

EXHIBIT A

Office of Language Access Standards of Uniform Payment for Freelance Interpreters

(Effective January 2021)

The Director of the Administrative Office of the Courts (AOC) and the Executive Officer of the Office of Language Access (OLA) hereby establish this statewide Uniform Payment Rate for Freelance Interpreters who provide language access services to the Kentucky Court of Justice. A freelance interpreter is an individual who is contracted by the AOC to serve as a sworn proceedings interpreter or an interpreter for a deaf or hard of hearing attorney in court proceedings or direct services. A freelance interpreter is not an employee of the Court of Justice or the AOC, and freelance interpreters are not guaranteed a specific amount of income, a specific number of assignments, or any assignments at all. There is no employer-employee relationship between a freelance interpreter and the AOC.

A. Rates for Freelance Interpreters for the Deaf and Hard of Hearing

1. Licensed Interpreters for the Deaf and Hard of Hearing will be paid \$55 per hour.
2. Licensed Interpreters for the Deaf and Hard of Hearing who also hold Specialist Certification in Legal (SC:L) will be paid \$65 per hour.

B. Rates for Freelance Spoken Language Interpreters

1. Certified Spoken Language Interpreters will be paid \$52 per hour.
2. Certified Spoken Language Interpreters who also hold Federal Certification, or who have been classified as Professionally Qualified by the United States Administrative Office of the Courts, will be paid \$65 per hour.
3. Registered and Provisional Spoken Language Interpreters will be paid \$27 per hour.
4. The Executive Officer of the OLA, or his or her designee, may adjust the hourly rate for interpreters who provide services in languages of lesser diffusion with the approval of the AOC Director or his or her designee.

C. Billable Time

1. The billable time period commences at the time scheduled for language access services to begin or at the time the freelance interpreter arrives for the assignment, whichever occurs later.
 - a. The billable time period may commence up to fifteen (15) minutes prior to the scheduled time if the freelance interpreter was present at the designated location and available to provide services during that time.
 - b. Throughout the duration of the assignment period, billable time includes time that is spent actively interpreting and time that is spent waiting for the assigned case to commence.

- c. The billable time period ends upon the completion of the assigned language access service(s) or at the time the freelance interpreter is dismissed, whichever occurs earlier. A freelance interpreter is not considered dismissed until the interpreter has been dismissed by both the judge and an OLA representative.
 - d. Freelance interpreters shall not bill for the full scheduled time when appearing late for an assignment or leaving earlier than the scheduled ending time.
 - e. Compensation shall not be made to a freelance interpreter for time spent in preparation for scheduled language access services for the Court of Justice, except under extraordinary circumstances as determined and approved by the AOC Director or the Executive Officer of the OLA in advance.
 - f. When the assignment is located outside of the freelance interpreter's county of residence or business, the freelance interpreter may bill for travel time at the hourly rate established in Sections A and B, above.
 - g. The freelance interpreter must notify the assigning OLA liaison of any delays that will prolong travel time longer than 15 minutes beyond the standard time required for the trip in question. Notice must be provided at the time of the delay or as soon as possible thereafter.
2. For all freelance interpreters, the total time invoiced, including billable time and travel time if applicable, is to be rounded to the nearest 15-minute (.25 hours) increment of time.
 3. For interpreters who speak more than one language, an assignment requiring language access services in several languages is considered a single assignment if it falls within the two (2)-hour minimum pay period described in Section D, below.

D. Minimum Pay

1. If the billable time is less than two (2) hours for a freelance interpreter, a two (2)-hour minimum will be paid based on the rates listed in Sections A and B, above.
2. The two (2)-hour minimum shall be calculated based on time spent interpreting. If the freelance interpreter has qualified to bill for travel time in subsection C.1.f, above, travel time will be added to the two (2)-hour minimum.
3. For the purposes of minimum pay, the beginning of the two (2)-hour minimum payment period commences at the time scheduled for language access services to begin or at the time the freelance interpreter arrives for the assignment, whichever occurs later.
 - a. The beginning of the two (2)-hour minimum payment period may commence up to fifteen (15) minutes prior to the scheduled time if the freelance interpreter was present at the designated location and available to provide services during that time.
4. If a freelance interpreter requests a two (2)-hour minimum payment, the freelance interpreter must be available to OLA to provide language access services for the entire two (2)-hour period for which the minimum payment is requested.
 - a. If there are no further assignments at the scheduled location, the OLA may request that the freelance interpreter travel to another location to continue providing language access services.
 - b. The freelance interpreter is not required to accept the additional assignment.

c. If the freelance interpreter accepts additional assignments during the two (2)-hour minimum payment period, the two (2)-hour minimum will only be applicable when the total billable time for all assignments is less than two (2) hours.

d. In addition to the billable time, including any applicable two (2)-hour minimum, the freelance interpreter may bill for travel time in accordance with subsection C.1.f, above, for travel between locations for assignments.

5. No two (2)-hour minimum payment period shall overlap with another two (2)hour minimum payment period.

E. In-State Travel Reimbursements

1. “In-state travel” means travel within the Commonwealth of Kentucky and travel from or to a bordering state that does not require airfare.
2. The AOC may pay or reimburse lodging expenses for in-state travel for freelance interpreters in extraordinary circumstances as determined and approved in advance by the Executive Officer of the OLA or his or her designee. The Kentucky Court of Justice Rules for Administrative Procedure (AP) Part VII, Reimbursement for Official Travel, applies to all AOC payments or reimbursements of lodging expenses. Receipts are required for reimbursement.
3. The AOC will not reimburse freelance interpreters for mileage or for any other travel expenses incurred during in-state travel.

F. Out-of-State Travel Reimbursements

1. “Out-of-state travel” means travel from or to a destination outside of the Commonwealth of Kentucky. Travel from or to a bordering state that does not require airfare is considered in-state travel.
2. The AOC may pay or reimburse travel expenses for out-of-state travel for freelance interpreters as approved in advance by the Executive Officer of the OLA or his or her designee. Travel expenses may include airfare, lodging, car rental, meal per diems, and mileage between the freelance interpreter’s home and the airport. The Kentucky Court of Justice Rules for Administrative Procedure (AP) Part VII, Reimbursement for Official Travel, applies to all AOC payments or reimbursements of travel expenses. Receipts are required for reimbursement.
3. If AOC pays or reimburses out-of-state travel expenses, a freelance interpreter may not bill for travel time in accordance with subsection C.1.f. above.

G. Cancellation

1. The AOC may cancel an assignment at any time.
2. No fee shall be paid to a freelance interpreter for a jury duty interpreting assignment that was canceled in advance except when:
 - a. The interpreter accepted an assignment at least 48 hours in advance of the assignment, excluding weekends and holidays; and
 - b. The assignment is canceled less than 48hours in advance of the assignment, excluding weekends and holidays.

3. No fee shall be paid to a freelance interpreter for any other assignment canceled in advance except when:
 - a. The interpreter accepted the assignment at least 24 hours in advance of the assignment, excluding weekends and holidays; and
 - b. The assignment is canceled less than 24 hours in advance of the assignment, excluding weekends and holidays.
4. If a freelance interpreter is entitled to payment for a canceled assignment as set forth above in subsections F(2) and F(3), the AOC will compensate the interpreter at the following rates:
 - a. When the canceled assignment was a trial and the freelance interpreter was scheduled to provide language access services for one (1) day or less, the AOC will compensate the interpreter at the appropriate pay rate for four (4) hours of time.
 - b. When the canceled assignment was a trial and the freelance interpreter was scheduled to provide language access services for two (2) or more days, the AOC will compensate the interpreter at the appropriate pay rate for eight (8) hours of time.
 - c. When the canceled assignment was a jury duty interpreting assignment, the AOC will compensate the interpreter at the appropriate pay rate for eight (8) hours of time.
 - d. For all other canceled assignments, the AOC will compensate the interpreter at the appropriate pay rate for two (2) hours of time.
5. In the event the person for whom language access services has been requested does not appear, payment shall be the same as the applicable cancellation fee as described in this Section, except that such payment shall only be made when the interpreter has no other assignments at the court proceeding or direct services appointment.
6. The AOC may reassign the freelance interpreter to another case when a cancellation occurs, and offset any fee paid for the reassignment against the fee owed for a canceled assignment, up to the total amount of the cancellation fee owed.

H. Interpreter Responsibilities

1. A freelance interpreter must notify the OLA of his or her unavailability to perform an interpreting assignment at the earliest opportunity.
2. A freelance interpreter must notify the OLA if the interpreter is unable to arrive timely to an assignment. Failure to do so will result in modification of the interpreter's invoice to reflect the correct arrival time and, consequently, the amount due the interpreter for the assignment. If an interpreter does not notify the OLA of the late arrival and the court postpones the proceedings due to the interpreter's tardiness, the interpreter will not be compensated for that assignment.
3. Once a freelance interpreter accepts an assignment, the freelance interpreter must not schedule another freelance interpreter to perform the assignment without prior approval from the OLA.
4. Invoices submitted to the OLA must be submitted by the freelance interpreter who provided the language access services. A freelance interpreter cannot bill for services provided by another freelance interpreter.
5. Freelance interpreters shall not request compensation from parties, witnesses, or spectators for services provided to the Court of Justice.

6. Refusal to abide by the procedures herein is grounds for termination of the freelance interpreter's contract, and the freelance interpreter will no longer be permitted to interpret for the Court of Justice.

I. Contracts

1. The AOC maintains standard contracts for freelance language access services provided to the Court of Justice and contracts with freelance interpreters to provide those services. Assignments will not be made to interpreters unless the interpreter is a staff interpreter or under contract to provide freelance language access services to the Court of Justice. No payment will be made to a freelance interpreter unless the freelance interpreter has a current contract with the AOC.
2. The AOC may cancel the contract with any freelance interpreter for convenience upon thirty (30) days written notice.
3. The AOC may terminate the contract with any freelance interpreter for cause immediately upon written notice.

J. Assignments

1. In accordance with Administrative Procedures, Part IX, Section 15(5), the AOC does not guarantee a freelance interpreter a specific number of assignments or a specific amount of income.
2. The OLA will offer assignments to qualified freelance interpreters in its discretion. The AOC does not guarantee that a qualified freelance interpreter will be offered a certain number of assignments, or any assignments at all, within any particular region or statewide.
3. The OLA reserves the right to reassign a freelance interpreter to a different assignment to meet the needs of the Court of Justice.

K. Payment

1. A freelance interpreter must submit a completed invoice for payment to the Office of Language Access on the approved statewide form, AOC-INT-01, Statement for Interpreting Services, within seven (7) days of the service being provided. Failure to comply with this requirement will result in delayed payments. A completed invoice requires the signature of the appointing/requesting authority or its designated representative. Invoices sent more than sixty (60) days after the services were provided will not be paid.
2. In the event a billing error is found on an invoice, the Executive Officer of the OLA or his or her designee will make the appropriate modification prior to submitting the invoices to the accounting department,
3. If the interpreter provides services for multiple cases on the same docket, all cases must be reported on the same AOC-INT-01 Statement for Interpreting Services form.
4. The Office of Language Access will transmit all approved invoices to the AOC Division of Accounting and Purchasing on a biweekly basis for payment.
5. The AOC will pay undisputed invoices within thirty (30) business days of receipt.
6. Multiple invoices may be paid by a single electronic funds transfer or check.