

COURT INTERPRETER COMPENSATION POLICY

The Administrative Office of the Courts (AOC) is charged by law and Supreme Court directive with the responsibility for the certification and related matters of spoken language interpreters for non-English speaking parties or witnesses in the state and local courts of Arkansas. (Ark. Code Ann. §16-10-1101 and Arkansas Supreme Court *Per Curiam* Order of September 30, 1999.)

The AOC is also responsible for the provision of sign language interpreters and other auxiliary aids for persons who are deaf, deaf blind or hard of hearing in the state and local courts of Arkansas pursuant to Arkansas Code Ann. § 16-10-1101.

The Arkansas General Assembly appropriates funds for the purpose of reimbursing the services of eligible spoken and sign language interpreters who serve during in-court proceedings in the state's circuit and district courts.

LIMITATION

Any payment from state funds is contingent upon verification by the AOC that (1) the interpreter is eligible for payment, (2) the procedures outlined in this policy have been followed, and (3) sufficient funds are available. Should it become necessary, based upon balances within the fund, preference for payment will be given to felony criminal cases and then to juvenile delinquency matters. The Director of the AOC will be the final arbiter for contested payments.

ARKANSAS SUPREME COURT Administrative Office of the Courts Office of Court Interpreter Services

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SECTION I - PROCEDURE FOR PAYMENT FOR INTERPRETER SERVICES

An interpreter is eligible for payment by the AOC Office of Court Interpreter Services (OCIS) if the interpreter has been contracted by the AOC OCIS and has met all the requirements as denoted in the Requirements for Court Interpreters in the Arkansas Judiciary.

Interpreters will be paid electronically through the web-based scheduling system. Each interpreter will be provided a login account. Jobs will be offered via email giving the interpreter the opportunity to ACCEPT or DECLINE. An interpreter is considered assigned to a job once they have accepted and his or her name appears on the request as the interpreter. SEE APPENDIX A for Instructions on "How to Accept an Offer".

Upon the completion of the assigned job, it is the responsibility of the interpreter to 'close' the job to which he or she was assigned by entering all fees accurately. Interpreters who are found to be charging fees to which they are not entitled may be disqualified to interpret in all Arkansas Courts as per Requirements *for Court Interpreters in the Arkansas Judiciary, Section V- complaint and Discipline Policy for Interpreters in Arkansas Court Proceedings or Related Matters, 1) Complaint Process...(b) fraud, dishonesty, or corruption related to the functions and duties of court interpreter.*

Only those interpreters who have received the offer for the assignment, and have accepted and completed the assignment are eligible for reimbursement.

If a contract interpreter disputes the payment of an invoice, the interpreter must file a complaint in accordance with the procedures set forth in Section V of the Requirements for Court Interpreters in the Arkansas Judiciary.

SECTION II - RATE OF PAYMENT

In the event that the services of an interpreter are arranged locally without the knowledge or assistance of the AOC OCIS, payment of the interpreter's fees and costs will be the responsibility of the local court.

1) <u>CERTIFIED INTERPRETERS</u>

a) Certified spoken language interpreter, as denoted on the Registry of Certified Court Interpreters, will be paid \$50.00 for the first hour for in-court services, with a guaranteed one hour minimum. Additional hours in increments of 15 minutes will be paid at a rate of \$40.00 per hour. Travel time will be reimbursed at the rate of \$20.00 per hour. Mileage will be reimbursed at the rate of \$0.42 cents per mile. Travel time and mileage will be reimbursed <u>ONLY</u> when the certified interpreter is required to travel a distance of 20 miles or more each way from where he or she resides to the location of the assignment. Travel time is billed for "actual" time of travel. Travel time is **not** billed in 15-minute

increments. There is no minimum amount of time billed and travel time should not be rounded.

- b) Court Qualified Sign Language interpreter, as denoted on the Registry of Certified Court Interpreters, will be paid \$80.00 for the first two hours for incourt services with a guaranteed two-hour minimum. Additional hours in increments of 15 minutes will be paid at a rate of \$40.00 per hour. Travel time will be reimbursed at the rate of \$30.00 per hour. Mileage will not be reimbursed. Travel time will be reimbursed <u>ONLY</u> when the certified interpreter is required to travel a distance of 20 miles or more each way from where he or she resides to location of assignment. Travel time is billed for "actual" time of travel. Travel time is **not** billed in 15-minute increments. There is no minimum amount of time billed and travel time should not be rounded.
- c) Certified Deaf Interpreter (CDI)- A deaf interpreter whose name appears on the Registry of Certified Court Interpreters will be paid \$80.00 for the first two hours for in-court services with a guaranteed two-hour minimum. Additional hours in increments of 15 minutes will be paid at a rate of \$40.00 per hour. Travel time will be reimbursed at the rate of \$30.00 per hour. Mileage will not be reimbursed. Travel time will be reimbursed <u>ONLY</u> when the certified interpreter is required to travel a distance of 20 miles or more each way from where he or she resides. Travel time is billed for "actual" time of travel. Travel time is **not** billed in 15-minute increments. There is no minimum amount of time billed and travel time should not be rounded.

2) <u>NON-CERTIFIED INTERPRETERS</u>

a) Candidate for Certification - Upon obtaining the status of Candidate for Court Interpreter Certification for spoken language, as denoted on the Requirements for Court Interpreter Certification in the Arkansas Judiciary, at the discretion of the OCIS, a candidate may be assigned to interpret in Arkansas district courts for short, non-evidentiary hearings.

Candidates will be paid \$20.00 per hour with a guaranteed one hour minimum. Additional hours should be billed in increments of 15 minutes, and will be paid at a rate of \$20.00 per hour. Mileage will be reimbursed at the rate of \$0.42 cents per mile when the candidate for certification is required to travel a distance of 20 miles or more each way from where he or she resides to location of assignment. Candidates for certification are **not** eligible for travel time. The OCIS reserves the right to offer travel time of \$10.00 per hour to any candidate on a case-by-case basis. This exception will only be offered if a candidate has been requested for an assignment which meets the requirement of 20 miles each way from his/her residence, and has been authorized by the Director of Office of Court Interpreter Services.

b) Registered Interpreters - will be paid \$40.00 per hour with a guaranteed one hour minimum. Additional hours should be billed in increments of 15 minutes, and will be paid at a rate of \$30.00 per hour. Travel time will be reimbursed at the rate of \$20.00 per hour. Mileage will be reimbursed at the rate of \$0.42 cents per mile. Travel time and mileage will be reimbursed <u>ONLY</u> when the registered interpreter is required to travel a distance of 20 miles or more each way from where he or she resides to location of assignment. Travel time is billed for "actual" time of travel. Travel time is not billed in 15 minute increments. There is no minimum amount of time billed and travel time should not be rounded.

3) <u>Remote Interpreting</u>

Remote Interpreting is used when the interpreter – whether spoken language or sign language - is in a different location than the courtroom requesting the services. Telephone, GoToMeeting, Skype or any other form of technology, whether restricted to voice only or with the use of video, is considered Remote Interpreting. The primary use of Remote Interpreting should be for short, non-evidentiary hearings, unless the technology being used allows for simultaneous interpretation for spoken languages or is suitable for sign language interpretation for longer hearings. At the discretion of the OCIS, the recommendation to use Remote Interpretation will be made to the court if the language needed is not available in-state or if it is a last-minute request.

Fees for remote interpreters will be at the discretion of the OCIS depending on the credentials of the interpreter and the rarity of the language.

SECTION III - CANCELLATION POLICY

Cancellation fees are reimbursed only to spoken language, sign language or any other interpreter who has been contracted by the OCIS for a state court and has confirmed acceptance of the assignment by either accepting the request on the online scheduling system, email, or text.

Upon receiving notification of the cancellation or change of type of hearing from the court, OCIS will contact the interpreter who is assigned to that court case immediately. The contracted interpreter is deemed advised of a cancellation when notice of the cancellation is given to the interpreter via the scheduling system, cancellation email, telephone call, text and/or voicemail at the contact telephone number and email address as listed on the Registry of Certified Court Interpreters, <u>not when the contract interpreter actually retrieves the message</u>. It is the interpreter's responsibility to maintain up-to-date contact information with the Office of Court Interpreter Services.

OCIS may offer the contracted interpreter an assignment in lieu of the one cancelled. If an assignment of a contract interpreter is cancelled within the time frame that would qualify the interpreter for a cancelation fee, and if another court requires the services of an interpreter of that same language, OCIS will offer the open job to the interpreter. If he or she accepts the new assignment as a replacement of the cancelled assignment, no cancellation fee will be owed. The reimbursed fee will be the greater for whichever the interpreter is eligible for. If the combined total payment amount of the new assignment including travel time, mileage, and hourly fee is greater than the minimum payment of the cancelled assignment, as per the Cancelation of Contracted Assignments, Section I, the greater fee will be paid. The contract interpreter is under no obligation to accept a new assignment.

Nothing contained herein precludes the presiding judge from ordering exclusive or additional payment from another source as he or she deems appropriate.

Interpreters who accept assignments from the OCIS agree to call the court at least 48 hours in advance of the case to verify if case is still on the docket, the location or any additional information that may need to be provided. If court advises interpreter of any changes, interpreter will need to inform OCIS at their earliest convenience via email to <u>aoc.interpreter.services@arcourts.gov</u>.

Cancellation Circumstances	Payment to Be Made
Contract interpreter advised of cancellation more than 24 hours in advance excluding weekends and holidays,	
Interpreter contracted for a court assignment is advised of cancellation less than 24 hours in advance, excluding weekends and holidays,	The contract interpreter will be paid the minimum rate as per <i>Section II. Rate of Payment,</i> to which he or she is entitled.
Interpreter contracted for an assignment of an estimated duration of one hour (1) but less than (4) four hours, is advised of cancellation en route to, immediately upon arrival, or after starting the court assignment, (i.e., case continued, parties do not show, case settles, case concludes early, etc.),	The contract interpreter will be paid the minimum rate as per <i>Section II. Rate of Payment,</i> plus any mileage and travel time to which he or she is entitled.
Interpreter contracted for an assignment of an estimated duration of four (4) hours but less than (8) eight hours, is advised of cancellation en route to, immediately upon arrival, or after starting the court assignment, (i.e., case continued, parties do not show, case settles, case concludes early, etc.),	The contract interpreter will be paid half the number of the estimated hours on the request plus any mileage and travel time to which he or she is entitled.

a.) <u>CANCELLATIONS OF CONTRACTED ASSIGNMENTS</u> (See APPENDIX B for Quick Guide to Cancellations)

Interpreter contracted for a court assignment of an estimated duration of eight (8) hours as per the assignment request, advised of cancellation less than 24 hours in advance, excluding weekends and holidays,	The contract interpreter will be paid half the number of the estimated hours on the request.
Interpreter contracted for a court assignment of an estimated duration of eight (8) hours as per the assignment request, is advised of cancellation en route to, immediately upon arrival, or after starting the court assignment, (i.e., case continued, parties do not show, case settles, case concludes early, etc.)	The contract interpreter will be paid the total estimated hours on the request, plus any mileage and travel time to which he or she is entitled.
Interpreter contracted for a court case with an estimated duration lasting a minimum of two (2) days but not more than three (3) days, advised of cancellation less than 24 hours in advance, excluding weekends and holidays,	The contract interpreter will be paid the total estimated hours for the first day on the request and four (4) hours for the second day to which he or she would have been entitled. No payment is due for the third cancelled day.
Interpreter contracted for a court case of an estimated duration lasting a minimum of four (4) days, advised of cancellation less than 24 hours in advance, excluding weekends and holidays,	The contract interpreter will be paid the number of estimated hours on the request for the first two days of the assignment to which he or she would have been entitled. No payment is due for the third and fourth cancelled days.
Contract interpreter is advised of cancellation while en route to, immediately upon arrival, or after starting to provide services but before the end of the last date originally contracted for (e.g., case continued, parties do not show, case settles, case concludes early, etc.) for a court case of an estimated duration of a minimum two (2) days but not more than three (3) days.	The contract interpreter will be paid the total estimated hours for the first day on the request and four (4) hours for the second day of the request in addition to any mileage and/or travel reimbursement to which he or she would be entitled for each day traveled. No payment is due for the third cancelled day.
Contract interpreter is advised of cancellation while en route to, immediately upon arrival, or after starting to provide services but before the end of the last date originally contracted (e.g., case continued, parties do not show, case settles, case concludes early, etc.) for a court case of an estimated duration lasting a minimum of four (4) days.	The contract interpreter will be paid the number of estimated hours on the request for the first two days of the assignment, in addition to any mileage and/or travel reimbursement to which the contract interpreter would be entitled for each day traveled. No payment is due for the third and fourth cancelled days.

b.) <u>CANCELLATIONS DUE TO EMERGENCY CLOSING</u>

Emergency closing encompasses any courthouse closure, including closures caused by weather, security incidents, governmental shutdown, or similar cause beyond the control of the Judiciary.

Cancellation circumstance	Payment to Be Made
Contract interpreter is notified of courthouse	None
closing due to an emergency at least 24 hours	
prior to assignment request.	
Court closing due to weather or other	None
environmental matters is announced in	
advance of assignment via media, recorded	
message on court's voicemail or any other	
method via which the interpreter would have	
been notified of closing.	
Contract interpreter is advised of cancellation	The contract interpreter will be paid the
due to security incidents, governmental	number of estimated hours on the request, plus
shutdown, or similar cause while en route to,	any mileage and travel time to which he or she
immediately upon arrival, or after starting to	is entitled.
provide services but before the end of the	
requested assignment.	

APPENDIX A

INSTRUCTIONS FOR LOGIN, ACCEPTING ASSIGNMENTS AND SUBMITTING ELECTRONIC INVOICES

The Arkansas Office of Court Interpreter Services (OCIS) processes court interpreter requests for all Arkansas State Courts via the Interpreter Intelligence (I.I), web-based scheduling system. All court requests and all reimbursement of invoices to all interpreters are managed via the I.I. All interpreters whose services are contracted for any Arkansas state court request will be added to the I.I. database. OCIS will provide interpreter with an individual login to the I.I. scheduling system. This allows the interpreter to receive case information via email and submit an electronic invoice at the end of the assignment.

HOW TO REGISTER

- Link to the website <u>https://aoc.interpreterintelligence.com</u>
- Login ID: (interpreter's own) email address
- Password: password1
 - Interpreter will be prompted to change it once he or she logs in.
 Interpreter should save their password as this is unique to each person.

ASSIGNMENT OF COURT CASES

Interpreter Intelligence scheduling system automatically disseminates an email offer to eligible interpreters based on language, distance from courthouse, and availability. Interpreters will receive an email with all the court information such as date, location, telephone interpreting or face to face (in-person), with the option to ACCEPT or DECLINE. Jobs may be offered to several interpreters at the same time. The first interpreter who accepts the job will be assigned automatically and no other interpreter can accept it. Assigned interpreter will be notified via email if court makes any changes to the request. It is the responsibility of the assigned interpreter to communicate with the court to confirm whether any changes or cancelations have taken place. Interpreter shall refer and adhere to the Cancellation of Assignments, Section I of the Compensation Policy.

OCIS monitors all court requests and has the discretion to make changes, for the purpose of efficiency.

OCIS may recommend that interpreter services for any given job be performed via telephone or in-person.

PAYMENT OF INVOICES

It is the interpreter's responsibility that once the interpreting assignment has been completed he or she must submit the electronic invoice by following the steps as indicated below:

a.) CLOSE JOB - Click on the job on the Calendar or select the Action Icon on the Past Jobs – To Be Closed, and click on CLOSE JOB

- b.) START TIME enter actual time arrived at courthouse
- c.) END TIME enter the Actual End Time for the interpreting assignment. Include probation or attorney client visit after court.
- d.) AUTHORIZED SIGNATORY Leave this blank
- e.) JOB NOTES enter any information about the job that is pertinent to OCIS such as, job was longer due to attorney arriving late, case lasted longer than anticipated.
- f.) NUMBER CONSUMERS Enter the number of Limited English Proficiency (LEP) individual for which you interpreted. If two LEPs needed your services, enter 2.

Once properly closed, I.I. will display a message indicating that the job was SUCCESSFULLY CLOSED. If the interpreter has travel time, mileage or any other incidental to add, they may re-open the assignment to include the expenditures.

g.) INCIDENTALS

Open Assignment and click on 'INCIDENTALS'

- Use TYPE drop-down box
- Choose Type of incidental, such as, Mileage

Description Box will appear as "Mileage"

- Enter total number of miles traveled (if eligible for reimbursement) or the amount that is required for the Type of Incidental interpreter needs to include.
- Continue using the drop-down box for each incidental.
- When done, click SAVE

I.I. will display a message indicating that the INCIDENTAL SUCCESSFULLY ADDED.

OCIS will then retrieve the electronic invoice(s), review assignment(s) and process payment. The interpreter will receive an email copy of the total invoice submitted to finance, for their records.

• <u>Terminology</u>

- Court = Customer
- Client = Judge
- Court Staff = Requestor
- Address = Service Location
- Booking/Job = Court interpreter request

• <u>Training videos</u>

The following training videos are provided by Interpreter Intelligence. Not all the features that are included are being utilized or some may have been customized exclusively for Arkansas Office of Court Interpreter Services.

- Interpreter Portal Overview
- o <u>https://www.youtube.com/watch?v=80liSN1Ampg</u>
- Setting Your Availability Weekly Calendar
- o <u>https://www.youtube.com/watch?v=IEIDoQWe1i8</u>
- Confirming Job via Interpreter Portal (Full Site)
- o <u>https://www.youtube.com/watch?v=BxftRIULyys</u>
- Closing Job via Interpreter Portal (Full Site)
- <u>https://www.youtube.com/watch?v=7mZvSGrIs4Y</u>
- Interpreter Mobile App Overview
- o <u>https://www.youtube.com/watch?v=IXYoZiUIod4</u>
- Confirming Job via Mobile App
- <u>https://www.youtube.com/watch?v=lvAYo9SY4rU</u>
- Closing Job via Mobile App
- https://www.youtube.com/watch?v=sBtadX4nFNI

APPENDIX B

QUICK GUIDE TO CANCELLATION POLICY

Assignment	Cancellation	Payment
Assignment without travel	More than 24 hours advance notice	None
Assignment without travel	Less than 24 hours in advance	Minimum fee
Assignment 1 – 4 hours in length with travel	En route or after arrival	Minimum fee (or actual time worked in court) and actual travel time/mileage
Assignment 4 - 8 hours in length with travel	En route or after arrival	Half the requested hours (or actual time in court) and actual travel/mileage
Assignment 8 or more hours without travel	Less than 24 hours in advance	Half of the requested hours
Assignment 8 or more hours with travel	En route or after arrival	Total number of requested hours and actual travel/mileage
Multiple Day Assignment 2 or more days in a row	En route or after arrival	Total number of hours for first day and travel/mileage Half of the second day. None for the third or subsequent days (if scheduled)

CANCELLATIONS DUE TO EMERGENCY CLOSING

Emergency closing encompasses any courthouse closure, including closures caused by weather, security incidents, governmental shutdown, or similar cause beyond the control of the Judiciary

Cancellation circumstance	Payment to Be Made
Contract interpreter is notified of courthouse	None
closing due to an emergency at least 24 hours prior	
to assignment request.	
Court closing due to weather or other	None
environmental matters is announced in advance of	
assignment via media, recorded message on	
court's voicemail or any other method via which	
the interpreter would have been notified of	
closing.	
Contract interpreter is advised of cancellation due	The contract interpreter will be paid the
to security incidents, governmental shutdown, or	number of estimated hours on the request, plus
similar cause while en route to, immediately upon	any mileage and travel time to which he or she
arrival, or after starting to provide services but	is entitled.
before the end of the requested assignment.	