

OVERVIEW OF REIMBURSEMENT PROGRAMS

Question	Illinois	Iowa	Missouri	Pennsylvania	Tennessee	Washington	Wisconsin
1) Do all state courts receive reimbursement? If not, how do they qualify?	All courts	Yes. As a unified trial court system, all courts will be reimbursed by a state agency.	All circuit courts usually reimburse interpreter directly for criminal and juvenile delinquency proceedings; muni courts would be reimbursed if the charge would cause them to lose their liberty (e.g. if jail time were involved)	Yes, each judicial district that submits an application under our Interpreter Services Reimbursement Grant receives reimbursement, provided they are entering their interpreter expenses into our Language Access Data Collection system. Also, we issue a policy & procedures document with the application each year, reminding districts that they should be using interpreters from our Interpreter Certification Program's roster.	Reimbursement available to all courts except muni courts unless it involves a county violation.	41 courts receive reimbursement. Courts come from all levels of trial courts: Superior, District, and Municipal. There was an application process for courts to join.	All circuit courts
2) Does your state have a central interpreter scheduling office?	No	No	No	No. Each judicial district (local court) has its own language access coordinator, responsible for scheduling interpreters.	No	No	No

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3) Are interpreter service costs covered entirely from state funding, local funding, or a mix?	Local	Sign Language=county funding. Spoken language=state funding	State funding of \$280,000 for interpreting services; Circuit Court budget makes up the remainder; sign language is paid for out of a different state agency	A mix. Our Interpreter Services Reimbursement Grant covers less than 50% of each district's interpreting costs. Local courts, funded through their counties, must make up the difference.	State funding	Most courts pay with local county and city funding. Only courts in the reimbursement program receive state funding.	State funding for reimbursement program but county also shares interpreter expenses because reimbursement does not cover 100% of costs.
4) What is the criteria for reimbursement of a particular event or interaction? For example, only reimbursing when certified interpreters are used or only in-court proceedings?	The interpreter must be on the Registry, and it can be any type of interaction as long as the entity paying for an interpreter is a county entity.	State agency pays for spoken language interpreters used in court proceedings; county pays for sign language interpreters used in court proceedings; State Public Defender (SPD) pays for out-of-court proceedings involving their clients.	In-court criminal and juvenile delinquency proceedings; interpreter does not need to be certified; court-ordered events would be included.	See above (first question) re: LADC and policy & procedures document.	Eligible cases and covered proceedings; court appointed counsel; not probation treatment services; outside of court right before a hearing.	Reimbursement is only available when a certified or registered interpreter is used if one is available in that language. If there are no credentialed interpreters on our roster in that language, any interpreter is reimbursable.	All case types, all in-court proceedings; some out of court court-ordered events. State would not reimburse for interpreters deemed "unqualified" as defined by internal policy.

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5) Are telephonic interpreting events reimbursed?	Yes	Yes. State Court Administrator (SCA) pays for Language Line or CTS Language Link	Yes	Yes. Though again, the policy & procedures document we send out reminds them to comply with our Language Access Plan, which sets forth the limitations on use of telephone interpreting mandated by our Interpreter Act regulations.	Yes	Yes.	Yes
6) Are any other language access services reimbursed? For example, signage, translated forms, etc.	We provide signage and translated forms statewide. We haven't been asked to translate a local sign or form yet but would likely do so if requested.	Yes. SCA pays for translation of signs and translations of court forms	Transcripts and documents related to proceedings may be reimbursed as determined by judge; forms and signage would come out of grant money	Yes. The application has 3 categories: in person interpreting, telephone interpreting, and "other language access services". For the 3rd category, the examples we provide are signage and translated forms.	Interpreting services; not translations	No.	Interpreting services only; translations of court forms are covered under different funding sources.
7) What costs are reimbursed? For example, interpreter's hourly rate, mileage, travel time, etc.	All costs for certified interpreters and sign language interpreters, including hourly rate, mileage, travel time. \$30/hour for registered interpreters, including hourly rate, mileage, travel time	Full hourly rate of travel time and for other travel expenses (hotel, per diem at state rates) when needed; Not mileage	Hourly rate, mileage, minimums; some cancellations depending upon when they were received (e.g. 24 hour cancelation would pay for 1st day and 2 hours each day afterwards)	All interpreter expenses are reimbursed.	Hourly rate, mileage, travel time, parking; \$50/hour certified and \$40/non-certified; Sign language interpreters are not reimbursed by state but covered by county	Hourly rate plus travel time or mileage (but not both)	Hourly rates of \$40/hour for certified and \$30/hour for non-certified plus mileage.

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<p>8) Does reimbursement cover the full cost or just partial cost?</p> <p>For example, only covering 50% of the interpreter's hourly rate.</p>	See above	Full costs excluding mileage	100%	<p>Since the total amount of the statewide grant is \$1.5 million, and we get upwards of \$3.7 in total requests from our judicial districts, each district gets reimbursed for 50% or less of their total amount requested. We also apply a "Philly cap", under which no one district can receive more than 30% of the total grant. Philly has by far and away the highest interpreter costs, and we don't want them to hog the entire grant.</p>	100%, excluding cancelation costs	Only 50% of the courts cost is reimbursed. There is a limit of \$25 / hour for an interpreter's hourly rate.	Current reimbursement formula comes out to approximately 55% state and 45% county coverage
<p>9) How frequently is reimbursement provided?</p> <p>For example: quarterly, annually, monthly</p>	Rolling basis	Interpreters have 45 days to submit their fee claims after providing services and are usually paid within 30 days after submission	Daily or whenever services invoices are processed	Once yearly.	Requests must occur within 180 days of the service	Usually quarterly, but it depends on the court.	Quarterly or monthly if county submits reimbursement requests more frequently

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<p>10) Is there a limit available from reimbursement? If so, how is it determined?</p> <p>For example, a yearly maximum for a court.</p>	\$1 million	No limit	No limit	The only maximum for a court is the "Philly cap" referenced above. After that cap is applied, each district then receives a prorated share of its request, so that the total amount provided to the counties matches the total amount of the statewide grant: \$1.5 million.	Daily maximum of \$500 or 10 hours	The total limit available for reimbursement is limited to about \$610,502 each year for all courts in the program. The amount available to each court is based on their past two years of interpreter usage.	\$1.66 million
11) How long has the program been in effect?	4th FY	2007 with 2 amendments since then	1999	This is the 3rd year.	2012	Since 2008.	1999 - see next answer
12) What improvements or changes have been made to the program?	We used to only reimburse certified interpreters at \$40/hour, and now we reimburse all costs for certified. We started educating other offices, such as court services, probation, clerks, about the availability of reimbursement.	Numerous amendments were adopted in 2016 with minor tweaks in 2017	Updates made to the payment policies to ensure they reflect business practices; case types have always been the same	in our 3rd year, limited improvements. Major change is requiring documentation in LADC (Language Access Data Collection, our statewide application for monitoring and tracking provision of interpreters.)	Improvements to invoicing to be able to obtain better data and to run reports	Courts originally submitted their data for reimbursement expenses by a spreadsheet. A web-based application was created to make it easier to collect and review data.	We will be eliminating reimbursement program on July 1, 2018 and replacing with payment program

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<p>13) What is required from courts to be reimbursed?</p> <p>For example, submit invoices, submit an application, submit data</p>	<p>A voucher with certification signatures from the Chief Judge and County Treasurer (or their designees). The voucher requests the following info: dates of service, language, interpreter name and ID#, certification status, amount of minutes (including travel time), amount charged to the county, and county contact information</p>	<p>Copy of the Order Appointing a Court Interpreter, a Court Interpreter or Translator Fee Claim Form, and an Order Approving Court Interpreter or Translator Fee Claim signed by a judge. State PD requires a Miscellaneous Fee Claim Form</p>	<p>Interpreter submits invoice to court which reviews them for accuracy; fills out form approving payment; sent to AOC for payment</p>	<p>Submit an application, signed by both president judge for local court and a county official (i.e.: treasurer, county commissioner), plus data entered into LADC. We check the amount requested under the grant against the total expenses entered into LADC for each county, to see if the 2 figures match, & inquire further if they do not.</p>	<p>Invoices and appointment order along with receipts for parking</p>	<p>Courts must submit data about the interpreting events, an invoice, and an annual report about their interpreter services. Courts must also have a language access plan on file.</p>	<p>County must submit Request for Reimbursement Form CS-148 based upon daily interpreter time sheets (CS-225) which must have court approval.</p>

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14) Is the reimbursement program driven by a state law?	No, it is a line item in the Supreme Court's General Revenue Budget	Yes, partially. The Iowa Code identifies which office/agency is responsible for paying court interpreters and for what types of proceedings the state will pay the interpreter. The state Administrative Code also limits travel reimbursements to state rates for hotel and per diem. Other than these narrow items, compensation of court interpreters and translators is guided by the Administrative Directive of the State Court Administrator on Compensation of Court Interpreters and Translators	Yes. MO State Stat. 476.806	The grant is an appropriation from the Legislature.	Supreme Court Rule	Yes - RCW 2.43	Yes but law was amended effective July 1, 2016 eliminating reimbursement amounts

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15) Is the total amount available for reimbursement the same amount each year or does it vary by need?	Right now we have not exceeded \$1 million so it has not changed, but we may be able to ask for an increase if we exceed the allocation	The legislature funds the judicial branch's "Jury, Witness, and Court Interpreter Fund" – from which all jury, witness, and interpreter fees are paid with approximately \$3 million annually. We have not received an increase in that fund in several years and have not exceeded yet. The legislature provides a designated amount of funds each year for the SPD budget out of which it must pay all indigent defense costs – including court interpreter fees. If the SPD needs additional funding as it approaches the end of a fiscal year, it must request funding. County pays sign language interpreters out of their general funds.	Fluctuates by need; approximately \$400,000 yearly	Same each year for the 3 years we've had it: \$1.5 million.	\$2.6 million	610,502	\$1.66 million but this amount is not static.
16) Do the funds come from the legislature or another office?	Legislature	See above	Legislature and Circuit Court Budget Committee	Legislature	GPR	Legislature	Legislature = GPR and PR funds

Washington State Court Interpreter Reimbursement Program

Program Overview

Washington State has a decentralized court system and courts primarily pay for their interpreter services using local county and municipal funds. In 2008, the Washington State Administrative Office of the Courts (AOC) began a program that to distribute funding from the state to courts to partially reimburse the costs of their interpreter services. Because of the limited amount of funding, there was an application process for courts to join the program. Currently about a quarter of the courts in the state are in the program.

Since 2011, the AOC has received \$610,501 annually to distribute to courts in the program. The amount available for reimbursement to each court varies and is updated each year based on their interpreter usage over the two previous years. For FY 2016 that amount ranged from \$374 to \$100,673 depending on the court.

Courts typically spend more money on interpreter expenses than the AOC has available for reimbursement. The graph to the right compares the amount of money that courts were reimbursed (*Contract Amount*) to the amount of money the courts would have been reimbursed if their contracts were not limited (*Reimbursable Expenses*).

Providing reimbursement allows courts to:

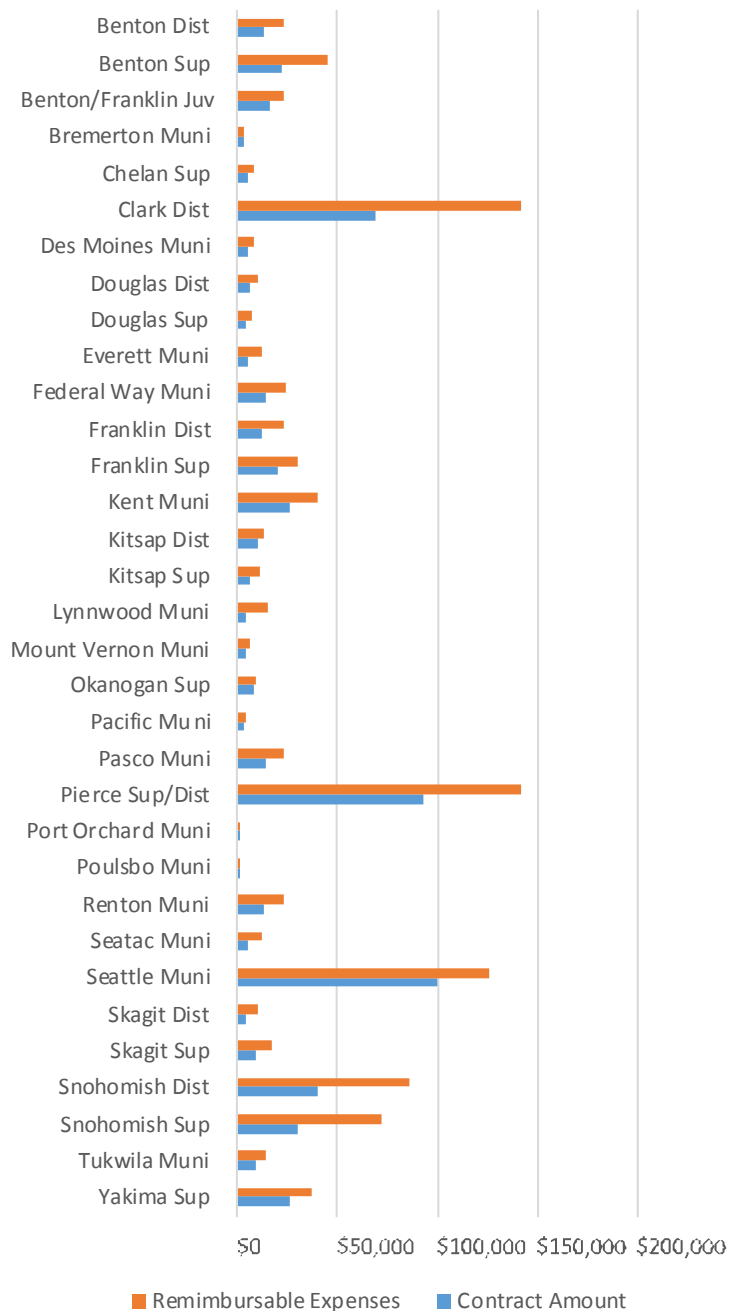
- Increase their interpreter services.
- Implement more efficient practices.
- Meet other language access needs particular to their area.

Reimbursement also encourages courts to:

- Use credentialed interpreters. (*Events are reimbursed only when a credentialed court interpreter is used if one is available in that language*).
- Provide the AOC with interpreter and language data.

In the future, the AOC hopes to gain more funding from the state to expand the program to all courts in the state and increase the total amount available for reimbursement.

Reimbursements for FY 2016



Interpreting Data Summary

Data Reporting

To receive reimbursement, courts need to send an invoice, electronic data, and an annual report to the AOC. The electronic data provides detailed information about each interpreting event, that is, each time an interpreter is used. The data falls into several categories, which are listed on the right. Below is a summary of some of the data from FY 2016.

Electronic Data Categories

- Interpreter Credentials
- Language
- Type of Event
- Date of Service
- Case Type
- Hearing Type
- Billed Time and Hourly Rate
- Mileage (if applicable)

Interpreter Credentials

The AOC generally only reimburses courts the costs of ASL interpreters or spoken language interpreters that are credentialed by the AOC. However, the AOC also reimburses for interpreters in languages where the AOC does not have any credentialed interpreters.

Languages Most Commonly Requested

Spanish
Russian
Vietnamese
ASL
Korean

Language

Courts reported using interpreters for 96 different languages in FY 2016. The table to the right shows the five languages that are most commonly requested by the greatest number of courts. Courts vary in the diversity of languages they needed interpreters for, ranging from 1 language (Spanish for some rural counties in Eastern WA courts) to 56 languages (Seattle Municipal Court).

Hours per Language

Language	Hours
Spanish	28831
Russian	2778
Vietnamese	2098
ASL	1431
Chuukese	1348

Courts usually pay interpreters at an hourly rate for in-person interpreting. The table at the right shows the languages that courts paid the most number of hours for.

Type of Event

Most interpreting is done in person by interpreters who work freelance. Thirteen courts have Spanish interpreter on their staff and three courts contract with specific interpreters. Many courts also use interpreters on the phone when appropriate.

Interpreter Pay Rates

For qualified interpreters who are paid an hourly rate, the AOC reimburses courts for up to 50 percent of that rate up to a maximum of \$25 per hour. The AOC may also reimburse for mileage or travel time. Each court individually decides how much to compensate interpreters, although some courts take part in a joint compensation policy. Rates are sometimes negotiated between the courts and each interpreter. Rates can vary because of a number of factors, including the language needed, location of the courts, and credentials of the interpreter.

Washington State Court Interpreter Reimbursement Application

Overview

Washington State has a decentralized court system and courts primarily pay for their interpreter services using local county and municipal funds. Forty-one courts are part of a reimbursement program and receive partial reimbursement from state funds for their interpreter services. To receive reimbursement, courts must submit data to our AOC about the interpreting events that are being reimbursed for and submit an invoice. A web-based application was created in-house for courts to enter their data. The AOC then reviews that data to make sure the events meet the criteria for reimbursement and to check for errors.

Courts across Washington use different content management systems so most courts need to enter their interpreter data into their own native system and then into the Reimbursement Application. We're currently updating the application to work better with current web-browsers and in the future we hope to have a way for interpreter data to automatically be transferred into the application.

Data Entry

Courts are required to enter several kinds of data relating to interpreter events that will be reimbursed. This data includes information about the interpreter used and the language, the case, and how the compensation. The table below illustrates the kinds of information that falls in these categories.

Categories of Data Entered into Reimbursement Application		
<u>Interpreter and Language</u>	<u>Case</u>	<u>Compensation</u>
<ul style="list-style-type: none">• Identity of interpreter• Language• Credentials (certified, registered, neither)• Type of Service Provider (freelance, contact, agency, staff)• How was interpretation performed (in-person, telephonic)	<ul style="list-style-type: none">• Location• Date• Case Number• Case Type• Hearing Type	<ul style="list-style-type: none">• Time the interpreter is being paid for.• Rate of Payment.• How many miles or the amount travel time paid.• Rates paid for mileage or travel time.

The Reimbursement Application has a number of interfaces that the courts use depending on the kinds of interpreting event. The screen shot below is one of the typical screens that courts use to enter their data:

Example of Data Entry Screen

[Reimbursement](#) | [Home](#) | [Refresh](#)

Interpreter Service Data - In Person
ABERDEEN MUNICIPAL Court

Interpreter Information

WA Certified/Registered Interpreter: or Other Interpreters: Add Interpreters:

Credentials: Type of Service Provider: Qualifies for Reimbursement: Language:

Case Information

Date of Service: Case Number: Case Type: Hearing Type:

Reimbursement Data			Reimbursement Calculations		
In Person Interpreting					
Billed Time	Hourly Rate	Total Paid	Rate Applied	Eligible	Reimbursement
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Travel					
Miles	Rate Paid	Total Paid	Rate Applied	Eligible	Reimbursement
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/> <input type="radio"/>
Hours	Rate Paid	Total Paid	Rate Applied	Eligible	Reimbursement
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/> <input type="radio"/>
Other Expenses	Total Paid				
<input type="text" value="0"/>	<input type="text" value="0"/>				
Totals					
		Paid to Interpreter		State Reimbursement	
		<input type="text" value="0"/>		<input type="text" value="0"/>	

Data Review

After the data has been reviewed and approved by the AOC, the invoice is approved and the courts are reimbursed. How often reimbursement is made varies from court to court. Most often courts submit their data quarterly while a few submit their data monthly or biannually.

Since Washington's courts are decentralized, the main source of language and interpreter data the AOC receives is from the data gathered by courts in the reimbursement program. Below is a typical example of the automatic reports generated from the Reimbursement application for one of the courts:

Typical Report Generated by Reimbursement Application

Language	Interpreter Service Time				Totals			Statistics	
	In-Person		Telephone		Travel Cost	Interpreter Service Cost	Total Cost	Avg Hourly Rate In Person Service	Travel Cost Percentage of Total Cost
	Hours	Service Cost	Minutes	Cost					
American Sign Language	45	\$2,680.00	0	\$0.00	\$0.00	\$2,680.00	\$2,680.00	\$59.56	0%
Amharic	4	\$216.50	0	\$0.00	\$21.40	\$216.50	\$237.90	\$50.00	9%
Arabic	23	\$1,040.00	25	\$24.21	\$120.91	\$1,064.21	\$1,185.12	\$46.22	10%
Bosnian	3	\$100.00	0	\$0.00	\$0.00	\$100.00	\$100.00	\$40.00	0%
Chinese-Mandarin	4	\$200.00	0	\$0.00	\$0.00	\$200.00	\$200.00	\$50.00	0%
Chuukese	147	\$6,967.65	16	\$15.39	\$542.02	\$6,983.04	\$7,525.06	\$47.42	7%
Laotian	4	\$180.00	0	\$0.00	\$463.59	\$180.00	\$643.59	\$45.00	72%
Romanian	0	\$0.00	26	\$25.48	\$0.00	\$25.48	\$25.48	\$0.00	0%
Russian	104	\$5,200.00	52	\$50.47	\$40.13	\$5,250.47	\$5,290.60	\$50.00	1%
Samoan	3	\$125.00	0	\$0.00	\$0.00	\$125.00	\$125.00	\$50.00	0%
Spanish	324	\$13,215.64	25	\$24.31	\$77.56	\$13,239.95	\$13,317.51	\$40.85	1%
Tagalog-Filipino	2	\$100.00	0	\$0.00	\$25.00	\$100.00	\$125.00	\$50.00	20%
Tongan	6	\$285.00	0	\$0.00	\$466.92	\$285.00	\$751.92	\$47.50	62%
Vietnamese	31	\$1,470.00	17	\$16.56	\$225.00	\$1,486.56	\$1,711.56	\$47.42	13%
	698	\$31,779.79	159.6	\$156.42	\$1,982.53	\$31,936.21	\$33,918.74		

Future of the Application

The Reimbursement Application has been able to provide the Court Interpreter Program with a great deal of interpreter usage and language data that we would otherwise be unable to collect. Since the application has been in use for almost a decade, we are currently working to update the system to fix compatibility issues with newer web-browsers. We also are also working to improve its data collecting and reporting capabilities and looking for ways to work more closely with courts' case management systems and interpreter scheduling systems.

Sample Contract Template Language for Courts in the Reimbursement Program

The following is an example of the template contract language between the Washington State Administrative Office of the Courts and the courts in the reimbursement. The contract is re-signed annually. The language of the contract mostly remains the same year-to-year, however, there are occasional changes are made. Most notably, the latest contract required courts in the program to update their Language Access Plans (LAP) to follow the most recent template after Washington's LAP had been updated.

**INTERAGENCY AGREEMENT «ContractID»
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
«COURT»**

THIS AGREEMENT (“Agreement”) is entered into by and between the Administrative Office of the Courts (“AOC”) and «Court1», for the purpose of distributing funds for court interpreter services expenses to the «CourtName» (“Court”).

1. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- a) “Certified Interpreter” means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) or an interpreter certified by the Office of the Deaf and Hard of Hearing (“ODHH”) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/. The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- b) “Registered Interpreter” means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.
- c) “Qualified Interpreter” means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d) “Qualifying Event” means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to chapter 2.42 RCW and/or chapter 2.43 RCW.

2. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve the quality and availability of court interpreter services for Limited English Proficient (“LEP”), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

- a. These funds are intended to address the Court’s following needs:
 - Financial need – i.e., the gap between the Court’s available financial resources and the costs to meet its need for certified, registered, and qualified interpreters; and

- Interpreter need – i.e., the gap between the level of the LEP, deaf, and hard of hearing public’s need for language access to the Court’s (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered, and qualified interpreters in the Court’s most frequently needed languages).

3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a. The Court agrees to actively participate in the vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data (“ISF Data”) reflecting interpreter services and costs. The Court will submit ISF Data representing both Qualifying and non-qualifying Events.
- b. Electronic data shall be submitted quarterly following the schedule as outlined in Section 5c below and using the online application and instructions found, and incorporated herein by reference, at:
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding>.
- c. The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to Exhibit A, which is incorporated herein by reference.
- d. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission (Commission), and neighboring courts to identify and implement innovations and best and promising practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.
- e. The Court may elect to pay for interpreter services that are not in accordance with the provisions of Exhibit A as set forth; however, such payments will **not** be reimbursed.
- f. The Court agrees to submit and implement its locally-approved Language Access Plan using the model Language Access Plan template attached as Exhibit B to the designated AOC Program Manager by April 30, 2018. Exhibit B is incorporated into this Agreement.
- g. As a condition of receiving future funding under this Agreement, the Court agrees to annually implement, maintain, and update its Language Assistance Plan (LAP) and to have such plan annually reviewed and approved by the Commission in accordance with language access policies the Commission may require to be addressed in such LAP(s).

4. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2017, regardless of the date of execution and which shall end on June 30, 2018.

5. COMPENSATION

- a. The Court shall be reimbursed a maximum of «AMT» for interpreter services costs incurred during the period of July 1, 2017 to June 30, 2018. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2018.
- b. The Court shall receive payment for no more than 50 percent of its costs for interpreter services as set forth in Exhibit A, which is attached and incorporated into this Agreement.
- c. The Court shall not be reimbursed for interpreter services costs for Qualifying Events until properly-completed paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:
 - 1) Reflecting Qualifying and non-qualifying Events occurring between July 1, 2017 and September 30, 2017, must be received by the AOC no later than December 31, 2017.
 - 2) Reflecting Qualifying and non-qualifying Events occurring between October 1, 2017 and December 31, 2017, must be received by the AOC no later than March 1, 2018.
 - 3) Reflecting Qualifying and non-qualifying Events occurring between January 1, 2018 and March 30, 2018, must be received by the AOC no later than April 30, 2018.
 - 4) Reflecting Qualifying and non-qualifying Events occurring between April 1, 2018 and June 30, 2018, must be received by the AOC no later than July 31, 2018.
- d. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. The Court shall, submit its paper A-19 invoices quarterly to:

AOC Financial Services
PO Box 41170
Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to the AOC as described in Section 3b, above, and in conjunction with the quarterly invoice.

- f. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.
- g. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- h. The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through this revenue sharing program.

6. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement and attached Exhibits A and B; and
- c. Any other provisions of the agreement, including materials incorporated by reference and hyperlinks to those materials.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

19. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager: Robert Lichtenberg PO Box 41170 Olympia, WA 98504-1170 (360) 350-5373 robert.lichtenberg@courts.wa.gov	Court Program Manager: «Fname» «Lname», «Title» «Address» «POBox» «City», WA «Zip» «Phone» «Email»
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AGREED:

Administrative Office of the Courts

Contractor

_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
Callie Dietz _____ <i>Name</i>		_____ <i>Name</i>	
Administrator, AOC _____ <i>Title</i>		_____ <i>Title</i>	

Exhibit A

WASHINGTON STATE INTERPRETER SERVICES FUNDING **Funding Conditions and Payment Structure**

The Court Interpreter Reimbursement Program funding conditions and payment structure shall be as follows:

1. Qualifying Events General Funding Conditions

The Administrative Office of the Courts (AOC) will reimburse courts under this Agreement for the cost of AOC-certified, registered, or otherwise court-qualified interpreters appointed pursuant to chapters 2.42 and 2.43 RCW under the following conditions which are referred to as “Qualifying Events”:

A. Spoken Language Interpreters Qualifying Events

1) Certified and Registered Language Interpreters

Compensation for interpreters currently credentialed by the AOC in the certified and registered language categories shall be reimbursed for actual compensation paid pursuant to the payment structure for those interpreters outlined below in, Section 2 “Payment Structure.”

2) Non-Credentialed Interpreters in Certified and Registered Language Categories

If the AOC master interpreter list for certified or registered languages does not include any interpreters credentialed by the AOC for those languages, reimbursement will be provided for actual compensation paid pursuant to the payment structure outlined below in Section 2, “Payment Structure, as long as the selected interpreter is found qualified on the record by the Court pursuant to chapter 2.43 RCW.

3) Non-Credentialed Languages

Compensation for interpreters for languages for which neither certification nor registration is offered will be reimbursed where the interpreter has been qualified on the record pursuant to chapter 2.43 RCW.

B. Sign Language Interpreters Qualifying Events

Reimbursement for actual expenses incurred for services of American Sign Language (ASL) interpreters appointed by an appointing authority pursuant to chapter 2.42 RCW will be authorized pursuant to the payment structure outlined below in Section 2, “Payment Structure” as long as the selected interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHHS) as a court-certified ASL interpreter.

C. Salaried Staff and Contract Interpreters

Reimbursement will be provided for salaried staff or contracted interpreters meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced above.

D. Remote Interpreting

The AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or videophone when providing court interpreting services for either Limited English Proficiency (LEP) persons or persons who rely on sign language for in-court proceedings and for services that are provided by the Court to the public outside of the courtroom.

E. Scope of Interpreter Funding

Reimbursement will only be made to the Court for interpreter costs paid from the Court's budget (or budgets, in the case of multi-court collaborative applicants) for interpreter services set forth in this Agreement.

2. Payment Structure

A. Hourly Rate or Flat Rate

1) Rate for Spoken Language Interpreters

Subject to the maximum compensation allowed under this Agreement, the AOC will reimburse the Court for 50 percent of the total hourly cost and the hourly minimum charges for services provided by AOC-certified, registered, or otherwise court-qualified interpreters. Total hourly costs shall not exceed \$50.00 per hour and shall be for at least two hours of work. The cost of interpreters who are paid other than on an hourly basis (e.g., on a half-day or flat rate basis) will be only reimbursed for the actual number of hours of interpreting provided for each Qualifying Event.

2) Rate for Sign Language Interpreters

Subject to the maximum compensation allowed under this Agreement, the AOC will reimburse the Court for 50 percent of the total hourly cost and the hourly minimum charges for services provided under this Agreement. Total hourly costs shall not exceed \$50.00 per hour and shall be for at least two hours of work. The cost of interpreters who are paid other than on an hourly basis (e.g., on a half-day or flat rate basis) will be only reimbursed for the actual number of hours of interpreting provided for each Qualifying Event.

3) Salaried Interpreters

Subject to the maximum compensation allowed under this Agreement, the AOC will reimburse the Court for 50 percent of the cost of staff

interpreters that meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in Section 1. AOC will reimburse only for interpreter services and only up to a maximum total salary of \$60,000 plus 27 percent in benefits (i.e., state reimbursement = up to \$30,000 of salary plus 13.5 percent in benefits).

4) Telephone Interpreting Rate

The AOC will reimburse local jurisdictions for up to 50 percent of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or videophone for LEP persons or persons who rely on sign language, up to a maximum of \$1.64 per minute (with no minimum service time).

5) Excess Charges

Interpreter rates in excess of \$50 an hour shall be the sole responsibility of the Court. Where the Court must pay an hourly minimum rate for the first hour of service, any such rate in excess of \$100.00 shall be the sole responsibility of the court.

6) Hourly Rounding

Hourly compensation for services provided shall be charged and paid in 30 minute increments.

B. Travel Time and Mileage

The AOC will reimburse Courts for up to 50 percent of the cost of interpreter travel time or mileage when such charges are in accordance with this Exhibit A and reimbursed as identified below in *Interpreter Travel and Mileage Reimbursement*. In such event, travel time and mileage charges will only be reimbursed for interpreters meeting the Qualifying Event conditions. The AOC reserves the right to limit travel reimbursement to reasonable travel, based on known availability and location of certified, registered, or otherwise qualified interpreters.

INTERPRETER TRAVEL AND MILEAGE REIMBURSEMENT

Interpreter mileage and/or travel time will be reimbursed as follows:

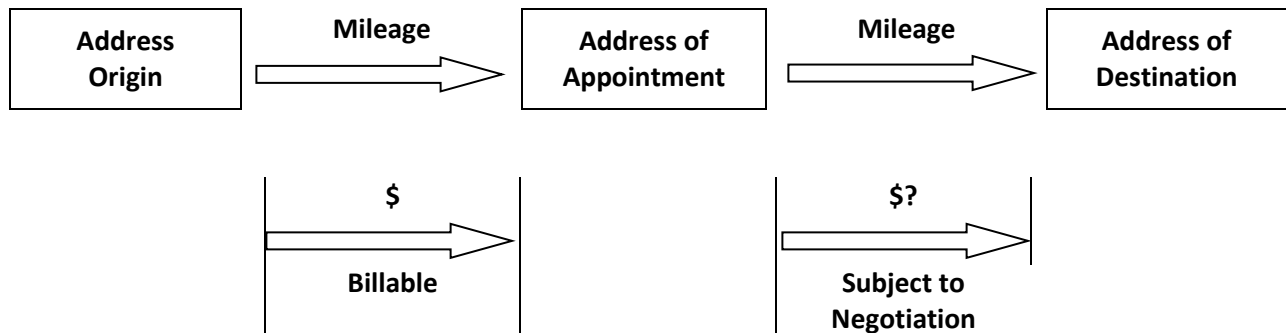
1. MILEAGE

Interpreter mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate. The Court will notify interpreters of any change in the OFM rate before it becomes effective.

Mileage will be reimbursed on a from “address of origin”¹ to “address of appointment”² basis. The Court and interpreter will negotiate reimbursement for mileage traveled from the “address of appointment” to “address of destination”³ on a case-by-case basis. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for mileage on an “address of appointment” to “address of destination” or roundtrip basis⁴.

Interpreter mileage related to an appointment is billable if a required party fails to appear. “Failure to appear” means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

Mileage related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable. If any proceeding or appointment is cancelled because of interpreter’s tardiness then the interpreter shall not be paid for travel.



¹ “Address of origin” means the interpreter’s home, office, or immediately previous appointment meeting place.

² “Address of appointment” means the courthouse or other location of the interpreter assignment.

³ “Address of destination” means the interpreter’s home, office, or immediately next appointment meeting place.

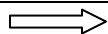
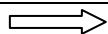
⁴ “Roundtrip” means from the interpreter’s home/office to the appointed meeting place, followed by the interpreter’s return to their home/office.

2. TRAVEL TIME

Travel time will be reimbursed on a from “address of origin” to “address of appointment” basis. The Court and interpreter will negotiate reimbursement for travel time from “the address of appointment” to “address of final destination” on a case-by-case basis at the time the appointment is requested. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for travel time on an “address of appointment” to “address of destination” or roundtrip basis.

Interpreters must travel for either a minimum of sixteen (16) miles or for one-half hour in order to be eligible for travel time reimbursement. Exceptions to the sixteen (16) mile minimum requirement shall be made when the use of a ferry contributes to the one-half hour or more of travel time.

Travel time will be reimbursed at a rate of one half the hourly interpreter rate for each hour of travel. Example: Interpreter traveled four hours to an appointment and the hourly rate is \$50. One half of the hourly rate is \$25. The calculation would be $4 \times \$25 = \100 for travel time.

Distance	Reimbursable
Origin  Appointment 0 -15 Miles	Mileage Only
Origin  Appointment 16+ Miles or half-hour travel*	Mileage or Travel Time* (but not both)

*Travel Time can be claimed only when traveling time is half hour (30 minutes) or more.

Interpreter travel time related to an appointment is billable if a required party fails to appear. “Failure to appear” means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

Travel time related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable. If any proceeding or appointment is cancelled because of interpreter’s tardiness then the interpreter shall not be paid for travel.