

## **King County District Court**

### **Policy Statement**

**Policy name:** Interpreter Payment Procedures

**Policy No.** OPR – 2008-1

**Proposed by:** Leadership Team

**Date Proposed:** 1/25/08

**Adopted by:** Executive Committee

**Date Adopted:** 1/25/08

**Effective Dated:** 2/1/08

**Other Policies Affected:**

**Replaces:** OPR-95-4; OPR-99-1; OPR-2000-2; OPR-2003-1

---

The guidelines for paying interpreters are set forth in the attached King County District Court Interpreter Payment Procedures

**KING COUNTY DISTRICT COURT  
INTERPRETER PAYMENT PROCEDURES**

1. Payment for interpreter services is subject to the following guidelines. These guidelines can be exceeded only in extraordinary circumstances and only with the prior written authorization of the court.
2. The Court will provide interpreters for the deaf and hard-of-hearing in civil and criminal cases per RCW 2.42.
3. In criminal matters, the Court will provide interpreters for non-English speaking parties in criminal cases per RCW 2.43.
  - a. Interpreter services for attorney interviews with indigent clients will be paid at the minimum of two hours.
  - b. The court may order interpreter services for the purpose of interviewing non-English speaking parties or witnesses for non-indigent defendants. The defense counsel will submit to the Court the invoice with a copy of the court order authorizing services at public expense. No payment will be made without original invoice. "Agreements to Pay" submitted in lieu of an invoice will not be paid.
4. In civil matters, for non-English speaking parties or witnesses, the Court will provide an interpreter at public expense if the party requesting interpreter services proves indigence through completion of an In Forma Pauperis (IFP) form and Financial Disclosure Form. The court will pay a maximum of two (2) hours service for an interpreter to assist in document preparation. A copy of the In Forma Pauperis Order is to be kept in the Court file. If the Court does not determine indigency, the cost of the interpreter will be assessed as a reimbursable court cost.
5. The Court will pay for actual time spent (rounded to the nearest fifteen (15) minute interval) in providing interpreter services including waiting time from the assigned time of arrival until the completion of the services for that event. The interpreter will be paid for a minimum of two-hour service for the first appointment of the day. If service is for more than two hours, or there are subsequent appointments during the day, payment will be based on actual time incurred, rounded to the nearest fifteen (15) minute interval. However, a subsequent appointment, any part of which occurs during the initial two hours of service shall not be separately compensated and shall be included in the two-hour minimum compensation.
6. Interpreters requested to work at two or more District court sites on the same day will be compensated in the following manner:
  - a. Interpreters working at multiple sites, more than 15 miles apart, during the morning or multiple sites, more than 15 miles apart, during the afternoon shall be compensated a total

of \$35.00 for travel time and mileage. See attached chart for mileage between District Court sites.

- b. West Division has courtrooms in multiple locations within walking distance of the main courthouse. These are to be billed as one location. Jobs completed within the two-hour minimum are to be included on one invoice, not invoiced separately.
  - c. Interpreters working at one site in the morning and another site in the afternoon will **not** be compensated for travel time or mileage between sites.
7. Interpreters will be compensated as follows:
- a. Uncertified \$40 per hour
  - b. Registered \$45 per hour
  - c. Certified \$50 per hour
  - d. Agencies \$60 per hour
  - e. Holiday/weekend/evening \$10 over regular rate. (Evening refers to City of Duvall at Redmond Courthouse only.)
  - f. American Sign Languages Sign and Captioner rates by individual agreement.
    - (a) Jury trials or bench trials lasting more than two hours necessitate two ASL interpreters be present. Each will submit individual invoices for payment of the same job.
8. Sign Language interpreters for deaf and hard-of-hearing jurors will be compensated as follows. If the deaf or hard-of-hearing juror is selected, District Court will pay for all time during which interpretation services were rendered. If the deaf or hard-of-hearing juror serves less than four days, less the time for which the interpreters are able to find work. (The four days of interpretation services secured are for two days of mandatory jury duty and two succeeding days of possible trial time.) The interpreters will provide written verification to the Court that they were not able to secure any replacement work for any of the cancelled time.
9. The Interpreter Coordinator has the authority to approve payment of interpreter services that may occur under "Special Circumstances" not otherwise covered under these policies. Authorization for payment will be accompanied by either documentation and/or written explanation attached to the interpreter's invoice submitted for payment. The Interpreter Coordinator will make an entry documenting the approval on the web application.
10. Cancellation Policy – In the event of cancellation by the Court, the interpreter will only receive payment for reserved time as follows:
- a. **No payment** shall be made if the interpreter is notified more than 24 hours prior to the start time of the requested service that interpreter services are no longer needed.
  - b. If insufficient notice of cancellation is given, the court will reimburse the interpreter for the minimum of two hours for all jobs other than jury trials. Jury trial reservations will be reimbursed at the rate of four hours minimum.

11. Payment Process

- a. **A District Court Interpreter Invoice shall be used in all cases for payment.**
- b. Interpreter invoices must be submitted to the District Court location/Probation office where service was rendered.
- c. If the service was provided in a public defender's office the invoice must be submitted to the district Court location where the case is filed.
- d. All invoices are due to District court within 30 days of date of interpreter service rendered or the voucher may not be honored and paid. If voucher is submitted and paid after the thirty days, a research fee of \$30.00 or 10% of the amount due, whichever is greater will be deducted from the amount due and paid.

**District Court Mileage Chart  
Approximate Mileage one-way**

	Kent	Bellevue	Issaquah	Redmond	Seattle	Shoreline	Burien	RJC
Kent	-	18	22	25	20	31	13	1
Bellevue	18	-	9	9	9	18	17	18
Issaquah	22	9	-	13	15	26	22	22
Redmond	25	9	13	-	16	21	25	26
Seattle	20	9	15	16	-	12	10	20
Shoreline	31	18	26	21	12	-	22	31
Burien	13	17	22	25	10	22	-	13
RJC	1	18	22	26	20	31	13	-