the proceedings. However, the positioning of interpreters should be conducive to receiving effective communications.

Canon 5. Confidentiality

Interpreters shall protect the confidentiality of all privileged and other confidential information.

Commentary

The interpreter must protect and uphold the confidentiality of all privileged information obtained during the course of her or his duties. It is especially important that the interpreter understand and uphold the attorney-client privilege, which requires confidentiality with respect to any communication between attorney and client. This rule also applies to other types of privileged communications.

Interpreters must also refrain from repeating or disclosing information that is obtained by them in the course of their employment and that may be relevant to the legal proceeding.

In the event that an interpreter becomes aware of information that suggests imminent harm to someone or relates to a crime being committed during the course of the proceedings, the interpreter should immediately disclose the information to an appropriate authority within the judiciary who is not involved in the proceeding and seek advice in regard to the potential conflict in professional responsibility.

Canon 6. Restriction of Public Comment

Interpreters shall 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.

Canon 7. Scope of Practice

While serving as interpreters, interpreters shall limit themselves to interpreting or translating and shall not give legal advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting or translating.

Commentary

Since interpreters are responsible only for enabling others to communicate, they should limit themselves to the activity of interpreting or translating.

Interpreters should refrain from initiating communications while interpreting, except as necessary for ensuring an accurate and faithful interpretation. Interpreters may be required to initiate communications during a proceeding when they find it necessary to seek assistance in performing their duties. Examples of such circumstances include seeking direction when unable to understand or express a word or thought, requesting speakers to moderate their rate of communication or to repeat or rephrase something, correcting their own interpreting errors, or notifying the court of reservations about their ability to satisfy an assignment competently. In such instances, interpreters should make it clear that they are speaking for themselves.

An interpreter may convey legal advice from an attorney to a person only while that attorney is giving it. An interpreter should not explain the purpose of forms or services or otherwise act as counselors or advisors but, rather, merely interpret for someone who is acting in that official capacity. The interpreter may translate language on a form for a person who is filling out the form but may not explain the form or its purpose for such a person.

The interpreter should not perform acts that are the official responsibility of other court officials including, but not limited to, court clerks, pretrial release investigators or interviewers, or probation counselors.

Canon 8. Assessing and Reporting Impediments to Performance

Interpreters shall assess at all times their ability to deliver their services. When interpreters have any reservation about their ability to satisfy an assignment competently, they shall immediately convey that reservation to the appropriate judicial authority.

Commentary

Interpreters should notify the appropriate judicial authority whenever the communication mode or language of the persons with limited English proficiency cannot be interpreted readily.

Interpreters should notify the appropriate judicial authority about any environmental or physical limitation that impedes or hinders their ability to deliver interpreting services adequately (e.g., the courtroom is not quiet enough for the interpreter to hear or be heard, more than one person at a time is speaking, or principals or witnesses are speaking too rapidly for the interpreter to interpret adequately). Sign language interpreters must ensure that, prior to commencement of the proceeding, they are positioned visually in the most appropriate position for the deaf or hard of hearing person to convey and receive the communication. The proceeding should not begin, even by permitting the attorneys to identify themselves for the record, until the sign language interpreter is positioned properly. Immediately after the attorneys have identified themselves, the interpreter oath should be administered, regardless of the type of proceeding.

Interpreters should notify the presiding officer of the need to take periodic breaks to maintain mental and physical alertness and to prevent interpreter fatigue. Interpreters should recommend and encourage the use of a relay interpreter and/or interpreter teams as necessary.

Interpreters are required to inquire as to the nature of a case before accepting an assignment. This enables interpreters to match their professional qualifications, skills, and experience more closely to potential assignments, to assess more accurately their ability to satisfy those assignments competently, and to identify any personal bias arising from the nature of the case.

Even competent and experienced interpreters may encounter situations in which routine proceedings involve unanticipated technical or specialized terminology unfamiliar to the interpreter (e.g., the unscheduled testimony of an expert witness). When such instances occur, interpreters should request a recess for a sufficient amount of time to familiarize themselves with the terminology. If familiarity with the terminology requires extensive time or more intensive research, interpreters should inform the presiding officer.

Interpreters should refrain from accepting a case whenever they feel the language or subject matter of that case is likely to exceed their skills or capacities. Interpreters should feel no compunction about notifying the presiding officer if they feel unable to perform competently, due to lack of familiarity with terminology, lack of preparation, or difficulty in understanding a witness or defendant.

Canon 9. Duty to Report Ethical Violations

Interpreters shall report to the proper judicial authority any effort to impede their compliance with any law, any provision of this Code, or any other official policy governing court interpreting and legal translating.

Commentary

Since users of interpreting services frequently misunderstand the proper role of the interpreter, they may ask or expect the interpreter to perform duties or engage in activities that run counter to the provisions of this Code or of laws, regulations, or policies governing court interpreters. It is incumbent upon the interpreter to inform such persons of his or her professional obligations. If, having been apprised of these obligations, the person persists in demanding that the interpreter violate them, the interpreter should ask a supervisory interpreter, a judge, or another official with jurisdiction over interpreter matters to resolve the situation.

Canon 10. Professional Development

Interpreters shall continually improve their skills and knowledge and advance the profession through activities such as professional training and education and interaction with colleagues and specialists in related fields.

Commentary

Interpreters must continually strive to increase their knowledge of the languages in which they work professionally, including past and current trends in technical, vernacular, and regional terminology as well as their application within court proceedings.

Interpreters should keep informed of all statutes, rules of courts and policies of the judiciary that relate to the performance of their professional duties.

Interpreters should seek to elevate the standards of the profession through participation in workshops, professional meetings, interaction with colleagues, and reading of current literature in the field.

Canon 11. Compliance

After notice and a reasonable opportunity to respond, the Administrative Office of the Courts may remove an interpreter from the list of court interpreters.

6. Interpreter Complaint Protocol

6.1 Introduction

The Maryland Judiciary provides court interpreters for hearings and proceedings conducted in court, as well as certain court-related services and events, at no cost, for individuals who are parties or witnesses in civil, criminal, and juvenile proceedings. For information on duties and responsibilities of court interpreters, please read the brochure *“How to Work Effectively with Court Interpreters”* published by the Maryland Judiciary. Court interpreters are trained to conduct themselves in a manner consistent with *The Maryland Code of Conduct for Court Interpreters*.

6.2 Complaint

Any person concerned about the performance or conduct of a court-appointed interpreter may file a complaint by filling out the Interpretation Services Feedback Form and submitting it to the Court Interpreter Program (CIP) administrator at the address provided on the form. Complaints must include the complainant’s name and contact information, the date and time of the hearing or event, the name of the court, and a statement providing details about the complainant’s concerns.

6.3 Answer

The interpreter shall be sent a copy of any written complaint filed against them. The interpreter shall answer the complaint within 30 days of the date the complaint was sent to them. Allegations not answered within the time allowed will be considered true and accurate by default and appropriate actions will be taken.

The interpreter shall be notified whether any change in their status on the Court Interpreter Registry will occur, pending the investigation of the complaint. While a complaint is pending, the CIP may either allow the interpreter to accept court assignments or temporarily suspend the interpreter from the Registry. If the interpreter is temporarily suspended from the Registry, pending the investigation, the CIP shall update all court staff who are in charge of assigning interpreters.

6.4 Investigation

CIP staff will evaluate all available information concerning the complaint, including but not limited to: reviewing documentation; interviewing the interpreter, complainant, witnesses, and court staff; and reviewing audio files of the proceedings, if available. The following factors will be taken into consideration when investigating the complaint:

- a) The nature of the misconduct or interpreting error;

- b) The potential or actual damage caused by the interpreter's misconduct;
- c) The existence of aggravating or mitigating factors.

6.5 Decision

At the conclusion of the investigation and after consulting with the members of the Language Access Subcommittee, CIP staff will make a final determination as to the appropriate disposition.

If it is determined that there are grounds for discipline or remedial actions, an appropriate action will be taken. Such action may include, but is not limited to: issuing a reprimand and action plan that requires the interpreter to complete a series of steps in order to be remain on the Registry; removing the interpreter from the Registry for a specified period of time; or removing the interpreter from the Registry permanently.

The interpreter and complainant will be notified of the outcome in writing.

7. Continuing Education Compliance Requirements

7.1 Purpose

Continuing education (“CE”) and compliance requirements for court interpreters have the following purposes:

- To ensure that certified and eligible interpreters maintain and improve the knowledge, skills, and abilities required to perform their responsibilities competently, fairly, and efficiently.
- To promote adherence to the highest standards of official conduct, as stated in the Maryland Code of Conduct for Court Interpreters and in Maryland Rule 1-333.
- To ensure that certified and eligible interpreters listed on the Court Interpreter Registry stay actively engaged in the field of court interpreting by attending classes and workshops designed to improve their interpreting skills.
- To help improve the administration of justice, reduce court delays, and promote efficient court proceedings by ensuring that only qualified certified or qualified interpreters serve as official court interpreters in the Maryland courts.

7.2 Continuing Education Requirements

Effective January 1, 2016, **all certified and qualified spoken language interpreters** must meet continuing education requirements established by the Administrative Office of the Courts in order to remain listed on the Court Interpreter Registry. Sign language interpreters must meet CE requirements required by the Registry of Interpreters for the Deaf.

All spoken language interpreters are required to complete 16 hours of continuing education hours within a two-year compliance period. The continuing education compliance period is two full calendar years. The compliance period will always start on January 1 or July 1 of the first year right after the interpreter became listed on the Registry.

*For example, the compliance period for all certified and qualified interpreters listed on the Court Interpreter Registry as of January 1, 2016 is **1/1/2016-1/1/2018**. The compliance period for the interpreters who become listed on the Registry in June 2016 is **7/1/2016 – 7/1/2018**. The compliance period for the interpreters who become listed in January 2017 is **1/1/2017 – 1/1/2019**.*

Each hour of participation in an education activity shall be counted as one hour of CE credit. CE credit is approved at a minimum of one hour. Check-in and lunch times are not included. To receive credit, the attendee must attend the entire activity for the duration of the claimed CE hours. **A maximum of 8 credit hours per single activity will be granted.** Partial attendance does not qualify for CE credit.

Important: Out of the 16 required CE hours, a minimum of **three CE hours must be on court interpreter ethics in any given compliance period.**

7.3 General Guidelines to Obtain Continuing Education Credits

Continuing education refers to specifically defined activities in which the interpreter participates **after** being listed on the Court Interpreter Registry as a certified or qualified interpreter. The educational activity must be relevant to court interpreting and must be designed to enhance the interpreter's ability to perform interpreting for the courts competently and efficiently. Please see Section 7.5 *Suggestions for Court Topics for Continuing Education* for possible areas of study.

The educational activity **must be instructor-led, either in person or online**, and at least one hour in length. Anticipated learning outcomes (new skills, knowledge, or abilities) must be identified before the education activity begins. A maximum of 8 hours per activity can be granted.

For examples of pre-approved providers of educational activities, please see Section 7.6. If an interpreter is not sure whether an educational activity qualifies for CE, they should contact the Court Interpreter Program staff for approval **before registering for the event**.

7.4 Process to Submit Continuing Education Credits

Certified and qualified interpreters are required to submit information and upload copies of CE certificates in ScheduleInterpreter **by January 1 or July 1** at the completion of their CE biennial compliance period. Interpreters can submit their certificates on an ongoing basis as they receive them from CE providers. The system will alert the Court Interpreter Program staff when an interpreter submits 16 CEUs. The interpreter's submissions will be reviewed by a member of the CIP staff and the interpreter will receive a notification from ScheduleInterpreter when their CEUs are approved. It is the interpreter's responsibility to keep track of the courses they attended (including the Maryland Court Interpreter Program courses) and request certificates from continuing education providers.

Certified and qualified interpreters are required to list the continuing education activities for each compliance period. Proof of attendance is required and must be attached to the submission. Suitable proof of attendance includes certificates of successful completion (must contain the number of CE hours) and official transcripts from accredited colleges and universities. A signature on a sign-in sheet and/or proof of payment for an educational activity are not accepted as proof of attendance.

Interpreters who do not meet the continuing education requirements by the end of their compliance period will be placed on "inactive" status and **temporarily** removed from the Court Interpreter Registry. Although an interpreter's "certified" or "qualified" status will not be revoked, they will not be allowed to interpret in the Maryland courts until all CE requirements are fulfilled.

Once an interpreter fulfills the CE requirements, they will be reinstated on the Court Interpreter Registry and Release list and allowed to accept court assignments. An interpreter who would like to be reinstated on the Court Interpreter Registry must complete 16 CE hours for each two-year period they were on "inactive" status.

7.5 Suggestions for Course Topics for Continuing Education

Any **instructor-led onsite or online** activity that involves the acquisition or improvement of interpretation and/or language skills and knowledge of court-related topics.

Interpreting Skills

- Consecutive, simultaneous, and sight translation skills
- General, legal, court-related, medical vocabulary building
- Note-taking skills
- Enhancing memory skills
- Accent reduction and voice projection
- Correct pronunciation
- Court Interpreter Certification exam preparation
- Legal translation
- Advanced English

Specialized Knowledge Areas

- Street slang and idioms
- Forensic pathology
- Law enforcement jargon
- Criminal or civil procedure
- Drugs
- Fingerprints
- Weapons and ballistics
- DNA terms
- Medical terms
- Immigration terms
- Automotive terms
- Regionalisms
- Financial and banking terms
- Sex offenses
- Drug and alcohol testing
- Business and contract terms

Court Proceedings and General Law

- Criminal, civil, and juvenile proceedings
- Mental health proceedings
- Domestic violence
- Mediations
- Family law
- Probation/parole

7.6 Examples of Providers and Continuing Education Activities

A qualified provider of continuing education is a government agency, partnership, corporation, association, organization, or an educational institution that delivers workshops, courses, programs, webinars, and other educational activities directly related to court interpreting and court proceedings.

Below are examples of educational activities:

Any onsite or online instructor-led workshop offered by:

- The Maryland Court Interpreter Program, except for the Introductory and Orientation workshops
- A member state of the Council for Language Access Coordinators (CLAC) except for introductory workshops and orientations offered to interpreter candidates.
- The American Translators Association
- The National Association of Judiciary Interpreters
- A local chapter of ATA and NAJIT
- An accredited college or university
- A professional not-for-profit organization or a private company specializing in interpreter training.

Continuing education credits are not given for the following:

- Self-study (including ACEBO or any other audio and video interpreter training materials)
- Group study
- Teaching an interpreter workshop or course
- Observing hearings and shadowing an interpreter
- Mentoring a new interpreter

For step-by-step instructions on how to enter CEUs in ScheduleInterpreter, please visit the Court Interpreter Program page at: <https://www.courts.state.md.us/interpreter>

Click on “Registered Interpreters Only” on the left.

Contact the CIP Program at interpretermd@mdcourts.gov for username and password.

8. Invoicing Policy

8.1 Introduction

The Administrative Office of the Courts (AOC) has established a statewide uniform Court Interpreter Invoicing Policy for freelance court interpreters listed on the Maryland Court Interpreter Registry and Release List. When accepting an interpreting assignment from the Maryland Judiciary, an interpreter shall adhere to this Court Interpreter Invoicing Policy and have the proper training and skills to perform interpreting services in a professional and competent manner. Non-compliance with the Court Interpreter Invoicing Policy shall be grounds for removal from the Court Interpreter Registry and Release List.

This Handbook will be periodically updated to reflect changes in the Policy. Should you have any questions about the Policy, contact the Court Interpreter Program at interpretermd@mdcourts.gov.

8.2 Payment Rates

Interpreter rates should be strictly followed. No special arrangements can be made for higher rates. Any special rate must be authorized by the AOC. In Maryland, there are four tiers of court interpreters.

- a) **Spoken Language Court Certified: \$60 per hour.** The rate for services of an interpreter listed in the Administrative Office of the Courts (AOC) Court Interpreter Registry as court certified is \$60 per hour. Those spoken languages where certification is possible include: Amharic, *Arabic*, *BCS (Bosnian/Croatian/Serbian)*, *Cantonese*, *French*, *Haitian Creole*, *Korean*, *Mandarin*, *Polish*, *Portuguese*, *Russian*, *Spanish*, *Turkish*, and *Vietnamese*.
- b) **American Sign Language (ASL) Certified: \$80 per hour.** ASL (American Sign Language) interpreters **must be certified** by the Registry of Interpreters for the Deaf (RID) and will be paid a rate of \$80 per hour.
- c) **ASL Specialist Certificate: Legal (SC:L). \$85 per hour.** Holders of this specialist certification demonstrated specialized knowledge of legal settings and greater familiarity with language used in the legal system. These individuals are recommended for a broad range of assignments in the legal setting. Interpreters who are certified RID and also hold the SC:L certification will be paid \$85 per hour.
- d) **Spoken Language Qualified (Certifiable Languages): \$45 per hour.** This rate is for interpreters in the languages that have a certification test available, but the interpreter has not passed the certification test. These languages include Amharic, *Arabic*, *BCS (Bosnian/Croatian/Serbian)*, *Cantonese*, *French*, *Haitian Creole*, *Korean*, *Mandarin*, *Polish*, *Portuguese*, *Russian*, *Spanish*, *Turkish*, and *Vietnamese*.
- e) **Spoken Language Qualified (Non-certifiable Languages): \$50 per hour.** The rate for services of an interpreter in languages “not available for certification by the AOC” is \$50 per hour. This includes all languages not listed in item 2 above.

8.3 Payment Minimum

4-Hour Minimum Payment

Interpreters are guaranteed a 4-hour minimum payment for a half-day in-person event in the morning or in the afternoon.

8-Hour Minimum Payment

Interpreters are guaranteed an 8-hour minimum payment only for in-person events scheduled to last all day.

Minimum Payment for Video-Remote Interpretation (VRI); Over-the-Phone Interpretation (OPI); and After Hours Assignments

For video, over-the-phone, and after hours and weekend assignments, depending on the type of the event, courts may apply the 2-hour, 4-hour, or 8-hour minimum payment guarantee at their discretion.

Minimum Payment and Assignment Length

Interpreters are expected to remain for the duration of the entire paid block of time unless released by the interpreter coordinator or designated court staff. If the interpreter leaves while their services are still needed, their minimum payment guarantee may be reduced. Interpreters must ensure they do not have a scheduling conflict before accepting an assignment. Interpreters must not schedule additional assignments during the day if they accept an all-day 8-hour minimum payment assignment. If a four-hour morning assignment is significantly delayed and the interpreter has another assignment in the afternoon in a Maryland court, the interpreter must inform the interpreter coordinator or courtroom clerk so the court staff can make arrangements with the other courthouse or release the interpreter. If an 8-hour minimum payment event continues beyond eight hours, and the interpreter is unable to stay, they must inform court staff as soon as possible so a substitute interpreter can be secured.

- a) Interpreter payments are “rounded” to the next quarter hour after the hourly minimum has been met. (Example: assignment end time 1:25 p.m. is rounded to 1:30 p.m.)
- b) Interpreters must enter the actual end time rather than the end time of the paid minimum hours when submitting invoices.
- c) When guaranteed an 8-hour minimum payment, interpreters must enter lunch time or “no lunch taken” in the invoice comment field if the event lasted longer than 8 hours. If the event lasted 8 hours or less, no references to lunch time should be entered.
- d) The established hourly rate is not subject to negotiation.
- e) The Court Interpreter Program may authorize expenses for hotel accommodations and ride share when deemed necessary to ensure interpreter coverage. Interpreters must request authorization in writing and must attach approval from the Court Interpreter Program to the invoice in ScheduleInterpreter.

8.4 Payment for Travel

Interpreters are compensated for mileage at the authorized rate regardless of the distance. Interpreters are paid for travel time only if they travel 30 miles one-way from their residence to courthouse. If an interpreter travels to multiple courthouses, the interpreter qualifies for travel time reimbursement for each leg if the total mileage that day is 60 or more miles. Travel time is compensated at 50 percent of the interpretation rate. Mileage and travel time charged should correspond exactly with what is shown by the AAA TripTik to be the correct distance and time. This policy will be strictly enforced.

- a) The AAA TripTik at <https://triptik.aaa.com/home/index.html> is designated as the official platform to calculate mileage and travel time to ensure a consistent standard for court interpreter invoices throughout the Maryland Judiciary. No other sources of travel information will be accepted. Interpreters must attach a AAA TripTik cover sheets to their invoices when billing for travel time and mileage in ScheduleInterpreter.

The print-out must contain mileage and travel time (if applicable) from any of the following:

- i. **If the interpreter has only one onsite assignment for the day:** the printout should contain travel information from home to courthouse one-way only (entered twice when submitted in ScheduleInterpreter).
 - ii. **If the interpreter has two onsite assignments for the day:** the printout should contain travel information from home to courthouse A for the first assignment; from courthouse A to courthouse B and from home to courthouse B for the second assignment.
- b) Interpreters will not be reimbursed for traveling back home in between onsite assignments within one day.
- c) Invoices that contain excessive travel fees will be returned to the interpreter for correction.
- d) Interpreters do not need to submit the full TripTik directions and/or map. All documents must be submitted in PDF format. A photo of a parking receipt must be saved as a PDF document before uploading in SI.
- e) Parking receipts are required for parking fees higher than \$5.

Example: Parking fee \$5 – receipt not required
 Parking fee \$5.50 – receipt required
- f) Any adjustments that increase the mileage and/or travel time are not permitted.
- g) Interpreters may not artificially “round up” to 30 miles in order to qualify for the travel time rate. If AAA Triptik states mileage as 29.5 miles one-way, the interpreter will NOT qualify for travel time and will only invoice at $29.5 \times 2 = 59$ miles. If TripTik states the mileage as 30 or more miles one-way, the interpreter will qualify for compensation for the travel time indicated on the printout (multiplied by 2 and rounded to the next quarter).

Example: If an interpreter travels 29 miles one way according to TripTik, the interpreter should not enter travel time in ScheduleInterpreter.

If an interpreter travels 30 miles one way and according to TripTik, the interpreter should enter travel time in ScheduleInterpreter.

If an interpreter travels to multiple courthouses, the interpreter qualifies for travel time reimbursement for each leg if the total mileage that day is 60 or more miles. Round trip travel time is automatically rounded up to the nearest quarter hour in quarter hour increments in ScheduleInterpreter.

For detailed on instructions on how to submit invoices in ScheduleInterpreter, go to:

<https://www.courts.state.md.us/interpreter/interpreters>

8.5 Payment for Individual Interpreters

Interpreters in the State of Maryland are considered to be “vendors.” Vendors who provide court interpreter services are also commonly known as “freelancers.” Vendors are paid a set rate per hour, plus some qualifying expenses but no additional benefits. The vendor is responsible for their own taxes, health insurance and retirement. This relationship is considered to be “at will” and no employer/employee relationship is established.

- a) The Administrative Office of the Courts reviews and processes interpreter invoices once they are approved by a court official in the courthouse where the services were rendered.
- b) An interpreter has an obligation to notify the court of their unavailability to perform the interpreting assignment at the earliest opportunity. Once an interpreter accepts an assignment, the interpreter may not substitute another interpreter to perform the assignment without prior approval from the courthouse coordinator or AOC Court Interpreter Program Office staff.

8.6 ScheduleInterpreter Invoicing Format

For invoicing purposes, all interpreters **must** use the current version of form CC-DCA 087 generated by the ScheduleInterpreter platform. No other invoice forms will be accepted. For information on how to submit invoices through ScheduleInterpreter, please contact the Court Interpreter Program at interpretermd@mdcourts.gov.

- a) Interpreters must submit invoices no later than 45 days from the assignment date. If the interpreter submits an invoice outside of the 45-day period, a written approval from the Court Interpreter Program staff must be attached or the invoice will be rejected in ScheduleInterpreter.
- b) All case information, including names, case number, and the type of proceeding will be populated in the ScheduleInterpreter. The interpreter is responsible for entering the end time of the assignment, travel time and mileage, if applicable, and miscellaneous expenses.
- c) Once an interpreter invoice is submitted for approval via the ScheduleInterpreter platform, it is reviewed, approved, and submitted for payment to the Administrative Office of the Courts. The Administrative Office of the Courts reviews the invoices and submits them to the Office of the Comptroller of Maryland for payment. The State Comptroller is then responsible for issuing payment to the vendor.

- d) Invoices relating to services rendered to the Public Defender, law enforcement, or the State's Attorney Offices are not paid by the Administrative Office of the Courts. These are independent state agencies with separate budgets and their own finance departments.
- e) Interpretation companies will submit a fillable PDF version of the CC-DCA 87 invoice. The interpreter's name, language, and the interpreter's verifiable home or starting address must be included on the invoice. All invoices must be signed digitally. No hand corrections are allowed on the invoice.

8.7 Cancellation and Lateness Policies

The current cancellation policy provides payment of 2, 4, or 8-hour minimum payments when an interpreting event is cancelled **with less than 24-hour notice**. Weekends and official holidays are not included.

- a) If an onsite or remote assignment is cancelled within 24 hours, interpreters will be automatically placed on standby status in ScheduleInterpreter. The interpreter may also be placed on standby status by the interpreter coordinator on the day of the onsite or remote assignment if the assignment was concluded early. If placed on standby status, interpreters are expected to be available to provide additional services to the original courthouse or a courthouse within the same distance or 30 miles from their home address, whichever is greater. If the interpreter is no longer available to provide services during their paid block of time, their minimum payment for the original assignment will be reduced or forfeited. The standby status will expire at the end of the paid block of time. Interpreters can then submit their invoices.
- b) If an interpreter is allowed to leave the original courthouse, but is still on standby status, they must be available and willing to return to the to the contracting courthouse or a courthouse within the same distance or 30 miles from their home address, whichever is greater, during the entire hourly minimum payment period. An interpreter may invoice for mileage, travel time, and miscellaneous charges, if applicable, when they return to the courthouse.
- c) Cancellations due to inclement weather conditions, acts of nature, acts of God, riots, pandemics, or other reasons **beyond the control of the courts** are not reimbursable. It is the interpreter's responsibility to watch for announcements on court closings due to emergencies or inclement weather and check the courts' websites for updates.
- d) **Interpreters must inform their court interpreter coordinators if they are going to be late for the assignment.** Should the interpreter arrive after the start time, payment may be reduced to reflect a subtraction of the amount of time lost due to lateness. If the interpreter arrived late, and the hearing was completed before the interpreter arrived or rescheduled due to the interpreter's lateness and the interpreter delivered no interpreting services, they receive no payment for the assignment.

8.8 Overlapping Billable Hours

AN INTERPRETER MUST NEVER INVOICE FOR THE SAME BILLABLE HOURS. **Double invoicing is considered a serious violation and will result in suspension or permanent removal of an interpreter from the Registry.**

Example: An interpreter was assigned to a 9:00 a.m. 4-hour minimum payment assignment and was released at 9:30 a.m. and placed on standby. The interpreter then is assigned to another event at 10:30 a.m. in a nearby courthouse. The second assignment was completed at 12:30 p.m. The invoice for the second assignment should only include mileage and travel time, if applicable. If the second assignment goes over the initial 4-hour minimum payment, the interpreter may invoice for the additional time worked rounded to the next quarter hour.

Note: On rare occasions, if a morning assignment carries over in the afternoon, an additional minimum payment (2 or 4 hours) for the afternoon portion of the assignment may be authorized by the Court Interpreter Program staff.

8.9 Submitting the Interpreter Invoice (Form CC-DCA 087 in ScheduleInterpreter)

Registry interpreters must submit interpreter invoices through the ScheduleInterpreter platform. Invoices submitted outside of ScheduleInterpreter will not be accepted. All fields on CC-DCA 87 invoice form are automatically filled in based on the information entered by the coordinator and interpreter.

Interpretation companies must submit a PDF-fillable copy of the CC-DCA 87 outside of the ScheduleInterpreter. They must type in fields manually using the information received from the coordinator and interpreter. Hand-written or signed invoices will be returned. Invoices should not contain errors, omissions, or hand corrections.

For step-by-step instructions on how to submit invoices in ScheduleInterpreter, visit the Court Interpreter Program page at: <https://www.courts.state.md.us/interpreter>

Click on “Registered Interpreters Only” on the left

Contact the CIP Program at interpretermd@mdcourts.gov for username and password.

8.10 Electronic Funds Transfer (EFT)

Vendors who provide services to the Maryland Judiciary, including freelance interpreters and agencies, can sign up to receive electronic funds transfer (EFT). This is fully voluntary and not required. However, although not guaranteed, this method can expedite receipt of payment by as much as one week. All vendors are encouraged to sign up for EFT for their convenience. Sign up for EFT directly with the Office of the Comptroller of Maryland at the following site:

http://comptroller.marylandtaxes.com/Vendor_Services/default.shtml.

8.11 Payment Tracking

All vendors can access information regarding any payments received from the Office of the Comptroller, General Accounting Division

<https://interactive.marylandtaxes.gov/extranet/gad/gadlogin/login.asp> regardless of whether they choose to sign up for automated payment or not.

CompNet allows vendors to see processed payments and tax related information, which is particularly useful for completing quarterly estimated tax returns and annual tax returns.

8.12 Errors

Prior to submission to the AOC, an interpreter shall review the invoice for accuracy. If there is an error in the invoice or in the payment, whether due to mistake, error or omission in Schedule Interpreter by the individual interpreter, or an agency, the interpreter or agency shall bring the error to the attention of the AOC immediately. The AOC will likewise inform the interpreter if they become aware of an error in the invoice or in the payment. If the interpreter or agency is overpaid due to an error, mistake or omission, the interpreter or agency shall be responsible for remitting all funds back to the AOC within seven (7) days of being notified about the error. If an interpreter or agency fails to remit funds in accordance with this policy, the AOC shall take any and all appropriate administrative or legal action to recover the overpayment. Failure to comply with this policy may result in removal from the Maryland Court Interpreter Registry. The AOC reserves the right to modify invoices and payments to correct errors.

8.13 Recordkeeping & Audits

The interpreter or agency must maintain appropriate records for all invoices and payments, for a period of three (3) years, and shall make all records available for inspection and audit by authorized representatives of the State of Maryland and/or the AOC.