



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

**FOREIGN LANGUAGE AND SIGN LANGUAGE
INTERPRETER COMPENSATION POLICY & ASSIGNMENT PROTOCOL**

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 foreign language interpreters for non-English speaking parties or witnesses in the state and local courts of Arkansas. (Ark. Code Ann. §16-10-1106 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. § 16-31-108.

The Arkansas General Assembly appropriates funds for the purpose of reimbursing the services of eligible foreign language and sign language interpreters who serve during in-court proceedings in the state's circuit and district courts. Because the amount of money available is insufficient to provide for the large demand for interpreter services in the state, courts are urged to utilize the services of these interpreters as efficiently as possible. The AOC has staff positions for three full-time certified Spanish interpreters and one certified sign language interpreter who are available on request and as time permits to provide direct interpreter services to state courts.

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ELIGIBLE FOREIGN LANGUAGE AND SIGN LANGUAGE INTERPRETERS

An **eligible** interpreter is one whose name appears on the current registry of interpreters maintained by the AOC and who has met all the requirements prescribed by the Arkansas Supreme Court to serve in a particular case. An eligible foreign language interpreter may also be an interpreter currently certified by another state which administered the Oral Proficiency Exam developed by the Consortium for Language Access in the Courts (formerly known as the Consortium for State Court Interpreter Certification) which is currently the Language Division at the National Center for State Courts or who is certified by the Federal Courts, and has registered with the Arkansas Court Interpreter Services Program. Written verification of current certification/qualification by the certifying entity is required. An eligible sign language interpreter holds current and recognized certification from the Registry of Interpreters for the Deaf (RID) and is a member in good standing with RID and the Arkansas Registry of Interpreters for the Deaf (ARID). Written verification of certification and membership must be provided to the AOC.

PROCEDURE FOR REQUESTING INTERPRETERS

When a state circuit or district court becomes aware that a foreign language interpreter or sign language interpreter or other auxiliary aid will be needed for an in-court proceeding, the request should be made by the court by using the online system, www.aocinterpreters.com provided by the AOC's Court Interpreter Services (CIS). Each court will be provided its own Login, Password and Codeword and complete instructions on how to request the interpreter. The request needs to be made only by the court's office. For questions, Court Interpreter Services may be reached at 501-682-9400 or 1-800-950-8221.

If a Spanish interpreter is required and one of the staff interpreters is available, one will be assigned to interpret for the proceeding. If the staff interpreters are not available, Court Interpreter Services will contract with an available freelance certified Spanish interpreter who is listed on the registry of interpreters. Considering the complexity of the case, the Director of Court Interpreter Services will match the interpreter to the assignment. If interpretation for a language other than Spanish is required, Court Interpreter Services will contract with an available freelance interpreter who is listed on the registry of interpreters. If an interpreter for a language that is not listed on the registry of interpreters is required, Court Interpreter Services will perform a search on the NCSC Language Access list-serve of other states' interpreters and will verify that the credentials and training of the interpreter meet reciprocity standards with Arkansas courts. If the available contract interpreter is out of state and is required to travel to Arkansas, the Director of Court Interpreter Services will take into consideration the interpreter fee, travel time fee, airfare, lodging, per diem and any additional related costs to bring the interpreter to Arkansas and factor in the complexity of the case, type of case, rarity or complexity of the language required, length of time the case is set for and availability and training of contract interpreter. In order to control costs, the Director of Court Interpreter Services may recommend remote video or telephone interpreting services as an alternative to having the interpreter present in the courtroom.

If a sign language interpreter or other auxiliary aid is needed for a person who is deaf, deaf blind or hard of hearing, the full time staff interpreter will be scheduled to interpret for the proceeding. If the sign language staff interpreter is not available, Court Interpreter Services will contract with an available freelance interpreter who is listed on the registry of interpreters. Whenever it is determined that the services of a specialized linguistic facilitator will be beneficial as an additional communication aid, a deaf interpreter will be assigned along with the certified sign language interpreter.

If a conflict in scheduling should arise, CIS will contact the court directly to resolve it.

PROCEDURE FOR PAYMENT FOR INTERPRETER SERVICES

The AOC prescribes a Reimbursement Request Form and Court Interpreter Services provides it to each interpreter to use as his/her invoice for payment. At the conclusion of the court appointed interpreter services, the contract interpreter will complete the appropriate sections of the payment form and present it to the judge for approval. The judge will certify that the interpreter provided the services for the court by signing the completed payment form. Only the judge should sign this form.

The interpreter will then forward the original copy of the completed payment form to the AOC, Court Interpreter Services, for payment.

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

For payment, the AOC must receive the completed Reimbursement Form by the 5th day of the month following the interpreter's court assignment.

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

RATE OF PAYMENT

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

CERTIFIED INTERPRETERS

A **certified foreign language interpreter**, as denoted on the registry of 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 .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 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.

A **RID Certified interpreter**, as denoted on the registry of 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.

Certified Deaf Interpreter - Is recognized as a specialized linguistic facilitator. A deaf interpreter, whose name appears on the registry of interpreters as a **certified deaf interpreter**, as denoted on the registry of 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. Certified deaf interpreters shall always be teamed with a certified ASL interpreter.

NON-CERTIFIED INTERPRETERS

A foreign language interpreter whose name is on the registry of interpreters as a **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 .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 AOC Court Interpreter Services 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 Court Interpreter Services.

Deaf Interpreter – Is recognized as a specialized linguistic facilitator. A deaf interpreter whose name appears on the registry of interpreters as a **deaf interpreter**, but who has not reached a certified level will be paid \$60.00 for the first two hours for in-court service with a guaranteed two hour minimum. Additional hours in increments of 15 minutes will be paid at a rate of \$20.00 per hour. **Non-certified deaf interpreters are not eligible for travel time.** The AOC Court Interpreter Services reserves the right to offer travel time of \$10.00 per hour to any non-certified deaf interpreter 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 their residence, and has been authorized by the Director of Court Interpreter Services. Non-certified deaf interpreters shall always be teamed with a certified ASL interpreter.

COURT ASSIGNMENTS

GENERAL COURT ASSIGNMENTS FOR INTERPRETERS

When a state court determines that a language or ASL interpreter is needed for a defendant, victim or witness, the court will enter the case information in the on-line IMSS system to request the interpreter through the CIS office. CIS monitors the court's requests and assigns the interpreter according to the needs of the court. CIS may assign a staff interpreter to the case or request a contract interpreter; depending on the complexity of the case, geographical location of the interpreter and/or costs that may be involved. All assignment requests for foreign language or ASL or deaf interpreters will be entered into the on-line system. CIS may call the interpreter first to verify availability before entering request on the on-line system but acceptance of the assignment is defined when the interpreter accepts the assignment on-line on the IMSS system.

All interpreters whose names appear on the Registry of Interpreters are provided with a secure password to the IMSS system to view their individual requests. These requests are not viewable by anyone else other than that particular interpreter logged-in.

An interpreter shall not take any assignments that have not been offered to him/her specifically by CIS through the on-line IMSS system.

Any assignment offered is subject to cancellation or change.

Once the assignment has been accepted it is the responsibility of the interpreter to call the court ahead of time to verify the information provided by the court such as: location of the assignment, time the interpreter is needed, and length of in-court services needed for that particular assignment. Interpreter will report back to CIS if any information is different than what the court originally entered.

If a foreign language or ASL interpreter is requested for more than one assignment in two different courts which are located within the same courthouse, and both assignments are completed within the allotted time for the guaranteed minimum fee, the interpreter should invoice the minimum hourly fee on one invoice and prepare a second invoice with only the judge's signature as confirmation that the services were provided, cross reference and turn in both forms for payment. The interpreter cannot invoice a minimum guaranteed fee for each judge. If the assignments are in the same city but in different locations, the interpreter is allowed to invoice the minimum fee for each location and travel time and mileage (if entitled) between the different locations.

STANDARD INTERPRETER DAY ASSIGNMENTS

In an effort to meet the high demand of some state courts with the limited foreign language interpreter resources available, CIS has developed the "Standard Interpreter Day". Each court chooses a particular day of the week or month to set their interpreter cases, and CIS automatically assigns the interpreter. Participation from the courts is voluntary, but both the court and CIS benefit from the arrangement. By assigning one interpreter for multiple cases on the same day, interpreter services are utilized efficiently, thus saving money. The TCA or District Clerk benefits from not having to enter each day into the IMSS system, and the assigned interpreter will have the responsibility of calling the court to see about changes and make sure the services will be needed.

The interpreters who participate in Standard Interpreter Day are offered the assignments on a monthly or quarterly basis; depending on the frequency a particular court needs the service. CIS guarantees the length of the assignment offered to the interpreter while the interpreter agrees to maintain communication with the court in order to be certain the interpreter is needed and to ascertain the approximate length of time services will be needed for that particular day. In the rare event that the court does not need the services of the interpreter on any particular day, the interpreter will be eligible for a cancellation fee as per the Cancellation Policy.

CANCELLATION POLICY

Cancellation fees are reimbursed only to foreign language, ASL or any other interpreter who has confirmed acceptance of the assignment.

Notice of the cancellation of a proceeding for which a certified foreign language, ASL or any other interpreter has been scheduled should be provided by the Court to the AOC, Court Interpreter Services, as soon as the court is aware of a change in the type of hearing or a cancellation. When CIS receives a cancellation of an assignment, CIS will determine if there are any unfilled interpreting needs within that vicinity. If there is no additional available work for the contract interpreter, the CIS will cancel the assignment and pay the cancellation fee as shown below. The AOC, Court Interpreter Services, will contact the interpreter assigned immediately upon receiving notification of the cancellation or change of type of hearing. The contracted interpreter is deemed advised of a cancellation when notice of the cancellation is given to the interpreter via telephone call, voicemail and/or by email at the contact telephone number and email address as listed in the *Registry of 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.

Contract interpreters who receive at least 24 hour advance notice of a cancellation of any assignment will not be entitled to a cancellation fee.

CANCELLATIONS OF ASSIGNMENTS OF LESS THAN TWO DAYS

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 4 hours or less, as per the assignment request, advised of cancellation less than 24 hours in advance, excluding weekends and holidays, but before the interpreter could have reasonably been expected to leave for assignment.	The contract interpreter will be paid the minimum rate for any proceeding which was estimated at 4 hours or less.
Interpreter contracted for on-site assignment of an estimated duration of more than 4 hours, as per the assignment request, advised of cancellation less than 24 hours in advance, excluding weekends and holidays, but before the interpreter could have reasonably been expected to	The contract interpreter will be paid the four hour minimum for any proceeding with an estimated duration of more than 4 hours.

leave for assignment.	
Interpreter contracted for on-site assignment of an estimated duration of more than 4 hours, arrives at the courthouse without having been advised of the cancellation or change in type of hearing.	The contract interpreter will be paid a four hour fee for that day, plus any mileage and travel time to which the contract interpreter would be entitled.

CANCELLATION OF ASSIGNMENTS OF TWO DAYS OR LONGER

Cancellation Circumstance	Payment to Be Made
Contract interpreter advised of cancellation a minimum of 24 hours in advance, excluding weekends and holidays.	None
Contract interpreter has been scheduled for an assignment, but the start date has to be postponed by one day and the interpreter is advised of the postponement less than 24 hours in advance, excluding weekends and holidays.	Four hours of the fee to which the contract interpreter would have been entitled on that first day.
Contract interpreter is advised of cancellation while en route to, immediately upon arrival, or after starting to provide services but before the end of the last date originally contracted for (e.g., case continued, parties do not show, case settles, case concludes early, etc.)	For an assignment of two to four days: <ol style="list-style-type: none"> 1. Four hour fee for the date for which the assignment/contract is cancelled. 2. Four hour fee to which the contract interpreter would be entitled for the next day. 3. Mileage reimbursement to which the contract interpreter would be entitled for each day traveled, if any. 4. No payment due for additional days if cancellation is more than 24 hours in advance for those days.

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
Courthouse closed before start of business day and interpreter did not leave to go to the courthouse.	None
Courthouse closed before start of business day but interpreter leaves to get to courthouse and learns of the closing while en route or upon arrival. The closing of the courthouse was advertised in local media on a timely basis but interpreter was unaware.	None
Courthouse closed before start of business day but interpreter leaves to get to courthouse and learns of the closing while en route or upon arrival and the contract interpreter could not have known not to come given the timing of when the closing was posted.	Whatever mileage and travel fee, if any, to which the contract interpreter may ordinarily be entitled.
Courthouse closed during the day but interpreter services were provided before closing.	Whatever compensation interpreter would have been entitled to on that date.

If an assignment of a contract interpreter is cancelled within the time frame that would constitute a cancellation fee but CIS offers another assignment as a replacement of the original assignment that was cancelled, no cancellation fee will be paid. If the new assignment lasts longer than the time covered by what the cancellation fee would have been, the interpreter will be paid for the entire time at his/her normal reimbursement rate. If the replacement assignment requires interpreter to travel, mileage and travel reimbursement to which the contract interpreter is entitled will be paid.

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

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.