



Snohomish County Interpreter Policy and Procedures

■ Snohomish County Superior & Juvenile ■ Snohomish County District

Effective Date: June 2, 2008; Revised September 20, 2013; Revised April 2, 2015

I. Intent¹

- a. The intent of this policy is to establish consistent and comprehensive payment practices for court interpreters, while allowing District and Superior Court flexibility when needs arise. Interpreters are independent contractors, not employees of Snohomish County, and this policy does not change their status as independent contractors.
- b. Uniform County policies regarding court interpreters are intended to promote equality of access to justice and uniform quality of interpreter services in Snohomish County District and Superior Courts.
- c. In order for court administrators and designated staff to provide necessary qualified interpreter services within the constraints of state, county, and municipal appropriations, maximum rates are set for interpreter services
- d. This policy conforms to the spirit and intent of GR 11 regarding interpreter qualifications.

II. State Statute and Court Rules Provide Direction for Interpreter Programs and Services

- a. RCW 2.42 secures the rights of deaf and hearing impaired persons to interpreters.
- b. RCW 2.43 secures the rights of non-English speaking and limited English speaking persons to interpreters
- c. General Rule 11 establishes the Interpreter Commission and a Code of Conduct for Court Interpreters

III. Interpreter's Responsibilities

- a. When accepting an assignment from District or Superior Court, interpreters are expected to have the proper training and skills to perform their interpreting services in a professional and competent manner. If required by the Court for any reason, the interpreter shall provide such documentation as may be requested, including but not limited to, certification by the AOC.
- b. In accepting assignments from the Court, interpreters agree to abide by all applicable rules of decorum, to dress in appropriate professional attire, to report on time, and to abide by the Code of Conduct for Court Interpreters (GR11).
- c. In accepting assignments from the Court, interpreters agree to make themselves available to the court for a minimum of two (2) hours for all jobs, other than Jury or Bench trials which are for a minimum of four (4) hours.

¹ This policy also corresponds to Superior Court's Administrative Order 33-08

V. Hourly Rate

Payment for interpreter services is subject to the following policies. These policies can be modified only in extraordinary circumstances and only with the prior written authorization of the Presiding Judge or designee.

- a. Qualified Interpreters will be paid at a rate of \$40.00 per hour.
- b. Certified and Registered Interpreters will be paid at a rate of \$50.00 per hour.
- c. American Sign Languages Sign and Captioner rates are paid by individual agreement
- d. Jury or Bench trials lasting more than two (2) hours require two (2) interpreters to be present. Each will have separately assigned job numbers for the same trial.
- e. The Court reserves the right to modify its payment and mileage policies. For example, the Court may modify the rate for an interpreter in an uncertified language if the Court finds it is difficult to retain highly qualified interpreters in that language. Any modification must be approved by the Presiding Judge or designee.

VI. Payment Process

- a. The interpreter will be paid for a maximum of two (2) hours service for the first assignment of the day for all jobs other than trials. Jury or Bench trials will be scheduled for eight (8) hours; however, for cases disposed of during the morning session a four (4) hour maximum will be paid. A scheduled eight (8) hour Jury or Bench trial will only be paid eight (8) hours' time if the case is expected to continue into the afternoon session. Recess for lunch will not count as billable service time. The maximum payment may be reduced, however, for any of the reasons listed in this policy.
- b. The interpreter is not authorized to leave the assigned job location until it is determined by the Court that no further interpreter services are needed. The Court or designated interpreter contact will excuse the interpreter at the end of the job. The interpreter is expected to handle multiple cases for which the interpreter is qualified in various court locations during the assigned time period. If the interpreter leaves prior to the assigned time without authorization, the interpreter will be paid only for the actual amount of time spent interpreting. Interpreters accepting assignments with the Court will keep their calendars open for additional District or Superior Court assignments within the same two (2) or four (4) hour maximum period.
 - i. Any part of a subsequent appointment which occurs during the initial two (2) hours of service shall not be separately paid and shall be included in the two (2) hours maximum pay.
 - ii. If service is for more than (2) hours, additional payment beyond the maximum will be based on actual time incurred, rounded to the nearest fifteen (15) minute interval; including waiting time from the assigned time of arrival until the completion of the services for that event.
- c. The Everett location has courtrooms in the Snohomish County Courthouse and Snohomish County Corrections facility which are within close proximity of each other. These are to be billed as one location. Multiple assignments completed within the two (2) hour maximum are to be included on one invoice, not invoiced separately.

- d. If an interpreter arrives more than fifteen (15) minutes after the scheduled start time of their assignment and if the interpreter delivers no interpreting services, the interpreter shall not be paid. If an interpreter arrives more than fifteen (15) minutes after the scheduled start time of their assignment and if the interpreter does provide interpreting services, the interpreter will only be paid for the actual time their services were provided.
- e. Interpreters who are late or fail to appear for their assignments on three (3) or more occasions in six (6) months may have access to the Snohomish County Court Interpreter Web suspended for a designated period of time or revoked permanently, so as to be ineligible for future assignments with the Courts. This decision may be reviewed at the Courts' discretion.
- f. Assignments accepted after the scheduled assignment time may only be done with the approval of the Interpreter Coordinator who scheduled the assignment.

VII. Travel

- a. Interpreters will be paid mileage from the address of origin² to the appointment/job location. Mileage will be paid at the prevailing state rate.
- b. Travel is only paid from point of origin to appointment/job except when the interpreter's next address of destination is a Snohomish County District Court or Superior Court location. In those instances, mileage will be paid between appointments/jobs. Roundtrip³ travel will not be paid.
 - i. A MapQuest is required with all invoices where travel is claimed. Failure to provide this will result in payment for services only.
 - ii. If the interpreter's subsequent job is within walking distance, travel will not be paid.

VIII. 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 twenty-four (24) hours prior to the start time of the requested service that the interpreter services are no longer needed (excluding weekends and judicial holidays). *Example: The interpreter has accepted an assignment for Monday, starting at 9:00AM. If the Court cancels this assignment at 8:30AM on Friday, the interpreter may not invoice the Court for that assignment.*
- b. The interpreter is deemed advised of a cancellation when the Court's designated official delivers notice of a cancellation to the email address provided by the interpreter, by voicemail at the phone number provided by the interpreter, or with a representative of the interpreter. Notification of cancellation is not based on the time when the interpreter actually hears or reads the message.
- c. If insufficient notice of cancellation is given, the Court will pay the interpreter for the maximum of two (2) hours for all jobs other than trials. Jury or Bench trial jobs will be paid with a four (4) hour maximum.

² Address of origin means the interpreter's home, office or immediately previous appointment location within Snohomish County.

³ Roundtrip means from the interpreter's home/office to the appointed appointment/job, followed by the interpreter's return to their home/office.

- d. Interpreters have been directed to call the Court's emergency hotline, District Court: (425) 388-3838, Superior Court: (425) 388-3167; or access the Court's website for the status of the Court's operating hours during any emergency. If the Court is closed or has reduced hours which impact the assignment for interpreter services, the interpreter scheduled during this time will not be compensated for an assignment cancelled due to any emergency condition, including but not limited to, adverse weather, natural disaster, fire, or any threat to courthouse security. The cancellation for any emergency condition is entirely at the discretion of the Court.
- e. The interpreter will not be paid when he or she cancels an assignment, regardless of the reason for the cancellation. In the event of a cancellation by the interpreter, interpreters are expected to notify the Court personnel at the Court in which the job was posted. District Court: 425-388-3893. Superior Court: 425-388-3459.

IX. Invoicing

- a. A Snohomish County Interpreter invoice shall be used in all cases for payment.⁴
- b. Interpreter invoices must be submitted to the Court Clerk/Probation/Public Defender's office where the service is rendered. The invoice must be signed by a designated representative. Invoices submitted without an authorized signature will not be honored.
- c. In order for the invoice payment to be processed, the invoice must be completed up to and including the date service was provided, the job location, job ID number, the interpreter's signature and printed name, and a MapQuest of address of origin to address of appointment/job. See Interpreter Services Invoice Instruction Sheet for information regarding proper completion of the form.⁵
 - i. Agency interpreters are under the same requirements and must include the agency name on the top portion of the invoice.
- d. Invoices must be submitted for payment no later than 45 days after scheduled appointment/job. Failure to do so may result in non-payment of services.

⁴ See Court's Website for latest version <http://www.snohomishcountywa.gov/575/Interpreter-Services>

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