

## King County District Court

### Policy Statement

**Policy Name:** Interpreter Payment Procedures

**Policy No.** OPR-2013-2

**Proposed by:** Executive Committee

**Date Proposed:** June 21, 2013

**Adopted by:** Executive Committee

**Date Adopted:** June 21, 2013

**Effective Date:** June 21, 2013

#### Other Policies Affected:

**Replaces:**

**Amends:** **OPR-2011-3**

**See also:**

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The guidelines for paying interpreters are set forth in the attached King County District Court Interpreter Payment Procedures. These procedures do not apply to contracts the court may have with tele language firms.

## KING COUNTY DISTRICT COURT INTERPRETER PAYMENT PROCEDURES

### I. Intent

The intent of this policy is to establish consistent and comprehensive payment practices for freelance court interpreters, while allowing District Court flexibility when needs arise. Freelance interpreters are independent contractors, not employees of District Court, and this policy does not change their status as independent contractors.

- a. The Court will provide interpreters for the hearing impaired persons in civil and criminal cases per RCW Ch. 2.42.
- b. The Court will provide interpreters for non-English speaking persons in civil and criminal cases per RCW Ch. 2.43.
- c. District Court reserves the right to exclude an interpreter from assignments. The Interpreter Coordinator will notify the interpreter of the exclusion. This decision may be reviewed at the Chief Presiding Judge's discretion

### II. Interpreter's Responsibilities

- a. When accepting an assignment from District Court, freelance interpreters are expected to have the proper training and skills to perform their interpreting services in a professional and competent manner. If required by the Court for any reason, the interpreter shall provide such documentation as may be requested, including but not limited to, certification by the AOC.
- b. In accepting assignments from District Court, interpreters agree to abide by all applicable rules of decorum, to dress in appropriate professional attire, to report on time, and to abide by the Code of Conduct for Court Interpreters (GR11).
- c. In accepting assignments from District Court, interpreters agree to make themselves available to the court for a minimum of two hours for all jobs, other than jury trials which are for a minimum of four hours.

### III. Hourly Rate

Payment for interpreter services is subject to the following policies. These policies can be modified only in extraordinary circumstances and only with the prior written authorization of the Chief Presiding Judge or designee.

- a. Qualified \$40 per hour
- b. Registered \$45 per hour
- c. Certified \$45 per hour
- d. Holiday/weekend/City of Duvall Evening Calendar \$10 over and above the rates. (Refers to evening Calendars at the City of Duvall at Redmond Courthouse only.)
- e. American Sign Languages Sign and Captioner rates by individual agreement.
  1. Jury trials or bench trials lasting more than 2 hours necessitate two ASL interpreters to be present. Each will submit individual invoices for payment of the same job.
- f. The Court reserves the right to modify its payment and mileage policies. For example, the Court may modify the rate for an interpreter in an uncertified language if the Court

finds it is difficult to retain highly qualified interpreters in that language. Any modification must be approved by the Chief Presiding Judge or designee.

#### IV. Payment Process

The interpreter is not authorized to leave the assigned location before the end of the assigned time unless Court Management has released the interpreter. If the interpreter leaves prior to the assigned time without authorization, the interpreter will be paid only for the actual amount of time spent interpreting. Interpreters accepting assignments with District Court will keep their calendars open for additional District Court assignments within the same 2 or 4 hour minimum period.

- a. The Court will pay for actual time spent (rounded to the nearest fifteen (15) minute interval) in providing interpreter services including waiting time from the assigned time of arrival until the completion of the services for that event. Interpreters will not be paid during the lunch break when they are released by the court from service. The interpreter will be paid for a minimum of two-hours service for the first appointment of the day. A minimum of 30 minutes will be paid to interpreters providing telephonic interpretation. The minimum payment may be reduced, however, for any of the reasons listed in this policy. If a service is for more than 2 hours, payment will be based on actual time incurred, rounded to the nearest fifteen (15) minute interval. However, any part of a subsequent appointment which occurs during the initial 2 hours of service, shall not be separately-paid and shall be included in the two-hours minimum-pay
- b. The Seattle location has courtrooms in the King County Courthouse and King County Correctional Facility which are within close proximity of each other. These are to be billed as one location. Jobs completed within the two-hour minimum are to be included on one invoice, not invoiced separately.
- c. If an interpreter arrives more than 15 minutes after the scheduled start time of their assignment start time and if the interpreter delivers no interpreting services, the interpreter shall not be paid. If an interpreter arrives more than 15 minutes after the scheduled start time of their assignment start time and if the interpreter does provide interpreting services, the interpreter will only be paid for the actual time their services were provided. Interpreters who are late or fail to appear for their assignments on three (3) or more occasions in six months may have their access to the King County Court's Interpreter Web suspended for a designated period of time, or revoked permanently, so as to be ineligible for future assignments with District Court. This decision may be reviewed at the Chief Presiding Judge's discretion.

#### V. Travel Time

Interpreters requested to work at two or more District Court locations on the same day will be paid in the following manner:

- a. Interpreters working at multiple sites, more than 15 miles apart, during the morning or multiple sites, more than 15 miles apart, during the afternoon shall be compensated a total of \$35.00 for travel time and mileage.
- b. Interpreters working at one location in the morning and a different location in the afternoon will **not** be paid for travel time or mileage between locations.

## VI. American Sign Language

Sign Language interpreters for hearing impaired jurors will be paid as follows:

- a. If a hearing impaired juror serves four days or fewer, the Court will pay for four days, less any time the interpreter was able to perform other work. In the event the Court excuses the interpreter prior to the completion of four days of service, the Interpreter must provide a written statement to the Court stating they were unable to secure replacement work for any of the cancelled time in order to be paid for four days
- b. When an interpreter is scheduled for matters lasting more than one (1) day, e.g. trials, each day is considered a separate assignment for purposes of cancellation, and follows the cancellation policy on a day-by-day basis.

## VII. Attorney Client Interviews

- a. Interpreter services for attorney client interviews will be paid at the minimum of 30 minutes.
- b. The Court may order interpreter services for the purpose of interviewing non-English speaking defendants or witnesses for non-indigent defendants. The defense counsel must submit to the Court the invoice with a copy of the Court Order authorizing services at public expense. No payment will be made without the original invoice. "Agreements to Pay" submitted in lieu of an invoice will not be paid.

## VIII. Cancellation Policy

In the event of cancellation by the Court, the interpreter will only receive payment for reserved time as follows:

- a. **No payment shall be made if the interpreter is notified more than 24 hours prior to the start time** of the requested service that the interpreter services are no longer needed (excluding weekends and judicial holidays). Example: The interpreter has accepted an assignment for Monday, starting at 9:30 AM. If the Court cancels this assignment at 9:00 AM on Friday, the interpreter may not invoice the Court for that assignment.
- b. The interpreter is deemed advised of a cancellation when the Court's designated official delivers notice of a cancellation to the email address provided by the court interpreter, by voicemail at the phone number provided by the court interpreter, or with a representative of the court interpreter. Notification of cancellation is not based on the time when the court interpreter actually hears or reads the message.
- c. If insufficient notice of cancellation is given, the Court will pay the interpreter for the minimum of two hours for all jobs other than jury trials. Jury trial jobs will be paid with a four hour minimum.
- d. Interpreters have been directed to call the Court's emergency hotline, (206) 296-6820, for the status of the Court's operating hours during an emergency. If the Court is closed or has reduced hours which impact the assignment for interpreter services, the interpreter scheduled during this time will not be compensated for the assignment cancelled due any emergency condition, including, but not limited to, adverse weather, natural disaster, fire, or any threat to courthouse security. The cancellation for any emergency condition is entirely at the discretion of the Chief Presiding Judge of the King County District Court.
- e. The interpreter will not be paid when he or she cancels an assignment, regardless of the reason for the cancellation.

## IX. Invoicing

- a. A District Court Interpreter invoice shall be used in all cases for payment.
- b. Interpreter invoices must be submitted to the District Court Clerk/Probation/Public Defender's office where service is rendered. The invoice must be signed by the court and submitted on the same day the service is provided. Invoices must be submitted within thirty (30) days of date of interpreter service rendered. If the invoice is submitted after thirty (30) days of the date of service, a fee of 10% may be deducted from the amount due per these guidelines.
- c. In order for the invoice payment to be processed, the invoice must be completed up to and including the date service was provided, the job location, job ID number, the time in and the time out rounded to the nearest fifteen (15) minute interval, the applicable miles driven and the interpreter's signature.