

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 11/03/20 BC 11/17/20		
Subject:	Interagency Agreement IAA21536 with Administrative Office of the Courts for Court Interpreter Funding		
Presenter:	N/A		
Prepared By:	Rosa Garcia		
Reviewed By:	Darryl Banks		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion	
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution	
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance	
		<input type="checkbox"/> Execute Contract	

Summary / 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.

The period of performance for this agreement is from July 1, 2020 through June 30, 2021. The Interagency Agreement IAA21536 is backdated to July 1, 2020 so that services are not interrupted, and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2020. The contract was not received until October 20, 2020.

Fiscal Impact

The reimbursed compensation from the Administrative Office of the Courts (AOC) is a maximum of \$22,313.00.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Interagency Agreement No. IAA21536 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, the AOC Agreement No. IAA21536 between Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

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 IAA21536 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 IAA21536 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 October 20, 2020 and is backdated to July 1, 2020 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2020; 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 IAA21536 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 \$22,313.00 for costs incurred during the period of performance; and

BE IT FURTHER RESOLVED, that the chairs are authorized to sign the attached Interagency Agreement; and

BE IT FURTHER RESOLVED, the agreement is effective July 1, 2020 and expires on June 30, 2021.

DATED this ___ day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ___ day of _____ 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

INTERAGENCY AGREEMENT IAA21536
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON/FRANKLIN

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Benton/Franklin, for the purpose of distributing funds for court interpreter and language access service 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/ 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 RCW 2.42 and/or RCW 2.43.

2. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

- a) These funds are intended to address each 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 the implementation of the Court's language access plan; and
 - Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.

- Need for Language Access in General – i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a) The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- b) The Court agrees to track and provide interpreter cost and usage data using a form provided by the AOC Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- c) The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- d) The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.
- 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 is required to have a Language Assistance Plan (LAP) to be a part of the reimbursement program.
 - 1) Courts Currently in the Reimbursement Program must submit their current LAP for review and approval by the Interpreter Commission by November 15, 2020.
 - 2) Courts Joining the Reimbursement Program for the First Time must submit their LAP for review and approval by the Interpreter Commission by April 1, 2021. Staff from the Washington State Supreme Court Interpreter Commission will work with the new courts to develop and implement their LAPs, and will provide technical assistance and training when needed.

4. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2020**, regardless of the date of execution and which shall end on **June 30, 2021**.

5. COMPENSATION

- a) The Court shall be reimbursed a maximum of **\$22,313** for interpreter and language access services costs incurred during the period of July 1, 2020 to June 30, 2021. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2021.
- b) The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.
- c) The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19

invoices, and corresponding data (See subsection 3b), are received and approved by AOC, pursuant to the following schedule:

- 1) Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2020 and September 30, 2020, must be received by the AOC no later than December 31, 2020.
 - 2) Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2020 and December 31, 2020, must be received by the AOC no later than March 1, 2021.
 - 3) Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2021 and March 30, 2021, must be received by the AOC no later than April 30, 2021.
 - 4) Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2021 and June 30, 2021, must be received by the AOC no later than July 31, 2021.
- 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 A-19 invoices quarterly to:
ReimbursementProgram@courts.wa.gov
The 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 invoice and the completed data report.
- 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 of 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. 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	Court Program Manager
<p>Michelle Bellmer PO Box 41170 Olympia, WA 98504-1170 michelle.bellmer@courts.wa.gov (360) 350-5373</p>	<p>Darryl Banks Administrator 5606 W Canal Pl, Ste 106 Kennewick, WA 99336-1300 darryl.banks@co.benton.wa.us (509) 783-2151</p>

19. 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.

AGREED:

Administrative Office of the Courts

Contractor

Signature *Date*

See attached signature page

Signature *Date*

Dawn Marie Rubio

Name

Name

Administrator, AOC

Title

Title

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



Darryl Banks, Juvenile Court Administrator

10-20-2020

Date

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney

Date

By:

Name:

Title: Chair, Board of Commissioners

Date:

Attest:

Clerk of the Board:

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney

10/20/2020

Date

By:

Name:

Title: Chair, Board of Commissioners

Date:

Attest:

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. General Funding Conditions

The AOC will reimburse courts under this Agreement for the cost of interpreters and other goods and services that improve language access in the courts for Limited English Proficient ("LEP"), deaf, and hard of hearing persons. This includes AOC-certified, registered, or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Items," and services listed under Section 4 "Language Access Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. Qualifying Interpreting Events

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 Section 5 entitled "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 as outlined in Section 5 "Payment Structure", 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 Section 5 "Payment Structure", 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 in subsections (A) and (B) above.

D. Telephonic and Video Remote Interpreting

The AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or video 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. To the extent possible, the services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections (A) and (B) above.

3. Language Access Goods & Services

Courts can request reimbursement for the cost of goods and services that are meant to increase language access in the Court. A maximum of 50 percent of the court's total contract amount can be spent on goods and services.

The court shall seek approval by Program staff to use a percentage above 50 percent if there is a compelling reason to do so that will directly impact increased language access in the Court. Program staff approval must be documented in writing.

Language access goods and services will be reimbursed at 100% of the total cost, with the exception of interpreter costs and portable video devices, for which only 50% will be reimbursed.

The items listed below are acceptable for reimbursement and the Court does not need prior approval to seek reimbursement for the listed items.

Items or services not listed below, must be approved by Program staff prior to purchase or they will not qualify for reimbursement under the Program.

- Interpreter Scheduling Software or Service
- Document Translations
- Portable Video Device(s) for Video Remote Interpreting (only up to 50% reimbursement)
- Equipment used for Simultaneous Interpretation
- Printed Signage for Language Assistance Purposes
- Staff Training on Language Access, Interpreting, or Bilingual Skills Improvement provided by outside entities - (ex: interpreters skills training for bilingual staff who want to become certified, training for staff who are partly bilingual to improve their skills, general training on working with language access issues. Some examples can be found here: <https://www.nmcenterforlanguageaccess.org/cms/en/courts-agencies/about-language-access-basic-training>).

Other items or services may qualify for reimbursement, but the Court must gain approval from Program staff prior to purchasing and seeking reimbursement.

4. Scope of Reimbursement Funding

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget (or budgets, in the case of multi-court collaborative applicants) of the Court responsible for full payment.

5. Payment Structure

A. Hourly Rate

1) Rate for Spoken Language Interpreters

AOC will reimburse the Court for 50 percent of the hourly cost and hourly minimum charges submitted to the Court by AOC-certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

2) Rate for Sign Language Interpreters

AOC will reimburse the Court for 50 percent of the hourly cost and the hourly minimum charges for certified interpreters providing services under this Agreement.

3) Salaried Interpreters

AOC will reimburse the Court for 50 percent of the cost of staff interpreters and will reimburse only for their provision of interpreter services.

4) Contracted Interpreters

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 above. 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 only be 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.

6) Hourly Minimum Rate Charges

Where a minimum hourly rate charge is imposed, reimbursement will be paid for half of such hourly minimum rate.

B. Travel Time and Mileage

The AOC will reimburse Courts for up to 50 percent of the cost of interpreter travel time and 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 listed in Section 2 above. 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

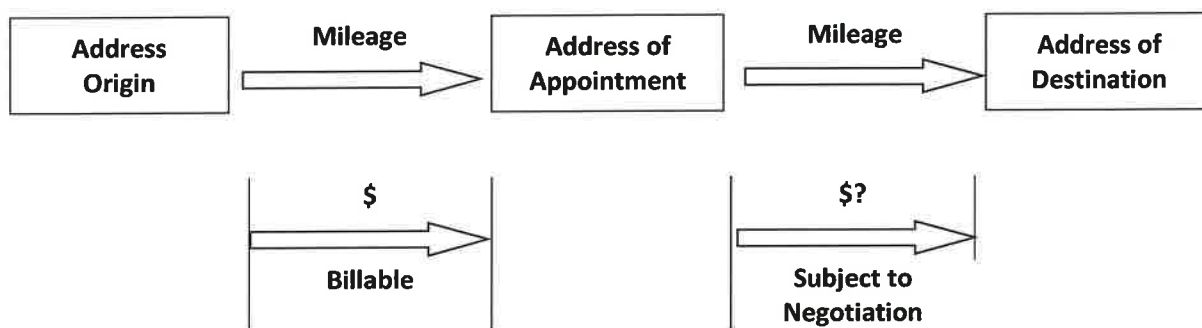
Interpreter mileage will be reimbursed in accordance with the prevailing Administrative Office of the Courts Policy. Notification will be sent prior to rate changes.

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, 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.

If the interpreter fails to appear, they 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.



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 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 and Travel Time*

*Travel Time can be claimed only when traveling time is half an 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.