



COURT INTERPRETER INVOICING MANUAL AND GUIDELINES

FY 2011

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Table of Contents

Table of Contents ----- 1

A. PAYMENT RATES ----- 2

B. PAYMENT FOR TRAVEL ----- 3

C. PAYMENT FOR INDIVIDUAL INTERPRETERS ----- 4

D. PAYMENT FOR AGENCIES ----- 5

E. INVOICE FORMAT ----- 5

F. CANCELLATION AND LATENESS POLICIES ----- 7

G. QUALIFYING HOURS/MILEAGE ----- 9

H. PROCEDURE FOR COMPLETION OF THE INTERPRETER INVOICE ----- 10

I. PAYMENT FROM THE BALTIMORE CITY, BALTIMORE COUNTY,
PRINCE GEORGE’S COUNTY AND MONTGOMERY COUNTY CIRCUIT COURTS
----- 13

J. ELECTRONIC FUNDS TRANSFER (EFT) ----- 14

K. COMPNET ----- 14

The fiscal year in the Maryland Judiciary runs from July 1 to June 30. For example, Fiscal Year 2011 begins July 1, 2010 and ends June 30, 2011.

A. PAYMENT RATES

In Maryland, there are three tiers of court interpreters: Court Certified, Eligible for Certification and Eligible.

1. **Court Certified: \$55 per hour**. The rate for services of an interpreter listed in the Administrative Office of the Courts (AOC) Court Interpreter Registry as court certified is \$55 per hour. Those spoken languages where certification is possible include: Arabic, BCS (Bosnian/Croatian/Serbian), Cantonese, French, Haitian Creole, Korean, Mandarin, Portuguese, Russian, Spanish, Turkish, and Vietnamese. ASL (American Sign Language) interpreters certified by RID (Registry of Interpreters for the Deaf) are also eligible for the \$55 per hour rate.
2. **Eligible for Certification: \$40 per hour**. This rate is for interpreters in the languages that have a certification test available, but the interpreter has not passed the certification test. These languages include **Arabic, BCS (Bosnian/Croatian/Serbian), Cantonese, French, Haitian Creole, Korean, Mandarin, Portuguese, Russian, Spanish, Turkish, and Vietnamese.**
3. **Eligible: \$45 per hour**. The rate for services of an interpreter in languages “not available for certification by the AOC” is \$45 per hour. This includes all languages not listed in item 2 above.
 - a) Interpreters are guaranteed a 2-hour minimum payment in the morning and a 2-hour minimum payment in the afternoon. For example, if an assignment lasts from 10:30 a.m. to 12:00 p.m. and continues from 1:00 p.m. to 1:30 p.m. on the same day, the interpreter is entitled to the 2-hour minimum payment for the morning portion of the hearing and the 2-hour minimum payment for the afternoon.

- b) Interpreter payments are “rounded” up to the next quarter hour, after the 2-hour minimum has been met.
- c) Interpreters are not paid for lunch recesses. If an interpreter works from 8:00 a.m. – 12:00 p.m. and 2:00 p.m. – 4:00 p.m., he/she will be entitled to 6 hours compensation.
- d) These rates should be followed strictly. No special arrangements should be made with interpreters for higher rates. Any such arrangements are rescinded effective July 10, 2007. **Any special rate must be authorized by the AOC.**

B. PAYMENT FOR TRAVEL

1. Payment for travel time is authorized for those interpreters who have to travel more than 30 miles, one way, from their residence to the courthouse. Travel time will be compensated at 50 percent of the normal pay rate. In addition, mileage is paid at the state rate from portal to portal. Mileage and travel time will be checked periodically using Mapquest. Mileage and travel time charged should correspond exactly with what is shown by Mapquest to be the correct distance and time. This policy must be strictly enforced.

- **Mapquest** has been chosen as the sole website to calculate mileage and travel to insure a consistent standard for court interpreter invoices throughout the Maryland Judiciary. Final round trip mileage must be exact, including decimals. Travel time is to be derived from Mapquest as well. **IMPORTANT: Mapquest “Shortest Distance” option should be used when the interpreter travels 30 miles or less one way. Mapquest “Shortest Time” option should be used for trips over 30 miles one way. Interpreters are not compensated for traffic delays. No other computer program/websites will be accepted.**

Ex: 29.4 miles x 2 = 58.8 miles
23.1 miles x 2 = 46.2 miles

- Interpreters may not artificially “round up” to 30 miles in order to qualify for the travel time rate. If Mapquest states mileage as 59.7

miles round trip, the interpreter will NOT qualify for travel time and will invoice at 59.7 miles. If Mapquest states the mileage as 60.1 miles round trip, the interpreter will qualify for the travel rate (1/2 their qualifying payment rate) as well as 60.1 miles (as of January 1, 2010, compensated at 50 cents per mile).

- **IMPORTANT: Interpreters must attach Mapquest directions printouts to their invoices in order to receive mileage and travel time compensation.**
- Payment for travel is based on mileage, regardless of time traveled.

Ex: If an interpreter travels 29 miles one way, and according to Mapquest, the trip takes 35 minutes, the interpreter DOES NOT qualify for travel time reimbursement.

If an interpreter travels 30 miles one way, and according to Mapquest, travel will take 35 minutes, the interpreter DOES qualify for travel time reimbursement.

2. Round trip travel time is rounded up to the nearest quarter hour in quarter hour increments **after** multiplying the one way travel time stated by Mapquest times two.

Ex: 35 minutes x 2 = 70 minutes (1 ¼ hours)

Incorrect: 35 minutes (rounded to 45 minutes) x 2 = 1 ½ hours

C. PAYMENT FOR INDIVIDUAL INTERPRETERS

1. Interpreters in the State of Maryland are considered to be “vendors”. These vendors who provide court interpreter services are also commonly known as “freelancers”. In other words, these vendors are paid a set rate per hour, plus some qualifying expenses but no additional benefits. The vendor is then responsible for his or her own taxes, health insurance and retirement. This relationship is considered to be “at will” and no employer/employee relationship is established.

2. The Administrative Office of the Courts reviews and processes interpreter invoices once they are approved by a court official in the courthouse where the services were rendered.

D. PAYMENT FOR INTERPRETATION COMPANIES

1. In order to expedite payment all interpretation companies providing court interpreter services to the Maryland Judiciary must invoice using Form CC-DCA 87 (Rev. 10/2010). No other invoice will be accepted by the Maryland Judiciary and failure to submit the appropriate form will delay payment. The invoice submitted must contain the agency name, address and correct Social Security Number (SSN) or Federal Employer Identification Number (FEIN) in order to receive payment.
2. The interpreter's name **MUST BE INCLUDED** on all invoices. Incomplete invoices will be rejected. Illegible invoices will delay payment. The AOC periodically audits interpreter invoices to ensure compliance with the payment policy

E. INVOICE FORMAT

1. For invoicing purposes, all vendors **must** utilize form CC-DCA 87 (Rev. 10/2010). If interpreters, interpretation companies or court personnel need additional space to list case names and numbers, an interpreter invoice attachment form has been created. Both forms are currently available in electronic format at: www.mdcourts.gov/interpreter/index.html in Manuals and Forms or in For Court Interpreter Coordinators and Invoice Approvers Only (password required). The use of other formats will delay payment.
2. Once an interpreter invoice is submitted for approval to the court official where services were rendered, it is reviewed, approved and submitted for payment to the Administrative Office of the Courts. The Administrative Office of the Courts reviews the invoices and submits them to the Office

of the Comptroller of Maryland for payment. The State Comptroller is then responsible for approving final payment and issuing payment to the Vendor.

3. Invoices relating to services rendered to the Public Defender, law enforcement or the State's Attorney Office are not paid by the Administrative Office of the Courts. These are independent state agencies with separate budgets and their own finance departments.
 - a) Any certified, eligible for certification, eligible court interpreter, or interpretation company that has provided interpreter services to the Maryland Judiciary should submit an invoice. Interpreters must submit invoices within 45 days of providing services.
4. All case information, including names, case numbers and the types of proceeding must be fully completed to the extent possible. If interpreters, interpretation companies or court personnel need additional space to list case names and numbers, an interpreter invoice attachment form should be used.
5. The billing party must specify the location or jurisdiction where services were rendered, marking either Circuit or District Court and the county where work was performed. District Court invoices should also include the location of the courthouse.

Ex.: CIRCUIT COURT DISTRICT COURT OF MARYLAND FOR Baltimore City/Wabash
 CIRCUIT COURT DISTRICT COURT OF MARYLAND FOR Harford County

6. In the event an interpretation company is used, the interpreter's name, language and the interpreter's verifiable home or starting address must be included on the invoice. Travel time and mileage cannot be paid without the interpreter's verifiable address. Mapquest directions printouts must be attached to the invoice.

F. CANCELLATION AND LATENESS POLICIES

1. The current cancellation policy became effective July 1, 2006. It provides payment of 2- or 4-hour increments when an interpreting assignment is cancelled with **less** than 48 hours notice. The amount of payment will be based on the amount of time originally scheduled. Weekends and official holidays are not included.
2. If a court interpreter coordinator cancels an assignment with the interpreter with less than 48 hours notice or upon the interpreter's arrival in the courthouse, the assignment is considered a billable cancellation.
3. If a scheduled interpreter assignment is cancelled **more** than 48 hours in advance, the interpreter receives no payment for the scheduled assignment.
4. If a scheduled interpreter assignment is cancelled **less** than 48 hours in advance of the scheduled reporting time, the following payments will apply:
 - a) If the scheduled time was **less than four hours**, the interpreter may bill for two hours.
 - b) If the scheduled time was **four hours or more**, the interpreter may bill for four hours.
 - c) American Sign Language interpreters may bill for eight hours when assigned to interpret for jurors.
 - d) Each day of a multi-day assignment is considered a separate assignment for purposes of cancellation. The maximum cancellation payment that an interpreter may receive for a multi-

day assignment is two 4-hour blocks. Interpreters must submit a separate invoice for each day of the cancelled assignment.

- e) A 5-day trial that pleads the morning of the second day would give an interpreter a 4-hour minimum for the third day and a 4-hour minimum for the fourth day. No minimum will be paid for the fifth day. A separate invoice should be filled out for the third day and the fourth day.
- f) A 2-week trial is postponed the morning before the scheduled date. The interpreter will be paid 4 hours for the first day and 4 hours for the second day. The maximum cancellation fee for any multi-day event is two 4-hour blocks. The interpreter should fill out a separate invoice for each day of the cancelled trial.
- g) For cancellation purposes in the event of a full-day trial, an interpreter is entitled to a 4-hour minimum compensation. If the matter is cancelled within 48 hours of the scheduled event, the interpreter may be asked to come to the contracting courthouse during that 4-hour period to cover previously unscheduled matters. The interpreter may still invoice the 4-hour cancellation charge (plus mileage and travel time fee if applicable), even if the event being covered is less than 4 hours. If asked to return for a previously unscheduled matter outside of the “cancelled and already invoiced” block of time, the interpreter is entitled to the additional 2-hour minimum for that work. The same shall be applicable if the interpreter is asked to work in a different courthouse or jurisdiction in the afternoon.

- 4. Cancellations due to inclement weather conditions, acts of nature, acts of God, riots, or other reasons **beyond the control of the courts** are not reimbursable. It is the interpreter’s responsibility to watch for

announcements on court closings due to emergencies or inclement weather and check the courts' websites for updates.

5. **Interpreters must inform their court interpreter coordinators if they are going to be late for the assignment.** Should the interpreter arrive after the start time, payment will be adjusted to reflect a subtraction of the amount of time lost due to lateness. If the assignment was rescheduled due to the interpreter's lateness and the interpreter delivered no interpreting services, he or she receives no payment for the assignment.

G. QUALIFYING HOURS/MILEAGE

1. The Maryland Judiciary pays interpreters \$ 55.00, \$ 45.00 or \$ 40.00 per hour, depending on the qualifying rate of an interpreter. AN INTERPRETER SHOULD NEVER INVOICE FOR THE SAME HOUR OR MILEAGE TWICE. **Double invoicing is considered a serious violation and will result in suspension or permanent removal of an interpreter from the Registry.**
 - a) Interpreters should never double invoice, even between courthouses. If an interpreter has worked from 9:00 a.m. – 10:00 a.m. (2 hour minimum) in a courthouse (regardless of whether it is District or Circuit Court) and is then asked to work in another courthouse at 10:30 a.m., payment must be adjusted in the second courthouse. Mileage charged must also reflect the actual drive of the interpreter, in this case home to the first courthouse and then to the second courthouse. **It is the interpreter's responsibility to inform the interpreter coordinator for the second courthouse that he/she is still "on the clock" so the payment can be adjusted in the second courthouse.**

- b) If an interpreter is dismissed and allowed to leave the court premises after a short matter, he/she must be available and willing to return to the courthouse during the entire 2-hour minimum. An interpreter may invoice for mileage to return to the courthouse and applicable parking.

- c) If an interpreter is working in a District Court courthouse and is asked to work in another District Court courthouse, a second invoice should not be submitted if work for the second courthouse falls within the same 2 or 4-hour minimum. An interpreter may invoice for mileage to return to the courthouse and applicable parking. **It is the interpreter's responsibility to inform the interpreter coordinators if crossing districts.**

- d) If an interpreter is working for a county in the Circuit Courts, and is subsequently asked to provide services to the Circuit Courts in another county, **it is the interpreter's responsibility to inform the interpreter coordinator of the second county if he/she is "on the clock" during any portion of his/her services to the second county.** The interpreter may invoice for mileage when traveling between courthouses.

- f) The determining factor to qualify for travel time compensation is 30 miles, **not** travel time.

Ex: If Mapquest states that 29 miles will take 45 minutes, the interpreter does not qualify for travel time compensation.

If Mapquest states that 30 miles will take 45 minutes, the interpreter qualifies for travel time compensation.

H. PROCEDURE FOR COMPLETION OF THE INTERPRETER INVOICE

A. **When filling out the invoice, please make sure the following items are entered:** (numbers below correspond to the numbered fields in the Appendix A Invoice Form CC-DCA 87 Rev. 10/2010)

1. Circuit Court and the county or Baltimore City, or District Court and the county/location of the courthouse.
2. The Plaintiff/Defendant Name(s) and applicable case number(s). Use the Interpreter Invoice Attachment form for multiple cases.
3. The appropriate type of proceeding or **“Other”**.
4. The invoice date.
5. Interpreter’s name.

IMPORTANT: This section must be filled out, even if the interpreter is working for an interpretation company.

6. The interpretation company name, if applicable.
7. The interpreter or interpretation company phone number.
8. The interpreter or interpretation company address.

IMPORTANT: If P.O. Box or interpretation company address is entered, the interpreter’s true and verifiable address must be included below in Field 36. Please note that P.O. Box addresses will not be accepted for mileage calculation purposes.

9. Social Security Number or FEIN.
10. The language and dialect (if applicable) interpreted.
11. **“Trial”** box is checked if the interpreter was scheduled for a trial and guaranteed a 4-hour minimum.
12. The date of the assignment.
13. The start time of work.

IMPORTANT: For payment purposes, the start time on the invoice should correspond to the official scheduled time of the hearing. The start time is not the time when the interpreter checked in with the Clerk’s Office. If the court calls the hearing later than the scheduled time, the start time on the invoice should still correspond to the scheduled time. If an interpreter was late and arrived after the scheduled time, the start time on the invoice should be adjusted to reflect the interpreter’s late arrival.

14. The end time of work.

IMPORTANT: The end time of the assignment is the exact time the interpreter was released from his/her assignment. The end time may be periodically verified to ensure

compliance. Interpreters are not paid for lunch and the lunch time must be indicated on the invoice.

15. The name of the Judge or Master.
16. The Courtroom number and location.
17. The number of hours to be paid (should be rounded up to the nearest quarter hour).

18. The correct hourly rate paid for the interpreting services.

Certified Interpreters - \$55/hour

Interpreters Eligible for Certification (the AOC offers certification exam in their language) - \$40/hour

Eligible interpreters (the AOC does not offer certification exam in their language) - \$45/hour

19. Total amount (field #17 multiplied by field #18).

20. The quantity of miles to be paid, if applicable.

IMPORTANT: Round trip mileage is paid regardless of the distance. Only **Mapquest** should be used to calculate mileage, including decimals (22.7 miles = 22.7 miles, **not 28 miles**). Mapquest "Shortest Distance" option should be used if the interpreter traveled less than 30 miles one way for the assignment. Mapquest "Shortest Time" option should be used for trips longer than 30 miles one way. Mapquest printout must be attached to the invoice.

21. The correct reimbursement rate per mile.

IMPORTANT: Please refer to the rate currently in effect, as this rate changes from time to time.

22. Total amount (field # 20 multiplied by field #21).

23. Parking expenses, if applicable. Receipts should be attached when possible.

24. Round trip travel time rounded up to the next quarter hour.

IMPORTANT: Interpreters are paid travel time fee only if they travel more than 30 miles one way to the court location. Only **Mapquest** should be used to calculate travel time. Mapquest printout must be attached to the invoice.

25. The correct hourly travel time rate. Travel time is calculated at half the regular hourly rate.

Certified interpreters - \$27.50

Eligible for certification - \$20

Eligible interpreters - \$22.50

26. The total amount due for travel time (field # 24 multiplied by # 25).

27. Date and time when the interpreter was notified of the cancellation.

28. **“Upon Arrival”** box is checked if the interpreter was notified of the cancellation upon arrival in the courthouse. Interpreter services were not needed by the court.
29. **“2 hr min.”** or **“4 hr min.”** minimum box is checked. The correct hourly interpretation rate (29) and the amount due to cancellation (29) are entered, if applicable.

IMPORTANT: If the cancellation information and amount due to cancellation is entered, the “Start” or “End” times and “Rate of Compensation” field should be left blank. See Cancellation Policy in the [Court Interpreter Invoicing Manual and Guidelines FY 2011](#).
30. Additional charges, if applicable.

IMPORTANT: “Additional Charges” may include cab fares, hotel charges, per diem, etc. These charges must be authorized by the court and accompanied by receipts.
31. The correct total reimbursement (add fields 19, 22, 23, 26, 29, 30).
32. Interpreter or interpretation company representative signature. By signing here, the interpreter attests that the charges claimed on the invoice are correct.
33. An authorized Judiciary employee’s printed name (33), signature and date (34) and title (35).

I. PAYMENT FROM THE BALTIMORE CITY, BALTIMORE COUNTY, PRINCE GEORGE’S COUNTY AND MONTGOMERY COUNTY CIRCUIT COURTS

1. The Baltimore City, Baltimore County, Prince George’s County and Montgomery County Circuit Courts pay interpreters directly.
 - (a) The Baltimore County Circuit Court currently utilizes form CC-DCA 87 (Rev. 10/2010) for interpreter and agency invoicing.
 - (b) The Baltimore City Circuit Court utilizes form CC-DCA 87 (Rev. 10/2010) for agency invoicing, and form G-14.6 for interpreter invoicing. Both forms are available for download at: www.mdcourts.gov/interpreter/index.html.
 - (c) The Prince George’s County Circuit Court currently utilizes form CC-DCA 87 (Rev. 10/2010) for interpreter and agency invoicing.

- (d) The Montgomery County Circuit Court currently utilizes an internally generated invoice. Please contact the court interpreter coordinator at the office of the Clerk of Court after an assignment to receive an invoice.

J. ELECTRONIC FUNDS TRANSFER (EFT)

1. Vendors who provide services to the Maryland Judiciary, including freelance interpreters and agencies, can sign up to receive automated payment. This is fully voluntary and not required. However, although not guaranteed, this method of payment, often referred to as “direct deposit,” could expedite receipt of payment by as much as one week. All vendors are encouraged to sign up for EFT for their convenience. You will need to sign up for EFT directly with each of the four government agencies currently setup to make automated payments: the Office of the Comptroller, Montgomery County Circuit Court, Prince George’s County Circuit Court, and Baltimore City Circuit Court.

K. COMPNET

1. All vendors can access information regarding any payments received from the Office of the Comptroller at: <http://compnet.comp.state.md.us/>, regardless of whether they choose to sign up for automated payment or not.
2. CompNet allows vendors to see processed payments and tax related information, which is particularly useful for completing quarterly estimated tax returns and the final yearly tax return in April. Only payments issued by the Comptroller, are visible in this system. Montgomery County Circuit Court, Baltimore City Circuit Court, Baltimore County Circuit Court and Prince George’s County Circuit Court payments are not visible through CompNet. CompNet is a service

provided by the General Accounting Division of the Comptroller of Maryland. **PLEASE DO NOT CALL THE ADMINISTRATIVE OFFICE OF THE COURTS REGARDING COMPNET.**

APPENDIX A



CIRCUIT COURT DISTRICT COURT OF MARYLAND FOR _____ (1)
City/County

Plaintiff/Defendant Name _____ (2) Case Number _____ (2)

Plaintiff/Defendant Name _____ Case Number _____

Plaintiff/Defendant Name _____ Case Number _____

Type of proceeding Criminal Civil Traffic Juvenile Other _____ (3)

Invoice #: _____

INTERPRETER INVOICE

Invoice Date: _____ (4) Interpreter Name: _____ (5)

Interpretation Company (if applicable): _____ (6) Telephone No. _____ (7)

Address*: _____ (8) SSN/FEIN: _____ (9)

Street Address

Required by the State Comptroller

City/County State Zip Code

Language/Dialect: _____ (10) Trial (4 hr min): _____ (11)

Date of Assignment: _____ (12) Actual Time: Start: _____ (13) End: _____ (14)

Judge: _____ (15) Courtroom No./Location: _____ (16)

Rate of Compensation: _____ (17) × _____ (18) per hour = \$ _____ (19)

Mileage (if applicable): _____ (20) × _____ (21) per mile = \$ _____ (22)

Parking (if applicable): _____ (23) = \$ _____ (23)

Travel time (if applicable): _____ (24) × _____ (25) = \$ _____ (26)

CANCELLATION: (less than 48 hours notice)

Interpreter Notified of Cancellation: (date/time) _____ (27) upon arrival _____ (28)

2 hr min 4 hr min × _____ (29) per hour = \$ _____ (29)

Additional Charges (if applicable): _____ (30) = \$ _____ (30)

Total Reimbursement: = \$ _____ (31)

 (32)

Signature of Interpreter/Company Representative

INV. DATE	REC. DATE	INVOICE #

	PCA	Project	Object	Amount
DC	00004		0891	
CC	00006	06	0891	

APPROVED FOR PAYMENT	
(33)	
Print Name	(34)
Authorized Signature	(35)
Date	
Title	

*Interpreter's Home Address if Interpretation Company Address or P.O. Box is entered: _____

(36)

Court personnel should submit invoice to AOC within 3 business days of receipt



CIRCUIT COURT DISTRICT COURT OF MARYLAND FOR

City/County

INTERPRETER INVOICE ATTACHMENT

Invoice #: (continued) _____

Invoice Date: _____ Interpreter/Agency Name: _____

All information must be complete and legible in order to be processed for payment.

Type of proceeding Criminal Civil Traffic Juvenile Other _____

Plaintiff/Defendant Name _____ Case Number _____

Additional Justification for Policy Exceptions: _____

Please submit along with signed invoice.
