



## Interpreter Contract

SWIFT Contract Number: 251467

This Interpreter Contract (Contract) is for interpreting services. This contract shall be interpreted pursuant to laws of the State of Minnesota, and is made between the State of Minnesota, acting through its Chief Judge of the Office of Administrative Hearings (OAH), and \_\_\_\_\_ (the Interpreter).

Pursuant to Minnesota Statute § 14.545, OAH is empowered to enter this Contract.

### 1. Length of Contract

The effective date of the Contract is July 1, 2024, or the date OAH obtains all required signatures, whichever is later.

The expiration date of this agreement is June 30, 2026.

### 2. Duties

The Interpreter, who is not a OAH employee, agrees to perform the following work:

The Interpreter will provide skillful spoken and/or non-spoken language interpreting and related services that ensure linguistic accuracy and responsiveness, and that meet the needs of the population served by OAH for whom English is not the primary language. The Interpreter will provide such services on a prescheduled basis during proceedings at OAH offices, proceedings conducted at off-site locations, and proceedings conducted via remote platforms.

### 3. Professional Responsibility

In accepting OAH assignments, the Interpreter agrees to abide by this Contract, all applicable rules of decorum, and the Code of Professional Responsibility for Interpreters in the State Court System.

## **4. Consideration and Payment**

### **A. Compensation and Expenses**

#### **i. Hourly Rates**

Hourly rates for interpreters are detailed in Exhibit A. Changes to the rates may be made periodically by OAH in accordance with changes made by the State Court Administrator to Court Interpreter Payment Policy 513(a). If rates change, OAH shall provide at least 30 days' written notice to the Interpreter and opportunity to cancel the Contract.

#### **ii. Exceptions to Hourly Compensation Rates**

Exceptions to the hourly compensation rates in this policy may be approved for rare languages or in urgent circumstances when there are limited interpreters available. Exceptions must be requested in advance of the assignment by the interpreter or interpreter agency for a specific assignment and will not apply to other future assignments. Any exception to hourly compensation rates must be approved and documented in advance by OAH'S Administrative Generalist.

#### **iii. Payment**

For any assignment or interpreting work that is two hours or less, the Interpreter shall be paid for two hours. For any assignment or interpreting work that exceeds two hours, the Interpreter shall be paid per minute (hourly rate/60). The Interpreter shall be compensated for time worked based on invoiced start and finish times.

#### **iv. Court Recess Time for Meals**

Court meal breaks of one hour or less are unpaid. Court meal breaks in excess of one hour will be paid per minute (hourly rate/60) for time that exceeds one hour.

#### **v. Expenses**

##### **(1) Travel Time**

Travel time will be paid for travel to and from in-person assignments when the distance between the interpreter's city of residence and the hearing's city location exceeds 35 miles. Travel time will be paid at 75% of the interpreter's hourly rate. The Interpreter shall be compensated for travel time based on invoiced start and finish times.

##### **(2) Other Expenses**

OAH's Administrative Generalist may approve and must document reimbursement of reasonable expenses arising due to emergency or unforeseen circumstances. The Interpreter must request reimbursement for such expenses within 24 hours of the start of the assignment.

### **(3) Parking**

Parking will be reimbursed at OAH and off-site hearing locations where free parking is not available. Daily parking receipts need not be submitted to OAH for reimbursement of parking expenses, but the Interpreter must retain the receipts for audit purposes.

#### **B. Invoicing**

OAH will promptly pay the Interpreter after the Interpreter presents an itemized invoice for the services actually performed. Invoices for services rendered in one calendar month shall be submitted by the fifth day of the next calendar month, or the first working day thereafter. See Exhibit B for a sample invoice.

#### **C. Conditions of Payment**

All services provided by the Interpreter pursuant to this Contract must be performed to the satisfaction of OAH, as determined in the sole discretion of OAH, and not in violation of any federal, state, or local laws, ordinances, rules, and regulations. The Interpreter will not receive payment for work found by OAH to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

## **5. Cancellation**

#### **A. Cancellation of Assignments of One Day or Less by OAH**

- i. When OAH notifies the Interpreter that an assignment has been cancelled 120 hours (five days) or more before the assignment start time, excluding weekends and state holidays, the interpreter will not be compensated for the assignment.
- ii. When OAH notifies the Interpreter that an assignment has been cancelled less than 120 hours (five days) and more 24 hours before the assignment start time, excluding weekends and state holidays, the interpreter will receive \$75.
- iii. When OAH notifies the Interpreter that an assignment has been cancelled less than 24 hours before the assignment start time, excluding weekends and state holidays, the Interpreter will receive full compensated for the assignment.
- iv. If, during an assignment, the Interpreter is no longer needed, is unable to communicate with the person requiring an interpreter, has a conflict of interest with any party, or the proceedings conclude prior to the scheduled assignment end time, the Interpreter will be compensated for the assignment or the two-hour minimum, whichever is longer.

#### **B. Cancellation of Multi-Day Assignments by OAH**

- i. When OAH notifies the Interpreter than an assignment has been cancelled 120 hours (five days) or more before the assignment start time, excluding weekends and state holidays, the Interpreter will not be compensated for the assignment.

- v. When OAH notifies the Interpreter that an assignment has been cancelled less than 120 hours (five days) and more 48 hours before the assignment start time, excluding weekends and state holidays, the interpreter will receive \$75.
- ii. When OAH notifies the Interpreter than an assignment has been cancelled less than 48 hours before the assignment start time, excluding weekends and state holidays, the Interpreter will be compensated for the assignment as follows:
  - For the first day's assignment when notice of cancellation is sent between 24 hours and 48 hours before the start time.
  - For the first- and second-day's assignment when notice of cancellation is sent less than 24 hours before the assignment start time.
- iii. If, during an assignment, the Interpreter is no longer needed, is unable to communicate with the person requiring an interpreter, has a conflict of interest with any party, or the proceedings conclude prior to the scheduled end time, the Interpreter will be compensated for the time interpreter services were provided plus the next day's assignment.

#### **C. Cancellation by the Interpreter Prior to the Start of Any Assignment**

- i. The Interpreter will not be compensated for assignments that they cancel or for which they do not appear.
- ii. If an Interpreter must cancel an assignment, they must notify OAH with as much advance notice as possible through written electronic communication to MN\_OAH\_CourtPersonnel@state.mn.us.

#### **D. Cancellation of Contract by OAH**

This Contract may be canceled by OAH at any time, with or without cause, upon 30 days' written notice to the Interpreter. In the event of such cancellation, the Interpreter will be entitled to payment for the work or services satisfactorily performed prior to the effective date of the cancellation.

## **6. Amendments**

Any amendments or modifications to this Contract must be in writing and will not be effective until executed by the parties to this Contract and approved by OAH as required by law.

## **7. Nature of Relationship to OAH**

### **A. Independent Contractor**

The Interpreter agreeing to this Contract is an independent contractor. As an independent

contractor, the Interpreter represents, by accepting the court assignment, that they comply with the requirements of Minnesota Statute § 363A.36 (Affirmative Action) and Minnesota Statute § 176.181 (Workers' Compensation) where applicable. The Interpreter is expected to provide their own equipment, supplies, and other items necessary to complete the work. OAH will not provide compensation for such expenses.

#### **B. Indemnification**

In the performance of this Contract, the Interpreter must indemnify, save, and hold harmless OAH, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by OAH, to the extent caused by the Interpreter's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; or breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of OAH's sole negligence. This clause will not be construed to bar any legal remedies the Interpreter may have for OAH's failure to fulfill its obligation under this Contract.

#### **C. No Guarantee of Work**

OAH does not guarantee any interpreter a specific number of assignments or a specific amount of income.

### **8. Government Data Practices Act**

The Interpreter and OAH must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by OAH under this Contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Interpreter under this Contract. The civil remedies of Minnesota Statute § 13.08 apply to the release by either the Interpreter or OAH of the data governed by the Minnesota Data Practices Act. If the Interpreter receives a request to release the data referred to in this clause, the Interpreter must immediately notify and consult with OAH as to how to respond to the request. The Interpreter's response to the request shall comply with applicable law.

### **9. Data Disclosure**

Under Minnesota Statute § 270C.65, subd. 3 and other applicable law, the Interpreter consents to disclosure of their social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to OAH, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Interpreter to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

### **10. Governing Law, Jurisdiction, and Venue**

This Contract is governed by the laws of the State of Minnesota, without regard to its choice-of-

law provisions. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 11. Exhibits

Exhibits A and B are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, the Contract takes precedence over the Exhibit.

## 12. Survival of Terms

The following clauses survive the expiration or cancellation of this Contract: Indemnification; Government Data Practices; Data Disclosure; and Governing Law, Jurisdiction, and Venue. Any other Contract term that expressly states or by its nature shall survive, shall survive.

## Signatures

**Interpreter**

**State Agency**

*With delegated authority.*

Print Name: \_\_\_\_\_

Print Name: Jenny Starr

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Chief Administrative Law Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

Effective date: July 1, 2024

### A. Hourly Rates for Spoken Language Interpreters

QUALIFICATION	HOURLY RATE
Court Certified, on the Statewide Roster	\$75
Non-certified, on the Statewide Roster	\$65
Off-Roster Interpreters	\$45

### B. Hourly Rates for Non-spoken Language Interpreters

QUALIFICATION	HOURLY RATE
ASL Legal Specialist Certification, on the Statewide Roster	\$86
Certified Deaf Interpreters (CDI) on the Statewide Roster	\$86
ASL Generalist, on the Statewide Roster	\$74
Communication Access Realtime Translation (CART), on the Statewide Roster	\$120

