

EXHIBIT A

Office of Language Access Uniform Payment Rate for Freelance Interpreters

The Director of the Administrative Office of the Courts (AOC) and the Manager of the Office of Language Access (OLA) hereby establish this statewide Uniform Payment Rate for Freelance Interpreters who provide 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 \$54 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 \$42 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 Manager of the Office of Language Access, 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 scheduled time for interpreting 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 interpreting service(s) or at the time the freelance interpreter leaves the designated assignment location, whichever occurs earlier.
 - 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 interpretive services for the Court of Justice, except under extraordinary circumstances as determined and approved by the AOC Director or the Manager 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.
2. For all freelance interpreters, billings are to be rounded to the nearest 15-minute (.25 hours) increment of time.

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. If the freelance interpreter has qualified to bill for travel time in subsection C.1.f, above, the two (2) hour minimum shall be calculated based on time spent interpreting. Travel time will be added to the two (2) hour minimum.
3. If a freelance interpreter requests the two (2) hour minimum payment, the freelance interpreter must be available to the court during the paid minimum time period.

E. Travel Reimbursements

1. The AOC may pay or reimburse lodging expenses for freelance interpreters in extraordinary circumstances as determined and approved in advance by the Manager of the OLA. 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.
2. The AOC will not reimburse freelance interpreters for mileage or for any other travel expenses.

F. Cancellation

1. The AOC may cancel an assignment at any time.
1. No fee shall be paid to a freelance interpreter for a jury duty interpreting assignment that was cancelled 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 cancelled less than 48-hours in advance of the assignment, excluding weekends and holidays.
2. No fee shall be paid to a freelance interpreter for any other assignment cancelled 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 cancelled less than 24 hours in advance of the assignment, excluding weekends and holidays.
3. If a freelance interpreter is entitled to payment for a cancelled 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 cancelled assignment was a trial scheduled 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 cancelled assignment was a trial scheduled 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 cancelled 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 cancelled assignments, the AOC will compensate the interpreter at the appropriate pay rate for two (2) hours of time.

4. 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 received when the interpreter has no other assignments at the court proceeding or direct services appointment.
5. 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 cancelled assignment, up to the total amount of the cancellation fee owed.

G. 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. 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.
3. Invoices submitted to the OLA must be submitted by the freelance interpreter who performed the interpreting services. A freelance interpreter cannot bill for services provided by another freelance interpreter.
4. Freelance interpreters shall not request compensation from parties, witnesses, or spectators for services provided to the Court of Justice.
5. 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.

H. Contracts

1. The AOC maintains standard contracts for freelance interpreting 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 interpreting 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.

I. Payment

1. A freelance interpreter must submit an invoice for payment to the Office of Language Access on the approved statewide form, AOC-INT-O1, Statement for Interpreting Services, within seven (7) days of the service being provided. Failure to comply with this requirement may result in delays.
2. If the interpreter provides services for multiple cases on the same docket, all cases must be reported on the same AOC-INT-O1 Statement for Interpreting Services form.
3. The Office of Language Access will transmit all approved invoices to the AOC Division of Accounting and Purchasing on a biweekly basis for payment.
4. The AOC will pay undisputed invoices within thirty (30) business days of receipt.
5. Multiple invoices may be paid by a single electronic funds transfer or check.