

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	
<b>MEETING DATE:</b> F/C 10/08/19 B/C 10/22/19	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
<b>SUBJECT:</b> Interagency Agreement IAA20146 with Administrative Office of the Courts for Court Interpreter Funding	Pass Resolution <u>xx</u>	PUBLIC HEARING
<b>Prepared By:</b> Rosa Garcia	Pass Ordinance         _____	1ST DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Pass Motion             _____	2ND DISCUSSION
	Other                     _____	OTHER

**BACKGROUND INFORMATION**

The State of Washington, Administrative Office of the Courts (AOC) is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. The interpreter funding is targeted to reimburse Certified, Registered and Qualified Interpreters for interpreter services in accordance with the Interpreter Services Funding Requirements.

**SUMMARY**

The period of performance for this agreement is from July 1, 2019 through June 30, 2020. The Interagency Agreement is backdated to July 1, 2019 so that services are not interrupted, and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2019. The contract was not received until September 19, 2019.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Interagency Agreement #IAA20146 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

**COORDINATION**

Coordination of the agreement occurred as follows: Jennifer Johnson, Franklin County Chief Civil Deputy Prosecuting Attorney who reviewed the agreement as to form; Administrative Office of the Courts (AOC); and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

The reimbursed compensation from the Administrative Office of the Courts (AOC) is a maximum of \$11,627.00.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the AOC Contract (IAA20146) between Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County all four (4) originals are to be returned to Rosa Garcia for AOC signature.

I certify the above information is accurate and complete.

Rosa Garcia

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,  
WASHINGTON**

**IN THE MATTER OF AWARDING THE INTERAGENCY AGREEMENT IAA20146  
BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON,  
ADMINISTRATIVE OFFICE OF THE COURTS**

**WHEREAS**, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement IAA20146 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented; and

**WHEREAS**, the new agreement was not received until September 19, 2019 and is backdated to July 1, 2019 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2019; and

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, that the boards hereby concur with the Administrator and approve the Interagency Agreement IAA20146 between the Juvenile Justice Center and the State of Washington, Administrative Office of the Courts; and

**BE IT FURTHER RESOLVED**, the Juvenile Justice Center will be reimbursed a maximum of \$11,627.00 for costs incurred during the period of performance; and

**BE IT FURTHER RESOLVED**, that the chairman is authorized to sign the attached Interagency Agreement; and

**BE IT FURTHER RESOLVED**, the agreement is effective July 1, 2019 and expires on June 30, 2020.

**DATED** this \_\_\_ day of \_\_\_\_\_ 2019

**BENTON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**DATED** this \_\_\_ day of \_\_\_\_\_ 2019

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**INTERAGENCY AGREEMENT IAA20146**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**BENTON/FRANKLIN COUNTIES JUVENILE COURT**

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Benton/Franklin Counties (County), for the purpose of distributing funds for court interpreter services expenses to the Benton/Franklin Counties Juvenile Court (Court).

**1. DEFINITIONS**

For purposes of this contract, 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/](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://www.dshs.wa.gov/altsa/odhh/certified-court-interpreters>
- 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/](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 RCW 2.42 and/or RCW 2.43.

**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, 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 shall implement, maintain, and update their Language Assistance Plan (LAP) before April 30, 2020. The Court agrees to work collaboratively with the Washington State Supreme Court Interpreter Commission and its assigned staff to review the Court's Language Access Plan for compliance with the legislative language contained in chapter 2.43 RCW, which requires that the Court's LAP be reviewed and approved by the Supreme Court Interpreter Commission. Failure to do so may result in the loss of funding for the next fiscal year.

### **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, 2019, regardless of the

date of execution and which shall end on June 30, 2020.

## 5. COMPENSATION

- a) The Court shall be reimbursed a maximum of \$11,627 for interpreter services costs incurred during the period of July 1, 2019 to June 30, 2020. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2020.
- b) The Court shall receive payment for no more than 50 percent of its costs for interpreter services as set forth in Exhibit A, and incorporated herein.
- 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, 2019 and September 30, 2019, must be received by the AOC no later than December 31, 2019.
  - 2) Reflecting Qualifying and non-qualifying Events occurring between October 1, 2019 and December 31, 2019, must be received by the AOC no later than March 1, 2020.
  - 3) Reflecting Qualifying and non-qualifying Events occurring between January 1, 2020 and March 30, 2020, must be received by the AOC no later than April 30, 2020.
  - 4) Reflecting Qualifying and non-qualifying Events occurring between April 1, 2020 and June 30, 2020, must be received by the AOC no later than July 31, 2020.
- 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 these revenue sharing provisions.

**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
- c. Any other provisions of the agreement, including materials incorporated by reference.

#### **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:

<b>AOC Program Manager</b>	<b>Court Program Manager</b>
<b>Robert Lichtenberg</b> Senior Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 robert.lichtenberg@courts.wa.gov (360) 350-5373	<b>Darryl Banks</b> Administrator 5606 W Canal PI Ste 106 Kennewick, WA 99336-1300 Darryl.Banks@co.benton.wa.us 509-222-2316

**AGREED:**

**Administrative Office of the Courts**

**Court**

<hr/> <i>Signature</i>	<hr/> <i>Date</i>	<hr/> <b>See attached signature page</b>	<hr/> <i>Signature</i>	<hr/> <i>Date</i>
<hr/> <b>Dawn Marie Rubio</b>			<hr/> <i>Name</i>	
<hr/> <b>Administrator, AOC</b>			<hr/> <i>Title</i>	



NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

**BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**



Darryl Banks, Juvenile Court Administrator

9-23-19

Date

**BENTON COUNTY APPROVAL**


Approved as to Form:

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

Deputy Prosecuting Attorney

Date

  
Civil Deputy Prosecuting Attorney

9/23/19

Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairman, Board of Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairman, Board of Commissioners

Date: \_\_\_\_\_

Attest:

Attest:

Clerk of the Board: \_\_\_\_\_

Clerk of the Board: \_\_\_\_\_

## 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 AOC will reimburse courts under this Agreement for the cost of AOC-certified, registered, or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions which are herein 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 as outlined in this Exhibit A, Section 2 (see "Payment Structure", below).

###### 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 as outlined in this Exhibit A, Section 2, (see "Payment Structure" herein ), for those interpreters, providing that the interpreter is found otherwise qualified on the record by the Court pursuant to RCW 2.43.

###### 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 RCW 2.43.

##### 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 RCW 2.42 will be authorized pursuant to the payment structure as outlined in this Exhibit A, Section 2, (see "Payment Structure" herein) when then interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) 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 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 payment under this Agreement will only be made to the Court when the cost portion otherwise payable by the Court is paid out of the budget (or budgets, in the case of multi-court collaborative applicants) of the Court responsible for full payment.

**2. Payment Structure**

**A. Hourly Rate**

1) Rate for Spoken Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement by AOC-certified, registered, or otherwise court-qualified interpreters. The AOC will reimburse courts not to exceed \$25 an hour for interpreter hourly rates, including any minimum hourly charges up to two hours.

2) Rate for Sign Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement. The AOC will reimburse courts not to exceed \$25 an hour for interpreter hourly rates and hourly minimum charges up to two hours.

3) Salaried Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court for 50 percent of the cost of staff interpreters meeting the funding conditions for staff interpreters and will reimburse only for their provision of interpreter services, 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) Contracted Interpreters

Subject to the maximum compensation allowable under this contract, the cost of contracted interpreters who are paid on an hourly basis will be reimbursed under the same conditions as in 2.A and 2.B. The cost of contract 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.

5) 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).

6) Hourly Minimum Rate Charges

Where a minimum hourly rate charge up to \$50 an hour and no greater is imposed for no more than the first two hours, reimbursement will be paid for half of such hourly minimum rate.

7) 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.

8) 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

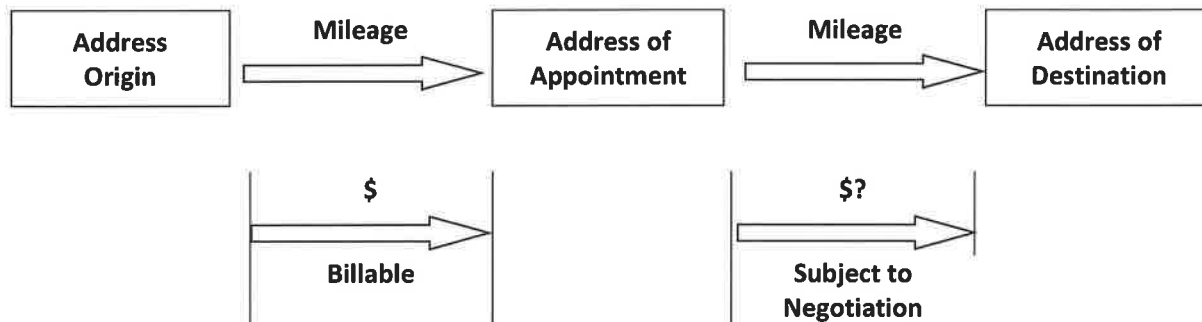
Interpreter mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate. The Court will notify interpreters of any change in the OFM rate before it becomes effective.

Mileage will be reimbursed on a from “address of origin”<sup>1</sup> to “address of appointment”<sup>2</sup> basis. The Court and interpreter will negotiate reimbursement for mileage traveled from the “address of appointment” to “address of destination”<sup>3</sup> 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 basis<sup>4</sup>.

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.

If the interpreter fails to appear, he/she will not be paid for mileage.

Mileage related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.



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

<sup>2</sup> “Address of appointment” means the courthouse or other location of the interpreter assignment.

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

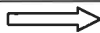

<sup>4</sup> “Roundtrip” means from the interpreter’s home/office to the appointed meeting place, followed by the interpreter’s return to their home/office.

## 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.

<b>Distance</b>	<b>Reimbursable</b>
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.

If the interpreter fails to appear, he/she will not be paid for travel.

Travel time related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.