

**Oregon Judicial Department
Payment Protocols for Court Interpreters Paid from Mandated Payments
(In-Court Provision of Services)
Freelance Interpreters**

A. Independent Contractor (Freelance) Status

The freelance interpreter is an independent contractor and is not an employee of the Oregon Judicial Department (OJD).

B. Interpreter's Per-Hour Rate

1. [Certified Hourly Rates](#)
2. [Non-Certified](#)

C. Assignments

1. OJD assignments are mandated interpreter services scheduled by the OJD Interpreter Scheduler where statute requires and where the court needs the services of an interpreter to conduct the business of the court.
2. Assignments are offered as **blocks of time**. The block of time offered constitutes the guaranteed minimum payment. Blocks of time are established and confirmed at the time of scheduling. (See section D)
3. **Reassignments** will be made if practical, and if including travel time, will not extend the original block.
4. **Confirmed Assignment Time:** The OJD Interpreter Scheduler will confirm the arrival time included in the block. Because interpreters are expected to conduct their business professionally, interpreters must be on time to their blocks.
5. **Onsite preparation time** will be included in the scheduled length of the block for complex assignments as directed by CIS. Onsite preparation time, if included in the block, will be 15 minutes.
6. **Meal Breaks:** Interpreters will have a meal break, coinciding with and depending on scheduled court breaks. OJD does not pay for the meal break when the block begins before the break and ends after the break. OJD may pay for a meal break at its discretion if the interpreter is actually providing services during that time, or if due to reassignment during a block, travel is required during that time.

D. Blocks of Time

Assignments are offered as blocks of time. The block of time offered constitutes the guaranteed minimum payment. Blocks of time are established and confirmed at the time of scheduling.

1. Blocks of time offered to Oregon certified interpreters by the OJD Interpreter Scheduler may be between 2 and 7 hours or a portion of hours in duration depending on the nature of the assignment(s), (i.e. 2.25, 3.50 hours).
2. Blocks of time offered to non-certified interpreters by the OJD Interpreter Scheduler may be of 1 or more hours' duration depending on the nature of the assignment(s).
3. The OJD Interpreter Scheduler officially schedules, confirms, re-assigns, and releases interpreters on blocks.
4. The OJD Interpreter Scheduler will direct interpreters to individual assignments during their blocks. Interpreters will remain on standby while on their block, until the scheduler officially releases them.
5. **Standby** means that the interpreter is expected to remain readily available at the courthouse by mobile phone (or other arrangement with the OJD Interpreter Scheduler) for reassignment during the block, within the courthouse or to another court location. (See Reassignment, C. 3 above.)
6. **Official release** means the OJD Interpreter Scheduler has determined that the interpreter's services are no longer needed within the courthouse or at another location during the block. If a court (local court personnel, judge, trial court administrator, etc.) releases an interpreter while on a block, the interpreter is not yet *officially* released, and shall notify the OJD Interpreter Scheduler immediately for reassignment, standby, or official release from the block.
7. Interpreters may bill another Oregon state agency for work performed during an OJD block only after an OJD Interpreter Scheduler has *officially* released the interpreter from the remainder of the block.
8. An *officially* released Oregon certified interpreter who begins return travel during a block of greater than 2 hours may not charge return travel time until the block has expired. Travel time within a 2 hour block or less will be paid in full for certified interpreters.
9. An *officially* released non-certified interpreter who begins return travel during a block may not charge travel time until the block has expired.
10. An OJD Interpreter Scheduler may confirm two separate blocks during the same day, at the same court, to accommodate local interpreting workloads.

E. Interpreter's Expenses

1. **Billing increments** are to be rounded up to the nearest 15-minutes (.25 hours) after the block has been met. For example, an interpreter on a two-hour block, who has

provided services for 2 hours and 6 minutes, may bill for 2 hours and 15 minutes, or 2.25 hours.

2. **Mileage** will be calculated and paid per the distances on the Oregon Department of Administrative Services (DAS) mileage chart, city to city. For cities not included on the DAS chart, Google maps' city to city distances will be used.
 - a. Certified interpreters may bill for mileage reimbursement for travel outside of the city of residence at OJD reimbursement rates.
 - b. Non-certified interpreters may bill for mileage reimbursement only when pre-authorized and confirmed by an OJD interpreter scheduler
3. **Travel Time:**
 - a. Certified interpreters may bill for travel time reimbursement when the interpreter travels over 40 miles one-way in order to interpret for the OJD.
 - b. Certified interpreters may bill for travel time at a rate of ½ of the hourly rate, per travel hour. Travel time will be billed at a standard rate of 1.2 minutes per mile, defined as 1 hour for every 50 miles traveled, regardless of the actual time traveled.
 - c. Non-certified interpreters may bill for travel time reimbursement only when pre-authorized and confirmed by an OJD Interpreter Scheduler.
 - d. Mileage used to compute travel time (E.3.b) will be calculated using the Mileage Policy in E.2 above.
 - e. An *officially* released interpreter who begins return travel during the block may not charge return travel time until the block has expired except for Oregon certified interpreters travelling within a 2 hour block.
4. **Per diem:**

Payment for meals or lodging will only be reimbursed by prior authorization and confirmation by an OJD Interpreter Scheduler. All lodging reservations will be made by CIS.

F. Substitutions

Once an interpreter has accepted a block an interpreter may not send another interpreter in the assigned interpreter's stead. If an interpreter wishes to return a block the interpreter must notify the OJD Interpreter Scheduler at once.

The interpreter who actually provides the services to the court is the interpreter who is to bill the court; one interpreter cannot "bill for another" and pass some or all of the payment on to another interpreter.

G. Cancellations

When confirmed blocks are cancelled, (see “officially released” sections D.6, 8, 9 and E.3.e), the interpreter may bill for the block under the following conditions:

1. If the OJD Interpreter Scheduler cancels or officially releases an interpreter from a block after 12:00 p.m. two judicial days prior to the block, the interpreter may bill for the block.
2. If the OJD Interpreter Scheduler cancels or officially releases an interpreter from a block before 12:00 p.m. two judicial days prior to the block, the interpreter may not bill for the block.
3. Each day of multi-day assignment block is considered a separate block for purposes of cancellation or *official* release and follows the cancellation policy on a day-by-day basis.

Example: A five-day assignment block (i.e. trial) with a 7 hour block per day that pleads the morning of the third day, with an *official* release from the OJD interpreter scheduler, would pay the interpreter a 7 hour block for that third day. The interpreter would be paid for a 7 hour block for the fourth day. No block would be paid for the fifth day.

H. General Expectations

1. **Reductions of Interpreter Billings:** The interpreter’s billings will be reduced accordingly if the following occurs:
 - a. The interpreter is late for a block as noted by OJD personnel. “Late” means that an interpreter has arrived after the appropriate or expected time, especially when the late arrival time interferes with the interpreter’s effectiveness or usefulness at the start of a block.
 - b. The interpreter leaves the block prior to the block’s ending time without official release by the Interpreter Scheduler.
 - c. The interpreter does not make him or herself readily available to the OJD Interpreter Scheduler during blocks via mobile phone or other contact agreement.
 - d. The interpreter bills or provides services to another client or Oregon state agency during some or all of the OJD block without having been *officially* released by the OJD Interpreter Scheduler.
 - e. An officially released interpreter begins return travel during their block. The interpreter may not charge return travel time until the block has expired, except as outlined in section D.8.
2. **Exception: “Courtesy Interpreting”**

OJD permits incidental interpreting for attorney-client communication or brief interpreting for others. Incidental courtesy interpreting should be limited to 10 minutes or less.

Examples: When waiting for the court-scheduled assignment to begin or at counsel table, for attorneys, probation officers, DHS workers, etc.

3. Submission Deadlines for Billings

Billings should be submitted within 30 days of the assignment and include all required information. ORS 293.321 requires that any claim against the State of Oregon Judicial Department must be submitted with supporting evidence for payment within two years after the date the claim accrues. Delay in submitting OJD billing forms will delay payment processing.

ORS 293.462 (4) defines overdue claims from a state agency as those that have not been paid within 45 days.

4. Use of OJD Billing Forms

Interpreters must bill OJD using current OJD billing forms. Forms must be filled out completely and must include the initials of OJD personnel verifying departure time at the time of service as well as cancellation information, if applicable. Using other forms or billing errors will result in the form being returned and will delay payment processing.

5. Consequences of Violating Payment Policies

Should Oregon Judicial Department personnel find that an interpreter has violated these policies or submitted an intentionally inaccurate billing statement, OJD shall correct the billing and may cease to schedule the interpreter in Oregon State Courts.

6. Inclement Weather and Unplanned Court Closures

- a. The administrative authority of the local circuit court may officially declare a local circuit court closure due to inclement weather or other emergency reasons. Decisions on closures are made on a judicial district basis, not statewide.
- b. In the case of the closure of court due to inclement weather or other emergency, the interpreter may bill just as if officially released or cancelled.
- c. If the court remains open but an interpreter reasonably believes that travel is unsafe the interpreter may return the block by advising the OJD Interpreter Scheduler before the block is scheduled to begin. The interpreter may not bill for the block.

Rates for Certified and Registered Interpreters – List of Languages
(Current as of January 2019 – Subject to Change)

<u>Certified Interpreters</u>
Spoken Language Certified Interpreters: \$46.50/hour
ASL Certified Interpreters: \$61.50/hour

- Arabic
- Bosnian Serbian Croatian
- Cantonese
- French
- Haitian Creole
- Hmong
- Illocano
- Khmer
- Korean
- Laotian
- Mandarin
- Polish
- Portuguese
- Russian
- Spanish
- Tagalog
- Turkish
- Vietnamese

Rates for Certified and Registered Interpreters – List of Languages
 (Current as of January 2019 – Subject to Change)

Registered Interpreters			
Beginning rate of \$34.50/hour			

Afrikaans	Ga	Laotian	Telugu
Akan-Twi	Georgian	Latvian	Thai
Albanian	German	Lithuanian	Tibetan
Amharic	Greek	Macedonian	Tamil
Apache	Gujarati	Malay	Tausug
Arabic	Haitian Creole	Malayalam	Tibetan
Armenian	Hausa	Mandingo-Bambara	Tigrinya
Azerbaijani	Hebrew	Mandarin	Turkish
Baluchi	Hiligaynon	Navajo	Turkmen
Bengali	Hindi	Nepali	Twi (Akan)
Bosnian	Hmong	Norwegian	Uighur
Bulgarian	Hopi	Oromo	Ukrainian
Burmese	Hungarian	Pashto	Urdu
Cambodian	Ibo	Persian-Farsi	Uzbek
Cantonese	Igbo	Polish	Vietnamese
Cebuano	Ilocano	Portuguese	Wolof
Chavacano	Indonesian	Punjabi	Yorba
Croatian	Italian	Romanian	
Czech	Jamaican Patois	Samoan	
Danish	Japanese	Serbian	
Dari	Javanese	Sindhi	
Dutch	Kashmiri	Sinhala	
Ewe	Kazakh	Sinhalese	
Fante (Akan)	Kikongo-Kongo	Slovak	
Farsi	Kiro	Somali	
Finnish	Korean	Swahili	
French	Kurdish (Sorani)	Swedish	
French Canadian	Kurdish-Kurmanji	Tagalog	
Fulfulde (Fulani)	Lao	Tajik	

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Interpreters with No Credential
Beginning rate of \$28/hour