

Oregon Judicial Department (OJD)
Payment Protocols for Contract Court Interpreters

Effective: January 1, 2022

1. DEFINITIONS

Assignment: An event assigned to an interpreter during their [block](#).

Available: The interpreter is in communication with the [scheduler](#) by mobile telephone during the [block](#) and is ready to interpret [assignments](#) as directed.

Billable: An [assignment](#) or expense that is eligible for payment or reimbursement from OJD. See also [canceled billable](#) and [canceled non-billable](#).

Billing Increments: Interpreting time for [extended blocks](#) is recorded in quarter hours (15 minutes), rounded up to the nearest 15-minutes (.25 hours).

Billing Statement: The OJD form completed by interpreters for payment for services provided and confirmed expenses.

Block: The guaranteed minimum payment for a [confirmed](#) interpreter. A block has a designated beginning time and end time; may be 2 to 8 hours (or fractions thereof) in length; may be scheduled more than once per day; and may include: [reassignment](#), [preparation time](#), an unpaid lunch [break](#), or [extensions](#) of the block. [Multi-day](#) requests are separate blocks.

Break: An unpaid lunch time determined by the court when the interpreter is not expected to interpret. For services provided during a lunch break, see [section 4.m](#) below.

Canceled Billable: An interpreter was no longer needed, and the [assignment](#) was canceled by the [scheduler](#) after 8:00 a.m., two [judicial days](#) before the [assignment](#). The interpreter may bill for the [block](#) and must remain [available](#) for [reassignment](#) until the [block](#) has ended.

Example: If a confirmed block for Monday from 9:00 a.m. to 12:00 p.m. is canceled the previous Thursday at 11:00 a.m., then there were less than two judicial days before the assignment was canceled. The block is considered to be canceled billable, and the interpreter must remain available for possible reassignment on Monday from 9:00 a.m. to 12:00 p.m.

Canceled Non-Billable: An interpreter was no longer needed, and the [assignment](#) was canceled by the [scheduler](#) before 8:00 a.m., two [judicial days](#) before the [assignment](#). The interpreter does not need to remain [available](#).

Confirmed/Confirmation: OJD pre-[assignment](#) written agreement of the [services](#) and payment terms according to OJD Payment Protocols.

Courtesy Interpreting: Incidental interpreting for attorney-client communication limited to 10 minutes or less.

Extended Block: An interpreter provides [services](#) before or after the [block](#), or during a lunch break to accommodate the [scheduler](#) or the court.

Extraordinary Expense: An unforeseen expenditure [confirmed](#) as [billable](#) by the [scheduler](#) (e.g., extraordinary travel circumstances, international calling charges). Interpreters must communicate an unforeseen expense to the scheduler for [confirmation](#) within one [judicial day](#) after the expense is incurred.

Independent Contractor: A freelance interpreter who is not an employee of the state, who provides [services](#) in adherence to the [Code of Professional Responsibility for Interpreters in the Oregon Courts](#), and who provides their own [tools](#) and transportation.

Interpreter Services: In-person or remote professional interpreting for a fee in adherence to the [Code of Professional Responsibility for Interpreters in the Oregon Courts](#).

Interpreting Tools: Interpreting equipment for in-person or remote interpreting [services](#), which may include notepads, pens, mobile phone, simultaneous interpreting equipment, internet connected computer and videoconferencing applications, web camera, or wired headset with microphone and mute button.

Judicial days: Official court business days.

Late: An interpreter arriving after the [confirmed assignment](#) start time.

Mileage: Reimbursable expense for contractor-owned vehicle to travel outside of the city of residence, calculated city to city, using the [OJD mileage chart](#). Mileage is paid at the [Federal Travel Rates](#).

Multi-Day Request: A request for a language need that spans more than one [judicial day](#). Each day is considered a separate [block](#) with distinct [canceled billable](#) times (i.e., a [request](#) for a 5-day trial equates to 5 [confirmed blocks](#), one for each day).

Example: A 5-day trial, confirmed as a 7-hour block each judicial day, ends early on the morning of the 2nd day. Days 1 and 2 are billable, days 3 and 4 are canceled billable, and day 5 is canceled non-billable. The interpreter must remain available for reassignment for the remainder of day 2 and all day on days 3 and 4.

OJD – CLAS Mileage Chart: An [OJD tool](#) used to calculate distances from city to city for billing. The OJD-CLAS mileage chart replaces the Oregon Department of Administrative Services mileage chart (2021).

Per Diem: A daily allowance for lodging or meal expenses while traveling. They may be offered at the [scheduler's](#) discretion. Per diem rates are the [Federal Standard Oregon Rate](#). OJD direct-billed lodging reservations will be made by the [scheduler](#).

Preparation Time: Time offered at the [scheduler's](#) discretion for an interpreter to review case-specific information for a complex [assignment](#).

Reassigned/Reassignment: The [scheduler](#) may direct the interpreter to a new OJD [assignment](#) or assignments in the same or a different county. The overall time required for the new [assignment\(s\)](#), including [travel time](#), must fall within the original [block](#) start and end times.

Request: Language need for interpretation received by CLAS.

Returned Assignment: When a [confirmed](#) interpreter informs the [scheduler](#) that they are no longer available to fulfill an [assignment](#) or [block](#).

Scheduler: OJD Court Language Access Services personnel who provide direction to and confirm [services](#) of interpreters. Direction from court personnel, judges, attorneys, court security officers, or others do not constitute [confirmed services](#) payable from statewide funds.

Timely Notification: Communication with the scheduler within one [judicial day](#) after an incident of [extraordinary expense](#) or an [extended block](#).

Travel Time Formula (OJD formula): A standard rate of 1.2 minutes per mile (or 1 hour for every 50 miles traveled), at half of the hourly interpreting rate.

Travel time = $(total\ mileage/50) \times (0.5 \times hourly\ interpreting\ rate)$

Travel Time: Reimbursable expense for the duration of ground travel to and from an OJD [assignment](#) location. Ground travel is paid according to the [OJD Travel Time Formula](#), regardless of actual time traveled. Other forms of travel time are negotiable.

Unavailable: The [confirmed](#) interpreter is not in communication with the [scheduler](#) by mobile telephone during the [block](#), is [late](#), or otherwise not ready to provide interpreting [services](#) as described in the confirmation.

2. OVERVIEW AND PAYMENT AUTHORITY

The purpose of these policies is to provide interpreters, courts, and interested persons information about payments for interpreting services at the Oregon Judicial Department (OJD). The [interpreter services](#) provided according to these policies are those of an [independent contractor](#) who is not an employee of the state. The State Court Administrator assists the Chief Justice in supervising the state courts by setting out the statewide personnel and administrative rules and policies for courts in a unified state court system. The State Court Administrator oversees state-funded court interpreter services and only the State Court Administrator or their designee can authorize exceptions to these policies. The [Office of the State Court Administrator](#) provides centralized court interpreter scheduling services through scheduling staff in [Court Language Access Services](#) (CLAS).

OJD provides limited English proficient (LEP) and deaf or hard-of-hearing court users with meaningful language access to court programs and services. Interpreting services are provided for exclusive use in court proceedings and to assist OJD judges and personnel to do the work of the court ([ORS 45.275](#)). Where the statutes are silent or the law provides for others to pay for judicial-related services, the OJD does not have a responsibility to pay for interpreting services. However, for the efficiency of the court process, interpreters may provide brief, [courtesy interpreting](#) services for incidental communication.

3. ADHERENCE TO THE CPR

All interpreters must adhere to the [Code of Professional Responsibility for Interpreters in Oregon Courts](#) (CPR) while providing interpreting services to OJD.

4. BLOCKS AND RESPONSIBILITIES

- a. [Assignments](#) are offered as blocks of time, which are [confirmed](#) at the time of scheduling.
- b. The [confirmed block](#) constitutes the guaranteed minimum payment for interpreters who remain [available](#) to OJD during the entire block.
- c. During a block, interpreters must have a mobile phone for communication with the scheduler.
- d. [Blocks](#) may be two (2) to eight (8) hours in duration, and are scheduled in quarter hour increments (e.g., 6.5 hours, 3.25 hours).
- e. [Preparation time](#), if any, must be approved by the [scheduler](#) and included in the [block](#).
- f. [Blocks](#) may be [confirmed](#) as one or more separate blocks during the same day.
- g. [Blocks](#) may be scheduled in more than one OJD judicial district and may include [reassignment](#) during the block.
- h. Each day of a [multi-day request](#) is a separate [block](#).
- i. Only [schedulers](#) may [reassign](#) or cancel an interpreter's [block](#).
- j. The court or the [scheduler](#) may request an interpreter to [extend](#) their [block](#), however, the interpreter is not obligated to do so.
- k. Interpreters must inform the [scheduler](#) of court-initiated [extended blocks](#) within one [judicial business day](#) after the extended block.
- l. After completing the last assignment scheduled during a block, interpreters must contact the [scheduler](#) for additional [assignments](#) during the time remaining in the [block](#), if any.
- m. Unpaid lunch [breaks](#) during a block are at the court's discretion. Lunch breaks are assumed, but not guaranteed to last 60 minutes or fall between 12:00 p.m. and 1:00 p.m.

If a block is scheduled to begin before the lunch hour and end after the lunch hour:

- i. The total block duration will reflect the reduction of 60 minutes to accommodate the unpaid meal period.
- ii. The interpreter must take their 60-minute meal period during the court ordered break.
- iii. If the interpreter receives a shortened meal break or is required to be available to the court for longer than the confirmed block time, the interpreter must notify the scheduler within one [judicial business day](#) after the extended block in order to be paid for the additional interpreting time.

5. CANCELLATIONS

- a. [Blocks](#) may be canceled by the [scheduler](#) at any time.
- b. The time of cancellation determines whether the [assignment](#) is [canceled billable](#) or [canceled non-billable](#) and the interpreter's obligation to remain available or not.
- c. Each day of a [multi-day request](#) is a separate [block](#).
- d. Court closures due to inclement weather or an emergency at the assigned block location are [canceled billable](#) blocks.
- e. Interpreters may [return assignments](#) by notifying the [scheduler](#) at the earliest opportunity, and may not send another interpreter in their place.

6. INTERPRETERS' RATES AND EXPENSES

- a. Hourly interpreting rates:
 - OJD Certified Spoken Language Court Interpreter: \$50/hour
 - OJD Certified ASL Court Interpreter: \$65/hour
 - OJD Registered Court Interpreter: \$37/hour
 - Non-Certified Interpreter (must be conditionally approved): \$30/hour
 - Out-of-state interpreter: negotiable
- b. OJD will not reimburse or pay for any expense not included in the [confirmation](#).
- c. Original receipts must accompany a request for reimbursement of [confirmed](#) expenses.
 - i. Scanned copies or vendor supplied electronic copies of original receipts are permitted.
 - ii. Original receipts must show the merchant's name, the expense amount, a detailed description of the purchased service or item, and the date of purchase.
- d. [Extraordinary expenses](#) must be reported to and [confirmed](#) by the [scheduler](#) within one [judicial day](#) after the expense was incurred.
- e. Interpreting time for [extended blocks](#) is recorded in quarter hours, rounded up to the nearest 15 minutes (.25 hours).
- f. Mileage:
 - i. [Mileage](#) reimbursement is billable for travel outside of the interpreter's city of residence, using the [OJD – CLAS Mileage Chart](#).
 - ii. For cities not listed on the [OJD – CLAS Mileage Chart](#), Google Maps shortest distance route will be used.

- g. [Travel Time](#):
- i. [Travel time](#) is billed at ½ of the hourly interpreting rate.
 - ii. [Travel time](#) is [billable](#) when:
 - Travel to an OJD [assignment](#) location occurs before the block begins and is more than 40 miles each way.
 - Travel from an OJD [assignment](#) location occurs after the [block](#) ends and is over 40 miles each way.
 - Travel to or from an OJD [assignment](#) is over 40 miles each way and is during a [block](#) of 2 hours or less.
 - iii. [Travel time](#) is calculated using the [mileage](#) definition and this [OJD formula](#): $\text{Travel time} = (\text{total mileage}/50) \times (0.5 \times \text{hourly interpreting rate})$ (i.e., total [mileage](#) divided by 50, times ½ of the hourly interpreting rate).
- h. [Per diem](#) is [billable](#) if [confirmed](#) by the [scheduler](#).
- i. Other expense reimbursements are [billable](#) if [confirmed](#) by the scheduler.

7. PAYMENTS

- a. Interpreters must submit their bill using the OJD [billing statement](#).
- b. Payment for completed [services](#) is normally made within 30 days of the date the OJD [billing statement](#) is received by CLAS.
- c. 45 days after CLAS receives the OJD [billing statement](#), the interpreter may assess OJD overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (per [ORS 293.462](#)).
- d. The following are examples, among others, of reasons why an interpreter's payment may be reduced, delayed, or denied:
 - i. Payment reduced
 - The interpreter was [late](#).
 - The interpreter declined [reassignment](#).
 - The interpreter was [unavailable](#) during the [block](#).
 - The interpreter began return travel before the [block](#) ended, except as noted for two hour [blocks](#) in [section 6.g.ii](#).
 - The interpreter provided [services](#) to another client during an OJD [block](#).

- ii. Payment delayed
 - The interpreter did not use an OJD [billing statement](#).
 - The interpreter presented an inaccurate, illegible, or incomplete OJD [billing statement](#).
 - The interpreter submitted an OJD [billing statement](#)(s) more than 30 days after [services](#) were provided.
 - The interpreter did not provide [timely notification](#) of an [extended block](#).
 - The interpreter did not provide [timely notification](#) of [extraordinary expenses](#).

- iii. Payment denied
 - The interpreter was [unavailable](#) for the block or did not provide [confirmed services](#).
 - The interpreter [returned an assignment](#) or [block](#).
 - The interpreter presented ineligible or non-[confirmed](#) expenses.
 - The interpreter failed to present receipts for expenses.
 - The interpreter presented billings more than two years after [services](#) were completed ([ORS 293.321](#)).

8. VIOLATION OF OJD PAYMENT PROTOCOLS FOR CONTRACT COURT INTERPRETERS

In the event of willful violation of protocols, intentionally inaccurate billing, or breach of confirmed [services](#), the interpreter may be subject to disqualification for additional services to OJD.

HISTORY:

Prior Version Effective Date: 01/01/2012