



**ARKANSAS SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
OFFICE OF COURT INTERPRETER SERVICES**

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.



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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 on the Requirements for Court Interpreters in the Arkansas Judiciary.

The AOC OCIS prescribes a Court Interpreter Invoice and provides it to each interpreter to use as his/her invoice for payment. All interpreters must submit the AOC Interpreter Invoice for payment of interpreter services whether services are provided remotely or on-site, or in case of a cancellation fee. If an interpreter is on-site, at the conclusion of the court assignment, the interpreter will present the invoice form to the judge for signature. If an interpreter is remote, the judges' signature is not needed to submit for payment.

The interpreter will then forward the completed form to OCIS for payment by either one of the two following methods:

- Email: aoc.ocis.invoices@arcourts.gov
- or-
- U.S. Mail: Attn.: Office of Court Interpreter Services
625 Marshall St., Little Rock, AR 72201

The OCIS will confirm receipt of the invoice via email and submit it for payment. Only one invoice per IMSS Order Number (assignment) should be submitted.

The AOC OCIS gathers data from each of the invoice forms provided by the interpreter for statistical and budgetary purposes. It is imperative that the interpreter complete the form in its **entirety** with the information requested before turning it in for payment.

1) Payment of Invoices

- a) The completed interpreter invoice may be submitted to the AOC as early as the completion of the assignment (same day). All invoices must be received by the AOC OCIS no later than the 5th day of the month following the interpreter's court assignment; i.e.,
assignment date 05/03/17
invoice due by 06/05/17,
- b) Invoices that arrive after the 5th day, but before the 31st day of the month following the interpreter's assignment, will be held for payment until the next payment cycle.

- c) Invoices received after the 31st day of the month following the interpreter's assignment may be held for payment until the end of the Fiscal Year (FY) of the Interpreter's court assignment. At the end of the FY, invoices will be considered for payment after all other payments are made and provided funding is available. At the discretion of the OCIS Director late invoices may be denied for payment.

2) Incomplete or Incorrectly Filled-out Invoices

Invoices that are incorrect or incomplete will be returned to the interpreter for correction or completion. If the completed/corrected invoice is received later than the 5th day but before the 31st of the month following the interpreter's assignment the invoice will be held for payment. See subsection 1, b.

If the completed/corrected invoice is received after the 31st day of the month following the interpreter's assignment the invoice will be held for payment. See subsection 1, c.

The AOC's fiscal year begins July 1st and ends on June 30th each year.

Interpreters will be paid individually for each court assignment (IMSS Order Number) that they are contracted for.

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.

AOC Office of Court Interpreter Services staff interpreters are not required to have a reimbursement form signed by the judge.

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) CERTIFIED INTERPRETERS

- 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 **ONLY** 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 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 **ONLY** 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 **ONLY** 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) NON-CERTIFIED INTERPRETERS

- a) **Spoken Language** - 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.

- b) **Candidate for Certification** 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.

- c) **Registered Interpreters** - will be paid \$30.00 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. 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 **ONLY** 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.

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 IMSS 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 that court immediately. The contracted interpreter is deemed advised of a cancellation when notice of the cancellation is given to the interpreter via telephone, text, voicemail and/or by email at the contact telephone number and email address as listed on the Registry of Certified Court Interpreters, not when the contract interpreter actually retrieves the message. 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 cancelled one. If the interpreter accepts, the fee for the new assignment is considered a separate assignment and shall be invoiced separate and apart from the cancellation fee.

Interpreters who accept assignments from the OCIS agree to call the court with at least 48 hours 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 aoc.interpreter.services@arcourts.gov.

1) Cancellations of Contracted Assignments

Cancellation Circumstances	Payment to Be Made
Contract interpreter advised of cancellation a minimum of 24 hours in advance excluding weekends and holidays,	None
Interpreter contracted for a court assignment of an estimated duration of less than four (4) 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 the minimum rate to which he or she is entitled.

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

3) 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 closing due to an emergency at least 24 hours prior to assignment request,	None
Court closing due to weather or other 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,	None
Contract interpreter is advised of cancellation due to security incidents, governmental shutdown, or similar cause while en route to, immediately upon arrival, or after starting to provide services but before the end of the requested assignment,	The contract interpreter will be paid the number of estimated hours on the request, plus any mileage and travel time to which he or she is entitled.