

## Court Interpreters

### Resources:

- CJA [Rule 3-306.01](#), [Rule 3-306.05](#)
- [78B-1-2](#), [78B-1-208](#)
- See also Section 12 Travel, [12-01.01 Per Diem Rates](#)
- Website for [public access to requests and form](#)

### Purpose:

To outline the accounting policies and procedures regarding payment of interpreters in courts of record for persons of limited English proficiency and for hearing-impaired persons.

### Policy:

1. Small purchasing rules prohibit payments to a single vendor exceeding \$50,000 in a fiscal year without a contract.

## ***INTERPRETERS FOR PERSONS OF LIMITED ENGLISH PROFICIENCY***

2. These provisions do not apply to court employees.
3. The state courts will pay interpreter fees and expenses in courts of record when interpreters are appointed in accordance with Utah Code of Judicial Administration (CJA) Rules 3-306.01-.05
4. Interpreter payments are processed by the Administrative Office of the Courts and coded to the following units:
  - a. 0072 – Interpreter Payment (Object 7018) and Mileage (Object 7020)
  - b. 0073 – Meals (Object 6271) and other expenses
  - c. 0074 – Interpreter Certification
5. Hourly fees for interpretation are based on the interpreter's classification: certified, approved, registered, or conditionally approved.
6. Definitions
  - a. "Assignment" means the interpreter being offered and accepting the duty to interpret in a legal proceeding.
  - b. "Cancellation" of a legal proceeding includes early termination.

- c. “Legal proceeding” means a specific case or calendar conducted before the appointing authority, court-annexed mediation, communication with court staff, and participation in mandatory court programs. Legal proceeding does not include communication outside the court unless permitted by the appointing authority. See also CJA Rule 3-306.01.
  - d. “Notice” and “notify” mean a communication made by the means likely to give actual notice, including email, text and phone messages, regardless of whether the message is received.
7. Interpreter Compensation.
- a. Court interpreters are paid for the time of their assignment or a minimum fee based on the distance they travel, whichever is more. The miles must have been actually driven. See the chart below:

<b>Interpreters who drive at least this far (one way) from their home base or from their previous assignment:</b>	<b>Will be paid at least this much time:</b>
<b>0-24.9 miles</b>	<b>1 hour</b>
<b>25-49.9 miles</b>	<b>2 hours</b>
<b>50-74.9 miles</b>	<b>3 hours</b>
<b>75+ miles</b>	<b>4 hours</b>

- b. Distance shall be calculated in accordance with charts prepared by State of Utah and used by the Administrative Office of the Courts to calculate mileage reimbursements.
- c. If the interpreter qualifies for overnight accommodations under paragraph (a), the interpreter qualifies for the minimum fee for a second or subsequent day of an assignment based on the distance traveled from their home base on the first day.
- d. Interpreters may waive minimum fees and mileage to qualify for participation in rotation assignments effective in some districts.
- e. The hourly rate to be paid is calculated from the scheduled start, whichever is earlier, or actual start of the legal proceeding to which the interpreter is assigned or in which the interpreter provides interpretation, until the end of the proceeding. If the scheduled start is delayed because the interpreter is late, the interpreter will be paid from the time the interpretation begins until the end of the legal proceeding. If someone other than the scheduled interpreter interprets the proceeding because the scheduled interpreter is late, the courts will not pay the scheduled interpreter.
- f. Wait time. The courts will pay for a maximum of one hour of wait time between the end of one assignment and the beginning of the next assignment at the same location. The assignments must be at the same

- courthouse. Interpreters may be called on to provide interpreting services and should be readily available during their wait time.
- g. If the sum of the amounts due for all assignments at a location is more than the minimum fee, the interpreter will be paid for the sum of all assignments at that location rounded up to the nearest one-half hour.
  - h. Lunch breaks. The courts will not pay for any breaks for a meal period.
    - i. Meal periods will not be considered wait time.
    - ii. Meal periods will not be factored into any minimum fee.
8. Multiple language assignments. Interpreters who interpret more than one non-English language at a location on the same day will be required to individually list start and end times on separate invoices for each language that they interpret.
- a. Where an interpreter is interpreting for multiple languages and has wait time, as defined in Paragraph 6f, between two assignments for which they will be paid at a different rate, they are entitled to be paid for that wait time at the higher compensation rate. That request for compensation should be included on the voucher for the language at the higher rate.
9. Cancellation of Legal Proceedings
- a. The courts will pay for canceled legal proceedings under the following conditions:
    - i. the interpreter is scheduled for the proceeding more than 48 hours, excluding weekends and holidays, before the scheduled start of the proceeding; and
    - ii. the interpreter is notified of the cancellation less than 48 hours, excluding weekends and holidays, before the scheduled start of the proceeding; and
    - iii. the cancellation is not due to the interpreter's absence or tardiness.
  - b. Legal proceedings of 6 hours or more. The court will pay for 50% of the fee for the scheduled time up to a maximum of 6 hours or the minimum fee for miles actually driven, whichever is greater.
  - c. Legal proceedings of less than 6 hours. If the interpreter is notified between 12 and 48 hours, excluding weekends and holidays, before the scheduled start time, the courts will pay for one hour. If the interpreter is notified less than 12 hours, excluding weekends and holidays, before the scheduled start time, the courts will pay the minimum fee for miles actually driven – or one hour, whichever is greater.
  - d. The courts will pay mileage reimbursement for each mile actually and necessarily traveled if the interpreter is notified while in route to the legal proceeding.
  - e. In order to be reimbursed for cancellation fees, interpreters must submit a Cancellation Form provided by the Administrative Office of the Courts along with their invoice.
  - f. If the interpreter is assigned substitute work by the courts on the date of the canceled legal proceeding, cancellation fees will be reduced by the amount due for the substitute work.

10. On-Call
  - a. Subject to the Code of Professional Responsibility, the interpreter must accept assignments during any time for which the interpreter is due payment or forfeit the fee for that period of time. The interpreter will be paid one fee for that time. The appointing authority may release an interpreter if there are no legal proceedings to interpret.
  - b. If there is an extended delay in the interpreter's duties in a legal proceeding, (such as waiting for a jury to complete deliberations) the appointing authority may:
    - i. (usually for long periods) release the interpreter, in which case the interpreter has no obligation to the court and is not paid during the interim. A legal proceeding after the release is treated as a regular assignment.
    - ii. (usually for intermediate periods) direct the interpreter to remain on-call, in which case the interpreter may leave the courthouse, but must be able to return within the time after notice specified by the appointing authority. The court will pay at the ratio of 1 hour for every 2 hours on-call or fractions thereof up to a maximum of 6 hours (12 hours on-call). A fraction of an hour is rounded up to the next hour. A legal proceeding after the on-call notice is treated as a regular assignment.
    - iii. (usually for short periods) direct the interpreter to wait at the courthouse, in which case the court will pay for the actual waiting time (this is different than the wait time described in 5(g) above).
  - c. In order to qualify for "on-call" status and pay, the interpreter must be instructed that he/she is "on-call" by a court employee. Such "on-call" status must be noted (and initialed by the appropriate court employee) on the interpreter's invoice.
11. Mileage. Interpreters will be paid for miles traveled in excess of 24.9 miles at the highest rate currently in effect for state employees.
12. Lodging and Per Diem. Interpreters will be paid for lodging and per diem at the same rate as state employees. Per diem expenses will be paid only when overnight lodging is required and approved in advance and in writing by the Deputy State Court Administrator at the Administrative Office of the Courts.
13. Common carrier. Payment of an interpreter's actual travel expenses by common carrier, i.e. commercial bus, train or plane, may be reimbursed, but must be approved in advance and in writing by the Deputy State Court Administrator at the Administrative Office of the Courts. The interpreter must provide a receipt showing the amount actually paid.
14. Request for payment.
  - a. Interpreters shall submit requests for payment on an invoice provided by the Administrative Office of the Courts, to each district in which they interpreted.
  - b. Interpreters shall submit invoices within thirty (30) days after completion of the assignments for which a reimbursement may be due. Invoices must be submitted to the interpreter coordinator in the district where the

assignment took place, including any reimbursement forms for overnight stays.

15. \$50,000 per year threshold. As per accounting manual 07-00-00 Purchasing Overview and General Info policy 10, payments to a single vendor should not exceed \$50,000 in a fiscal year, but as permitted by 07-00.00 (2) an exception by the State Court Administrator has been issued to exceed this limit if necessary. This limit includes mileage payments as well as payments for interpretation services. The process that enables the exception is as follows:
  - a. AOC Finance will review interpreter payments at least quarterly to alert the Language Access Program Coordinator ("LAPC") of any interpreter that appears on track to exceed the \$50,000 per fiscal year limit. The LAPC will use alternative certified or qualified interpreters, where possible, to keep the identified interpreter vendor under this limit. Using this exception should only come as a last resort if the Court cannot keep an interpreter under this amount in a fiscal year.

## ***INTERPRETERS FOR HEARING-IMPAIRED PERSONS***

1. Policies concerning interpreters for the hearing-impaired are governed by Utah Code §78B-1-201 and the Americans with Disabilities Act.
2. The state courts will pay for one interpreter for each hearing-impaired party, juror, witness or courtroom visitor in all criminal, civil, and juvenile proceedings. If a hearing takes more than two hours, the state courts will pay for two interpreters. If the hearing takes an entire day, the state courts may pay for more than two interpreters, if requested.
3. Pursuant to §Utah Code 78B-1-208, reasonable fees for interpreters for the hearing-impaired are set either by a fee schedule recommended by the division of rehabilitation services, or if the division has not established a fee schedule, by prevailing market rates. In addition, interpreters for the hearing-impaired are entitled to a fee for waiting time, and to reimbursement for necessary travel and subsistence expenses. Reimbursement for necessary travel and subsistence expenses shall be at rates provided by law for state employees generally. Interpreter coordinators or court clerks responsible for securing interpreters for the hearing-impaired should periodically confirm current fees for interpreters for the hearing-impaired through the Purchasing Department of the Administrative Office of the Courts.
4. Credentials. Courts should schedule an interpreter who is qualified as a court interpreter by the Utah State Office of Rehabilitation.
5. Courts should try to schedule appointments 24 hours or more in advance, because last-minute appointments, scheduled on the same day that service is provided, may incur surcharges. Courts must schedule interpreters through agencies holding a state contract.
6. Cancellation Policy. To avoid being billed for the duration of a scheduled appointment, notice of cancellation should be given at least 24 hours in

advance of the start of an assignment. Cancellation payment policies for language interpreters are inapplicable to interpreters for the hearing-impaired. Applicable cancellation payment policies are determined by the Utah Interpreter Program, or by private agencies or interpreters from whom service is secured.

7. Agencies shall submit an invoice for interpreter service to the Language Access Program Coordinator at the Administrative Office of the Courts. The Language Access Program Coordinator will contact the appropriate interpreter coordinator, who will check court records to ensure that the invoice is accurate and that the payment amount is correct.