

Oregon Judicial Department



Payment Protocols for Freelancer Court Interpreters

1. Overview and Payment Authority


The purpose of these policies is to provide interpreters, courts, and interested persons information about payments for interpreting services at the Oregon Judicial Department (OJD). The [services](#) provided according to these policies are those of an [independent contractor](#) who is not an employee of the State. The Court Administrator assists the Chief Justice in supervising the state courts by setting out the statewide personnel and administrative rules and policies for courts in a unified state court system. The State Court Administrator oversees state-funded court interpreter services and only the State Court Administrator or designee can authorize exceptions to these policies.

The Oregon Judicial Department provides limited English proficient (LEP) court users with meaningful language access to court programs and services. Interpreting services are provided for exclusive use in court proceedings and to assist OJD judges and personnel to do the work of the court ([ORS 45.275](#)). Where the statutes are silent or the law provides for others to pay for judicial-related services, the OJD does not have a responsibility to pay for interpreting services. However, for the efficiency in the court process, interpreters may provide brief, [courtesy interpreting](#) services for incidental communication. The [Office of the State Court Administrator](#) provides centralized court interpreter scheduling services through scheduling staff in [Court Language Access Services](#) (CLAS).

2. Blocks and Responsibilities

- a. [Assignments](#) are offered as blocks of time, which are [confirmed](#) at the time of scheduling.
- b. The [confirmed block](#) constitutes the guaranteed minimum payment for interpreters who remain [available](#) to the OJD during the entire block.
- c. [Blocks](#) may be  (2) to eight (8) hours in duration, including fractions of hours, (i.e. 6.5 hours, 3.25 hours).
- d. [Preparation time](#), if any, is approved by the [scheduler](#) and included in the [block](#).
- e. [Blocks](#) may be [confirmed](#) as two separate blocks during the same day.
- f. [Blocks](#) may be scheduled in more than one OJD judicial district and may include [reassignment](#)  the same day.
- g. Each day of a [multi-day request](#) is a separate [block](#).
- h. Only [schedulers](#) may [reassign](#) or cancel an interpreter [block](#).
- i. The court or the [scheduler](#) may request an interpreter to [extend](#) their [block](#),



however, the interpreter is not obligated to do so.

- j. During the block, interpreters must have a mobile phone for communication and must contact the [scheduler](#) for additional [assignments](#) during the [block](#).
- k. Interpreters must inform the [scheduler](#) of court-initiated [extended blocks](#) within one [judicial business day](#) of incidence.
- l. Unpaid lunch [break](#) times during a block are at the court's discretion.  Lunch breaks are assumed, but not guaranteed to last 60 minutes or to fall between 12:00 PM and 1:00 PM.

3. Cancellations

- a. [Blocks](#) may be cancelled by the [scheduler](#) at any time.
- b. The time of [cancellation](#) determines whether the [assignment](#) is [cancelled billable](#) or [cancelled non-billable](#) and the interpreter's obligation to remain available or not.
- c. Each day of a [multi-day request](#) is a separate [block](#).
- d. Court closures due to inclement weather or emergency at the assigned block location are [cancelled billable](#) blocks.
- e. Interpreters may [return assignments](#) by notifying the [scheduler](#) at the earliest opportunity, but may not send another interpreter in their place.

4. Interpreters' Rates and Expenses

- a. Rates:
 - i. OJD Master Certified Court Interpreter \$49.00/hour
 - ii. OJD Certified Spoken Languages Court Interpreter  \$46  /hour
 - iii. OJD ASL Certified Court Interpreter \$61.50/hour
 - iv. OJD Registered Court Interpreters \$34.50/hour
 - v. Non-Certified Interpreters (conditionally approved) \$28/hour
 - vi. Out of State interpreters (negotiable)
- b. OJD will not reimburse or pay for any expense not included in the [confirmation](#).
- c. Original receipts must accompany a request for reimbursement of [confirmed](#) expenses.
 - i. Scanned copies or vendor supplied electronic copies of original receipts are permitted.
 - ii. Original receipts must show the merchant's name, the expense amount, a detailed description of the purchased service or item, and the date of purchase.
- d. [Extraordinary expenses](#) and [extended blocks](#) must be reported to and [confirmed](#) by the [scheduler](#) within one [judicial day](#) of the incidence.
- e. Interpreting time for [extended blocks](#) is recorded in quarter hours, rounded up to the nearest 15 minutes (.25 hours).
- f. Mileage:
 - i. [Mileage](#) reimbursement is billable for travel outside of the interpreter's

- city of residence, using the [OJD – CLAS Mileage Chart](#).
- ii. For cities not listed on the OJD – CLAS Mileage Chart, Google Maps shortest distance route will be used.
- g. [Travel Time](#):
 - i. [Travel time](#) is billed at ½ of the hourly interpreting rate.
 - ii. [Travel time](#) is [billable](#) when:
 - travel to an OJD [assignment](#) location is over 40 miles, one-way, before the [block](#) begins.
 - travel from an OJD [assignment](#) location is over 40 miles, one way, after the [block](#) ends.
 - travel to or from an OJD [assignment](#) is over 40 miles each way and is during a [block](#) of 2 hours or less.
 - iii. [Travel time](#) is calculated using the [mileage](#) definition and this OJD formula:
 - Total [mileage](#) divided by 50, times ½ of the hourly interpreting rate. (mileage/50 x (.5 (hourly rate))
- h. [Per diem](#) is [billable](#) if [confirmed](#) by the scheduler.
- i. Other expense reimbursements are [billable](#) if [confirmed](#) by the scheduler.

5. Payments

- a. Interpreters must bill using the OJD [billing statement](#).
- b. Payment for completion of [services](#) is normally made within 30 days of the date the OJD [billing statement](#) is received.
- c. After 45 days from the OJD receipt of the OJD [billing statement](#), the interpreter may assess the OJD overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).
- d. The following are examples, among others, of reasons why an interpreter's payment may be reduced, delayed, or denied:
 - i. Reduced
 - The interpreter was [late](#).
 - The interpreter declined [reassignment](#).
 - The interpreter was [unavailable](#) during the [block](#).
 - The interpreter began [return travel](#) before the [block](#) ended, except as noted for two hour [blocks](#) in section 4.g.ii.
 - The interpreter provided [services](#) to another client during an OJD [block](#).
 - ii. Delayed
 - The interpreter did not use an OJD [billing statement](#).
 - The interpreter presented an inaccurate, illegible, or incomplete OJD [billing statement](#).
 - The interpreter submitted OJD [billing statement](#)(s) more than 30

- days after [services](#) were provided.
 - The interpreter did not provide [timely notification](#) of an [extended block](#).
 - The interpreter did not provide [timely notification](#) of [extraordinary expenses](#).
- iii. Denied
- The interpreter was [unavailable](#) or did not provide [confirmed services](#).
 - The interpreter [returned an assignment](#) or [block](#).
 - The interpreter presented ineligible or non-[confirmed](#) expenses.
 - The interpreter failed to present receipts for expenses.
 - The interpreter presented billings more than two years after [services](#) were provided (ORS 293.321).

6. Violation of OJD Payment Protocols for Freelance Court Interpreters

In the event of violation of protocols, intentionally inaccurate billings, or breach of confirmed [services](#), the interpreter shall be subject to disqualification for additional services.

7. Policy Definitions

- a) **Assignment:** A [services](#) event assigned to an interpreter during their [block](#).
- b) **Available:** The interpreter is in communication with the [scheduler](#) by mobile telephone during the [block](#) and is ready to interpret [assignments](#) as directed.
- c) **Billable:** An [assignment](#) or expense is eligible for payment or reimbursement from the OJD. See also [Cancelled Billable](#) and [Cancelled Non-Billable](#).
- d) **Billing Increments:** Interpreting time for [extended blocks](#) is recorded in quarter hours (15 minutes), rounded up to the nearest 15-minutes (.25 hours).
- e) **Billing Statement:** The OJD form completed by interpreters for payment for [services](#) provided.
- f) **Block:** The guaranteed minimum payment for a [confirmed](#) interpreter. A block has a designated beginning time and end time, may be 2 to 8 hours, or fractions thereof, may be scheduled more than once per day, may include [reassignment](#), [preparation time](#), an unpaid lunch [break](#), or [extensions](#) of the block. [Multi-day](#) requests are separate blocks.
- g) **Break:** An unpaid lunch time determined by the court when the interpreter is not expected to interpret. For services provided during a lunch break, see [extended blocks](#).
- h) **Cancelled Billable:** An interpreter was no longer needed, and the

[assignment](#) was cancelled by [scheduler](#) after 12:00 PM, two [judicial days](#) before the [assignment](#). The interpreter may bill for the [block](#) and must remain [available](#) for [reassignment](#) until the [block](#) has ended.

For example, if a [confirmed block](#) for 9:00 AM to 12:00 PM on Monday cancelled on Friday at 11:00 AM, (before noon), then there were less than two [judicial days](#) before the [assignment](#) was cancelled. The [block](#) is [cancelled billable](#) and the interpreter must remain [available](#) for possible [reassignment](#) on Monday morning, from 9:00 AM -12:00 PM. See [multi-day request](#) for further examples.

- i) **Cancelled Non-Billable:** An interpreter was no longer needed, and the [assignment](#) was cancelled by the [scheduler](#) before 12:00 PM, two [judicial days](#) before the [assignment](#). The interpreter does not need to remain [available](#).
- j) **Confirmed/Confirmation:** OJD pre-[assignment](#) written agreement of the [services](#) and payment terms according to OJD Payment Protocols.
- k) **Courtesy Interpreting:** Incidental interpreting for attorney-client communication or brief non-OJD interpreting, limited to 10 minutes or less.
- l) **Extended Block:** An interpreter provides [services](#) before or after the [block](#), or during a lunch break to accommodate the [scheduler](#) or the court.
- m) **Extraordinary Expense:** Unforeseeable expenditure [confirmed](#) as [billable](#) by the [scheduler](#), such as extraordinary travel circumstances or international calling charges. Interpreters must communicate unforeseeable expense to the scheduler for [confirmation](#) within one [judicial day](#) the incidence.
- n) **Independent Contractor:** A freelance interpreter who is not an employee of the State who provides [services](#) in adherence with the [Code of Professional Responsibility in the Oregon Courts](#) and provides their own [tools](#) and transportation.
- o) **Judicial days:** Official court business days.
- p) **Late:** An interpreter arrived after the [confirmed assignment](#) time.
- q) **Mileage:** Reimbursable expense for contractor-owned vehicle to travel outside of the city of residence, calculated city to city, using the [OJD mileage chart](#). [Mileage](#) is paid at the [Federal Travel Rates](#).
- r) **Multi-Day Request:** A request for a language need that spans more than one [judicial day](#), and each day is considered a separate [block](#) with distinct [cancelled billable](#) times i.e. A [request](#) for a three-day trial with an 8-hour [block confirmed](#) each day.

For example, a 5-day trial, [confirmed](#) as a 7 hour [block](#) each [judicial day](#), ends early on the morning of the 3rd day. Days 1 and 2 are [billable](#), days 3 and 4 are [cancelled billable](#), and day 5 is [cancelled non-billable](#). The interpreter must remain available for reassignment on days 3 and 4.
- s) **OJD – CLAS Mileage Chart:** OJD tool used to calculate distances

from city to city for billing. The OJD-CLAS mileage chart replaces the Oregon Department of Administrative Services mileage chart (2021).

- t) **Per Diem:** A daily allowance for lodging or meal expenses while traveling, offered at the [scheduler's](#) discretion. Per diem rates are the [Federal Standard Oregon Rate](#). OJD direct-billed lodging reservations will be made by the [scheduler](#).
- u) **Preparation Time:** Time offered at the [scheduler's](#) discretion for an interpreter to review case specific information for a complex [assignment](#).
- v) **Reassigned/Reassignment:** The [scheduler](#) may direct the interpreter to a new OJD [assignment](#) in the same or different [county](#), not to exceed the original [block](#). The overall time committed to OJD for the [block](#) including travel time will be considered in making reassignments.
- w) **Request:** Language need for interpretation received by CLAS.
- x) **Returned Assignment:** When a [confirmed](#) interpreter informs the [scheduler](#) that they are no longer available to fulfill an [assignment](#) or [block](#).
- y) **Scheduler:** OJD Court Language Access Services personnel who provide direction to and confirm [services](#) of interpreters. Direction from court personnel, judges, attorneys, court security officers, or others do not constitute [confirmed services](#) payable from statewide funds.
- z) **Services:** In-person or remotely provided professional interpreting for a fee in adherence with the [Code of Professional Responsibility in the Oregon Courts](#).
- aa) **Tools:** Interpreting equipment for in-person or remote interpreting [services](#) which may include notepads, pens, mobile phone, simultaneous interpreting equipment, internet connected computer and videoconferencing applications, web camera, or wired headset with microphone and mute button.
- bb) **Travel Time:** Eligible expense for ground travel to and from an OJD [assignment](#) location. Ground travel is paid according to [OJD formula](#), regardless of actual time traveled. Other forms of travel time are negotiable.
- cc) **Travel Time Formula** (OJD formula): A standard rate of 1.2 minutes per mile (or [hour](#) for every 50 miles traveled), at half of the hourly interpreting rate. (50 x mileage x .5 (hourly rate)).
- dd) **Timely Notification:** Communication with the scheduler within one [judicial day](#) of incident of [extraordinary expense](#) or [extended block](#).
- ee) **Unavailable:** The [confirmed](#) interpreter is not in communication with the [scheduler](#) by mobile telephone during the [block](#), is [late](#), or otherwise not ready to provide interpreting [services](#) as directed.