



**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AOC3597
AND
LAKE FOREST PARK MUNICIPAL COURT
FOR
LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM (LAIRP)**

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Lake Forest Park Municipal Court, referred to as "Court". The AOC and the Court may be referred to individually as a "Party" and collectively as the "Parties".

2. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

- a. "Credentialed Interpreter" means an interpreter who is Credentialed by the Administrative Office of the Courts, as defined in RCW 2.43.020 (1) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/ The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- b. "Qualified Interpreter" means a non-credentialed interpreter who is qualified on the record by a judicial officer.
- c. "Legal proceeding" means any proceeding in any court, and in any type of hearing before a judicial officer, an administrative law judge, or before an administrative board, commission, agency, or licensing body of the state or any political subdivision, as defined in RCW 2.43.020 (4).
- d. "Qualifying Event" means a proceeding or event for which an interpreter is

appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

3. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, hard of hearing, and deaf/blind (D/HH/DB) individuals in accordance with RCW Chapters 2.42 and 2.43.

a. These funds are intended to address each court's following needs:

- i. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for credentialed, and qualified interpreters, and the implementation of the Court's language access plan; and
- ii. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court credentialed, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.

Need for Language Access in General – i.e., translations, customer service, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for LEP and D/HH/DB individuals.

THEREFORE, IT IS MUTUALLY AGREED THAT:

4. STATEMENT OF WORK

The Court shall:

- a. Ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to credentialed and qualified interpreters for Qualifying Events pursuant to **Appendix A**, which is incorporated in this agreement.
- b. Track and provide interpreter cost and usage data through the web application provided by the AOC LAIRP, reflecting information about the Court's interpreter and language access costs and services.
- c. Provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- d. Work with the AOC Language Access Team, the Interpreter and Language Access Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- e. Encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter and Language Access Commission and Language Access Team.
- f. Elect to pay for interpreter services, if necessary, that are not in accordance with the provisions of **Appendix A** as set forth; while such payments will not be reimbursed, Court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.

- g. Have a Language Access Plan (LAP) in place to receive reimbursement funds under this program.
 - i. The Court must submit the most recent version of their LAP to the AOC Project Manager.
 - a. Court that submitted an approved LAP in FY2026 is deemed in compliance with this program requirement and does not need to submit a new plan for FY2027.
 - b. Court that did not submit a LAP in FY2026 must submit the LAP to the AOC Project Manager at LAP@courts.wa.gov by **December 1, 2026**.
 - ii. The Court agrees to work with the AOC LAP Coordinator to update and revise the LAP for final approval by the AOC.
 - iii. The Court certifies that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **July 1, 2026**, and end on **June 30, 2027**, unless terminated sooner or extended, as provided herein.

6. COMPENSATION

AOC will reimburse the Court a total compensation not to exceed **\$7,574** for payments made during the period from **July 1, 2026**, through **June 30, 2027**, related to the purpose of this agreement.

Procuring Agency may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

7. INVOICES; BILLING; PAYMENT

The Court will submit properly prepared itemized invoices quarterly through the web application on an A19 form to AOC Program Manager. The Data shall be submitted electronically to the AOC as described in Subsection 4.b., above, and in conjunction with the quarterly invoice. The Court shall maintain sufficient backup documentation of expenses under this Agreement observing the following:

- a. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Appendix A** and incorporated herein.
- b. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Appendix A** until properly completed A19 invoices, corresponding data (*See subsection 4.b.*), and the AOC

approved LAP (See *subsection 4.g.*), are received and approved by AOC, pursuant to the following schedule:

- i. Reflecting Qualifying and non-qualifying Events and any goods or services purchased, between July 1, 2026, and September 30, 2026, must be received by the AOC no later than December 31, 2026.
 - ii. Reflecting Qualifying and non-qualifying Events and any goods or services purchased, between October 1, 2026, and December 31, 2026, must be received by the AOC no later than February 28, 2027.
 - iii. Reflecting Qualifying and non-qualifying Events and any goods or services purchased, between January 1, 2027, and March 31, 2027, must be received by the AOC no later than April 30, 2027.
 - iv. Reflecting Qualifying and non-qualifying Events and any goods or services purchased, between April 1, 2027, and June 30, 2027, must be received by the AOC no later than July 15, 2027.
- c. The Court shall submit documents related to reimbursement claims upon request by the AOC, including but not limited to translated materials or invoices for goods and services.
 - d. The Court shall make reasonable efforts to submit invoices by the due date. Any supplemental invoices submitted after the due date must be reported to the AOC for approval, which may be processed at the discretion of the AOC Project Manager.
 - e. Payment to Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days after each quarterly deadline, provided that the invoice and data report are complete and accurate.
Incorrect or incomplete A19s shall be returned by AOC to the Court for correction and resubmission.
 - f. Payment will be considered timely if made by the AOC within thirty (30) calendar dates after each quarterly deadline. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.
The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Contract.

8. REVENUE SHARING

- a. AOC, in its sole discretion, may initiate revenue sharing. If AOC determines the Court may not spend all funds or spend more funds available under the Agreement, then AOC may reduce or increase the Agreement amount. AOC PM will notify the Court that funding will be reallocated.

- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 to AOC Program Manager by July 15, 2027.

9. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

AOC Program Manager	Court Program Manager
Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Interpreterreimbursement@courts.wa.gov (360) 705-5281	Julie Espinoza Court Administrator 17425 Ballinger Way NE Lake Forest Park, WA 98155 jespinoza@cityofflp.gov (206) 368-5440

10. RECORDS, DOCUMENTS, AND REPORTS

- a. Records Retention. The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Court will retain all books, records, documents, and other material relevant to this contract as required, a minimum of six (6) years after end of period of performance (including all amendments to extend) or termination of the agreement or as otherwise specified and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is commenced prior to the expiration of the required retention period, such period shall extend until all such litigation, claims, or audits have been resolved.
- b. Public Records. It is the policy of the Administrative Office of the Courts to facilitate access to its administrative public records. This Agreement and related records are subject to disclosure under [General Court Rule 31.1](#). For additional information, please contact the AOC [Public Records Officer](#).

11. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

14. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto. In revenue sharing procedures AOC will issue a unilateral amendment.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part,

without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston

County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed

costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE
OFFICE OF THE COURTS**

**Lake Forest Park Municipal Court
LAIRP**

Signature *Date*

Signature *Date*

Dawn Marie Rubio

Name

Tom French

Name

WA State Court Administrator / AOC Director

Title

Title

APPENDIX A

WASHINGTON STATE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access and Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Washington State Administrative Office of the Courts (AOC) will reimburse Courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 “Qualifying Interpreter Events.”

It also includes goods and services that improve language access, listed under Section 3 “Language Access Goods and Services”.

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse the Court 50% of the actual expenses for services of WA state AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one WA state AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more WA state AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse the Court 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHHS) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:
<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Out of State Court Credentialed Interpreters Qualifying Events

AOC will reimburse the Court 25% of the actual expenses for services of out of state court credentialed or otherwise court-qualified interpreters pursuant to Exhibit I, Out of State Interpreter Reimbursement Policy, and Guidelines that meet all of the following conditions:

- a) Interpreter service is provided for a designated High Priority Language.
- b) Court has made reasonable efforts to secure a WA state court credentialed interpreter.
- c) A WA state court credentialed interpreter was not reasonably available for the assignment.
- d) The out of state interpreter holds credential status that aligns with WA state's court credential standards.
- e) The out of state interpreter has been provided with the Code of Professional Responsibility for Judiciary Interpreters. (GR11.2)

D. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

E. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

Courts shall submit documents related to reimbursement claims under goods and services, including original and translated materials for translation services, and applicable invoices for other goods and services, upon request by the AOC.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Translation services
- Telephonic interpreter services for events outside of court proceedings
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Staff training on language access, interpreting, or bilingual skills improvement
- Interpreter scheduling software fees
- Printed signage for language assistance purposes

Items or services not listed above must be pre-approved (via email) by Language Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) Spoken Language Interpreters

AOC will reimburse the Court 50% of the cost of AOC credentialed, or otherwise court-qualified interpreters providing services under this Agreement.

b) **Sign Language Interpreters**

AOC will reimburse the Court 50% of the cost of certified interpreters providing services under this Agreement.

c) **High Priority Language Out of State Interpreters**

AOC will reimburse the Court 25% of the cost of court credentialed, or otherwise court-qualified interpreters that meet WA standards providing services under this Agreement.

d) **Staff Interpreters (Salaried Staff)**

AOC will reimburse the Court 50% of the cost of AOC credentialed staff interpreters.

e) **Contracted Interpreters**

The cost of credentialed or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

f) **Remote Interpreting**

AOC will reimburse the Court 50% of the cost of using credentialed or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

g) **Cancellation Fees**

AOC will reimburse the Court 50% of cancellation fees paid to interpreter.

h) **Goods and Services**

AOC will reimburse the Court 100% of the approved cost of goods and services related to language access in courts. These services must not be part of a legal court proceeding.

B. Travel Time and Mileage

AOC will reimburse the Court 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

EXHIBIT I

OUT OF STATE INTERPRETER REIMBURSEMENT POLICY

I. Policy Statement

The Language Access and Interpreter Reimbursement Program (LAIRP) establishes this policy to expand reimbursement eligibility for interpreter services provided by out of state court credentialed interpreters for designated High Priority Languages when a Washington state court credentialed interpreter is not readily available. Reimbursement is subject to the eligibility requirements, reimbursement rate, and other terms and conditions established in this policy.

II. Purpose

The purpose of this policy is to strengthen statewide language access support for Washington courts by establishing an equitable, sustainable, and data-driven framework for reimbursing eligible out of state interpreter services under LAIRP. The policy is designed to promote meaningful language access in courts by expanding reimbursement support while reaffirming Washington state court credentialed interpreters as the preferred resource whenever reasonably available.

III. Scope

This policy applies to:

- Courts participating in the LAIRP;
- Interpreter services provided by court credentialed out of state interpreters;
- Languages designated as High Priority Languages;
- Interpreter events occurring on or after July 1, 2026.

This policy does not apply to languages for which Washington state does not have a court credentialed interpreter. Reimbursement for interpreter services in those languages continues to be administered as outlined in the Interagency Agreement.

IV. Definitions

For the purpose of this policy:

Court Credentialed Interpreter means an interpreter who holds an active court interpreter credential issued by a state's administrative office of the courts or a nationally recognized credentialing body.

In State Court Credentialed Interpreter means an interpreter who acquired Washington state court credential (either certified or registered) by completing the steps required by Washington State Administrative Office of the Courts (AOC).

Out of State Court Credentialed Interpreter means an interpreter credentialed by another state's court system who does not currently hold a Washington state court interpreter credential through certification, registration, or reciprocity.

Reciprocity means the process by which an interpreter who is court credentialed in another state and in good standing may apply to obtain a court credentialed interpreter status in Washington state. Their credential was initially obtained from a non-Washington state and AOC grants reciprocity credentialing status through a requirement standard verification process.

High Priority Language means a language designated by the AOC as eligible for reimbursement under this policy based on an assessment of language access needs. A high priority language is identified as requiring additional reimbursement support to address a significant gap between language demand and interpreter supply.

Reasonable Effort means a documented process taken by the court to secure a Washington state court credentialed interpreter before utilizing an out of state court credentialed interpreter.

V.High Priority Languages

AOC shall annually designate High Priority Languages using LAIRP data and established evaluation criteria.

The criteria may include interpreter utilization, statewide interpreter availability, language demand, and other factors determined by the AOC to ensure equitable resource distribution.

High Priority Languages shall be reviewed periodically, and the list of included languages may be revised by AOC based on available data and program needs.

For Fiscal Year 2027, the following languages are designated as High Priority Languages.

Certified Languages	Registered Languages
Arabic Hmong	Burmese Dari Hungarian Kurdish - Kurmanji Laotian Marshallese Nepali Swahili Tigrinya Ukrainian Urdu

VI. Eligibility Requirements

To qualify for reimbursement, all of the following conditions must be met:

- A. Interpreter service is provided for a designated High Priority Language.
- B. Court has made reasonable efforts to secure a Washington state court credentialed interpreter.
- C. A Washington state court credentialed interpreter was not reasonably available for the assignment.
- D. The out of state interpreter holds credential status that aligns with Washington state's court credential standards.
- E. The out of state interpreter has been provided with the Code of Professional Responsibility for Judiciary Interpreters (GR11.2).

VII. Court Responsibilities

To claim reimbursement for interpreter services provided by an out of state interpreter, the Court is responsible for:

- A. Verifying the out of state interpreter's credential based on the Out of State Interpreter Credential Verification Guideline (Exhibit II).
- B. Providing the interpreter with the Code of Professional Responsibility for Judiciary Interpreters (GR11.2).
- C. Attesting interpreter's court credential status through the LAIRP application portal.
- D. Maintaining documentation supporting eligibility requirements.

- E. Submitting complete, accurate, and timely invoices in accordance with LAIRP requirements and applicable deadlines.

At any point, if an interpreter's credential attestation is determined to be inaccurately reported by the court even after the invoice has been paid, AOC reserves the right to revoke the reimbursement approval. In such cases, if reimbursement has occurred, courts shall be required to return the applicable reimbursement payment to AOC.

VIII.Reimbursement

Subject to court's available budget and overall program funds, LAIRP shall reimburse twenty-five percent (25%) of the total out of state interpreter services eligible expenses. Reimbursement rate may be revised at the discretion of the AOC to meet program needs.

Eligible expenses include:

- A. Interpreter service fees;
- B. Travel expenses, including accommodation, mileage, per diem, and other travel related costs consistent with applicable Washington state travel regulations; and
- C. Other AOC pre-approved expenses directly related to the provision of interpreter services.

Reimbursement may be limited by reimbursement caps, program funding, or other fiscal requirements established by the AOC.

IX.Exceptions

AOC may approve exceptions to the policy on a case-by-case basis to support critical language access needs.

Requests for exception shall be submitted in writing prior to scheduling the interpreter.

Courts may submit the request to the Program Manager, Tae Yoon at tae.yoon@courts.wa.gov.

X.Review and Updates

AOC may periodically review this policy to ensure continued alignment with program objectives, statewide interpreter needs, and fiscal sustainability.

Revisions may be adopted as necessary. AOC shall notify the courts via email notification of any revisions.

EXHIBIT II

OUT OF STATE INTERPRETER CREDENTIAL VERIFICATION

I. Purpose

This document provides Washington courts with standardized procedures for implementing the Out of State Interpreter Reimbursement Policy. Its purpose is to ensure that language access provided by out of state court credentialed interpreters meets established Washington state standards and qualifications. It serves as a step-by-step resource for courts to verify out of state court interpreter credentials, document compliance with policy requirements, and submit reimbursement requests under the Language Access and Interpreter Reimbursement Program (LAIRP).

II. Washington State Court Credentialed Standards

Washington state has two court credential types depending on the language:

- Certified Interpreter
- Registered Interpreter

In order for an interpreter to be credentialed in Washington state, the interpreter must:

1. Successfully pass the National Center for State Courts (NCSC) written exam with a minimum score of 80% or higher
2. Complete the interpreter orientation provided by the AOC
3. Successfully pass the oral requirement
 - Certified Interpreter: A passing score of 70% or higher on the NCSC oral exam on all three sections; sight, consecutive, and simultaneous interpretation
 - Registered Interpreter: English Oral Proficiency Interview (OPI) score 49 and above, Foreign Language OPI score superior and above from WA AOC approved testing companies for languages that do not have an NCSC oral exam
4. Complete the mandatory Ethics and Protocol Training provided by the AOC
5. Successfully pass a background check performed by WA State Patrol and complete the Interpreter Oath

WA state court credentialed interpreters need to fulfill a biennial compliance requirement to maintain an active WA AOC credential status.

An interpreter who acquired credential status originally in another state may become court credentialed in Washington state once they complete the required reciprocity

process. In such case, the interpreter is considered a Washington state court credentialed interpreter regardless of their current place of residence.

III. Verifying an Out of State Court Interpreter Credential

Prior to scheduling an out of state interpreter, the Court is responsible for verifying the interpreter's credentials. Because credentialing systems vary among states, courts should further verify that the interpreter's credential in another state aligns with Washington state credential standards.

The following process is intended to assist courts in completing the interpreter credential verification;

Step 1- Identify Language

Identify language and determine whether it is considered a certified or registered language. A list of credentialed languages can be found on the AOC website.

Step 2 - Identify Interpreter's Credential

- Identify the interpreter's credential type and the issuing state.
- Credential types across states include, but are not limited to, Master, Certified, Registered, Qualified, Conditionally Approved, Advanced, Journey, Provisionally Approved, Authorized, Proficient.

Step 3 - Verify the Credential

Verify whether the credential is active and in good standing. This may be completed by:

- Checking the official court interpreter registry maintained by the issuing state. Courts may refer to each state's interpreter roster link, if available, on the Nationwide Interpreter Resource List (Exhibit III).
- Contacting a court from the issuing state the interpreter has worked in.
- Requesting official documentation issued by the credentialing authority.

Step 4 - Evaluate Credential Equivalency to Washington standards

Evaluate whether the interpreter's credential from the issuing state is comparable to Washington state court credential standards outlined in Section II.

- When making this determination, courts should evaluate the credentialing requirements as a whole.
- Difference in credential types, titles, or structure does not necessarily indicate that a credential is not comparable to Washington standards.

Similarly, the use of the same credential title such as 'certified' or 'registered' does not automatically mean that the credential is equivalent to Washington state's credential requirements.

- Courts may refer to each state's language access website link on the Nationwide Interpreter Resource List (Appendix B).
- If additional guidance is needed regarding a credential or an unfamiliar credentialing structure, courts may contact the AOC Language Access team before scheduling the interpreter and submitting a reimbursement request.

Step 5- Maintain Documentation

Retain any documentation supporting the credential verification process.

- Documentation may include registry searches, credential verification records, correspondence, or other information used during the verification process.
- Courts may be requested to provide supporting documentation as part of the LAIRP reimbursement review or program administration.

IV.Submitting Reimbursement Request

To request reimbursement, Courts must report the interpreter event through the LAIRP application portal in accordance with established reporting procedures.

Specifically, to claim reimbursement under the Out of State Interpreter Reimbursement Policy, Court shall attest that:

- The out of state interpreter's credential has been verified.
- Interpreter's credentials align with Washington state standards.
- A Washington state court credentialed interpreter was not reasonably available for the interpreter event.

By submitting the reimbursement request and required attestation, the Court certifies that the verification was completed in accordance with these guidelines and necessary supporting documentation has been retained. Courts are not required to submit supporting documentation through the LAIRP application portal.

EXHIBIT III**NATIONWIDE INTERPRETER RESOURCE LIST**

This list can also be found on the LAIRP Application Portal

The links provided below are intended as a general reference to assist courts in locating publicly available information about interpreter rosters and language access websites in other states. These links are maintained by each state and may change without notice. Courts should verify interpreter credentials, qualifications, and other applicable requirements directly with the relevant state.

State	Interpreter Roster	Website
Alabama	Alabama Administrative Office of Courts	Alabama Administrative Office of Courts
Alaska	Verification by email	Language Interpreter Services - Alaska Court System
Arizona	Verification by email	AZCourts.gov > Arizona Language Access Information and Interpreter Resources
Arkansas	https://arcourts.gov/directories/court-interpreters-registry	Office of Court Interpreter Services (OCIS) Arkansas Judiciary
California	Search for an Interpreter Language Access Services	Home Language Access Services
Colorado	Managing & Staff Interpreter Contact Information	Interpreters & Translators Colorado Judicial Branch
Connecticut	Verification by email	Limited English Proficiency - CT Judicial Branch
Delaware	Available upon request	Delaware Court Interpreter Program - Administrative Office of the Courts - Delaware Courts - State of Delaware
Florida	Certified Interpreter Registry / Find an Interpreter / Court Interpreting / Court Services / Services - Florida Courts	Court Interpreting / Court Services / Services - Florida Courts
Georgia	gcr.onegovcloud.com/public/directory/	Committee on Interpreters – Office of Court Professionals

Hawaii	Find a Court Interpreter Hawaii	Judiciary Judiciary Language Assistance Policy
Idaho	https://isc.idaho.gov/administrative/rosters/other-court-rosters	https://isc.idaho.gov/about-the-courts/language-access
Illinois	Illinois Interpreter Registry	Find a Language Interpreter/Language Access Program in the Illinois Courts system
Indiana	Interpreters - Search	Office of Judicial Administration: Language Access
Iowa	Find an Interpreter Iowa Judicial Branch	Court Interpreters Iowa Judicial Branch
Kansas	No certification requirements	https://kscourts.gov/Public/Become-an-Interpreter
Kentucky	https://www.kycourts.gov/Court-Programs/Language-Access/Pages/Find-an-Interpreter.aspx	Language Access - Kentucky Court of Justice
Louisiana	https://www.lasc.org/court_interpreters/LASC_Interpreter_Registry.pdf	Office of Language Access - Louisiana Supreme Court
Maine	Verification by email	Interpreter and Translation Services: State of Maine Judicial Branch
Maryland	https://secure.scheduleinterpreter.com/marylandcourts/cgi-bin/reports.cgi?action=publicListing	Language Services Maryland Courts
Massachusetts	https://www.mass.gov/info-details/massachusetts-trial-court-interpreters-public-release-roster-prr-introduction	Trial Court Office of Language Access Mass.gov
Michigan	Certified Interpreters	Foreign Language Interpreter Certification Program
Minnesota	Court Interpreters Search	mncourts.gov
Mississippi	https://courts.ms.gov/aoc/courtinterpreter/registry.php	Court Interpreters - State of Mississippi Judiciary
Missouri	Missouri Foreign Language Court Interpreter Roster	Americans with Disabilities Act

Montana	Verification by email	Interpreters District of Montana United States District Court
Nebraska	https://nebraskajudicial.gov/programs-services/interpreters/statewide-register-interpreters	Language Access Nebraska Judicial Branch
Nevada	NVCCIP Roster 5.2026	Nevada Certified Court Interpreter Program Overview Administrative Office of the Courts
New Hampshire	Verification by email	Language Access/Interpreter Services New Hampshire Judicial Branch
New Jersey	https://www.njcourts.gov/sites/default/files/public/language-services/registry.pdf	https://www.njcourts.gov/public/get-help/request-interpreter
New Mexico	https://nmcenterforlanguageaccess.org/cms/en/services/language-interpreter-services-directory	Online Multilingual Language Access Training
New York	Verification by email	Language Access & Court Interpreters New York Courts
North Carolina	Verification by email	Office of Language Access Services North Carolina Judicial Branch
North Dakota	None	North Dakota Court System - Court Interpreters
Ohio	https://www.supremecourt.ohio.gov/docs/JCS/interpreterSvcs/certification/roster.pdf	Language Services Section » Supreme Court of Ohio
Oklahoma	https://www.oscn.net/static/forms/aoc_forms/interpreter.asp	Forms Certified Courtroom Interpreters
Oregon	Oregon Credentialed Court Interpreter Roster.pdf	https://www.courts.oregon.gov/languages/Pages/default.aspx
Pennsylvania	Interpreter Roster Interpreter Program Operations Judicial Administration Unified Judicial System of Pennsylvania	Language Access Operations Judicial Administration Unified Judicial System of Pennsylvania
Rhode Island	Not publicly available	Programs and Services
South Carolina	Interpreter Directory - South Carolina Judicial Branch	Court Access - South Carolina Judicial Branch

South Dakota	Verification by email	Language Access Resources SD Unified Judicial System SD UJS
Tennessee	https://tncourts.gov/programs/court-interpreters/find-court-interpreter	Court Interpreters Tennessee Administrative Office of the Courts
Texas	Find a Court Interpreter Texas	TJB Interpretation & Translation
Utah	Find a Court Interpreter	Court Interpreters
Vermont	Available upon request	Language Access: Interpreters and Translators Vermont Judiciary
Virginia	Foreign Language Services Virginia Court System	https://www.vacourts.gov/courtadmin/aoc/djs/programs/interpreters/home
Washington	Washington State Courts - Court Interpreters	Washington State Courts - Court Interpreters
West Virginia	Verification by email	Access to Justice West Virginia Judiciary
Wisconsin	https://www.wicourts.gov/services/interpreter/search.htm	Wisconsin Court System - Court services - For interpreters
Wyoming	Court Interpreter Services - Wyoming Judicial Branch	Court Interpreter Services - Wyoming Judicial Branch
District of Columbia	For Interpreters District of Columbia Courts	ADA and Language Accessibility District of Columbia Courts
Virgin Islands	Verification by email	https://www.vid.uscourts.gov/interpreter-services

GR 11.2 CODE OF PROFESSIONAL RESPONSIBILITY FOR JUDICIARY INTERPRETERS

(a) **Preamble.** As officers of the court, interpreters must maintain high standards of professional conduct that promote public trust and confidence in the administration of justice. The purpose of this code is to establish standards of conduct that interpreters must abide by in order to preserve the integrity and independence of the judicial system. It establishes core ethical principles of interpreter conduct in all aspects of their profession.

(b) **Scope.** The text of each rule is authoritative, while the comments provide important guidance in understanding the rules.

(c) **Applicability.** All interpreters serving in the judicial system must abide by this Code of Professional Responsibility.

(d) **Compliance.** Interpreters who violate the provisions of this code are subject to disciplinary action and/or any other sanction that may be imposed by law.

(e) **Definitions.**

(1) Source language – the original language of the writer or speaker.

(2) Target language – the language of the receiving reader or listener.

(3) Register – the degree of formality of language.

(4) Sight translation – the rendering of a written document directly into a spoken or signed language, not for purposes of producing a written document.

(f) **Canons.**

(1) *Accuracy.* Interpreters must reproduce in the target language the closest natural equivalent of the source language message without altering it by means of addition, omission, or explanation.

Comment

(1)[1] Interpreters are obligated to conserve every element of information contained in the source and target languages. In doing so, they fulfill a twofold duty: (1) to ensure that legal proceedings reflect in English precisely what is said or signed by limited English proficient individuals and (2) to place limited English proficient individuals on an equal linguistic footing with those who are fully proficient in English.

(1)[2] Interpreters are required to apply their best skills and judgment to render, as faithfully as reasonably possible, the meaning of what is said or signed, preserving the style and register of speech, and the ambiguities and nuances of the source statement.

Everything must be interpreted, even if it appears nonresponsive, obscene, rambling, or incoherent. This includes false starts and apparent misstatements. However, verbatim, "word for word," or literal interpretation is inappropriate if it distorts the meaning of what is said or signed.

Spoken language interpreters should convey the speaker's tone without reenacting or mimicking the speaker's emotions or dramatic gestures. Sign language interpreters, on the other hand, should employ visual cues, including facial expressions, body language, and hand gestures, which are structural elements of sign languages.

(1)[3] Interpreters have the duty to immediately address any situation or condition that impedes their ability to accurately interpret. Examples include, but are not limited to, linguistic ambiguities, unfamiliar terms, inaudible speech, inability to see a speaker, background noise or distraction, and pace of speech.

(1)[4] The obligation to preserve accuracy includes the interpreter's duty to correct any substantive errors of interpretation as soon as possible. Interpreters should be prepared to accept feedback, including challenges to their interpretation, in a professional and impersonal manner.

(1)[5] Due to the difficulty of extemporaneously interpreting recordings (such as 911 calls), the practice of doing so in court should be discouraged at all times. Rather, proper transcripts and corresponding written translations should be prepared in advance. If ordered by the presiding officer to interpret a recording in court, interpreters should comply but state, on the record, that they cannot guarantee the accuracy of the interpretation.

(1)[6] Interpreters should refrain from sight translating documents for the record. Rather, written translations of documents offered in an evidentiary hearing should be prepared in advance. If ordered by the presiding officer to sight translate such documents, interpreters should comply but state, on the record, that they cannot guarantee the accuracy of the sight translation.

(1)[7] The ethical responsibility to interpret accurately includes being prepared for assignments. Interpreters are encouraged to obtain documents and other information necessary to familiarize themselves with the nature and purpose of an assignment. Prior preparation is described below; it is especially important when testimony or documents include highly specialized terminology and subject matter.

Preparation may include but is not limited to:

- (i) reviewing relevant documents, such as criminal complaints, police reports, briefs, witness lists, jury instructions, prior depositions, etc.;
- (ii) asking interpreters previously involved in the case for information on language use or style; or
- (iii) asking attorneys involved in the case for additional relevant information.

(2) *Competence*. Interpreters must not knowingly accept any assignment beyond their skill level. If at any point, before or during an assignment, they have reservations about their ability to satisfy an assignment competently, they must immediately disclose this to all parties and, if applicable, to the court.

In their professional capacity, interpreters must not give legal or other advice or engage in any activity that may be construed as a service other than interpreting or translating.

Comment

(2)[1] Interpreters are duty bound to inquire about the assignment in advance and assess their competence to render services.

(2)[2] Interpreters are not qualified to give written or oral counsel about a legal matter that could affect the rights and responsibilities of the person receiving the advice. GR 24 sets forth what constitutes the practice of law.

(2)[3] Interpreters should maintain and expand competence in their field through professional development. Professional development includes steady practice, professional training, ongoing education, terminology research, regular and frequent interaction with colleagues and specialists in related fields, and staying abreast of new technologies, current issues, laws, policies, rules, and regulations that affect their profession.

(2)[4] Interpreters should know and follow established protocols for delivering interpreting services. When speaking in English, interpreters should speak at a volume that enables them to be heard throughout the courtroom. They should interpret in the first person and refer to themselves in the third person.

(3) *Honesty and Integrity*. Interpreters have an inviolable duty to provide honest services in which their behavior upholds the values outlined in this code. They must accurately represent their credentials, training, and relevant experience. Interpreters must not engage in conduct that impedes their compliance with this code or allow another to induce or encourage them to violate the law or this code.

Comment

(3)[1] It is essential that interpreters present a complete and truthful account of their credentials, training, and relevant experience prior to an assignment so that their ability to satisfy it competently can be fairly evaluated.

(4) *Impartiality and Neutrality.* Interpreters must faithfully render the source message without allowing their own views to interfere. They must refrain from conduct that may give an appearance of bias and must disclose any real or potential conflict of interest to all parties and the court, if applicable, as soon as they become aware of it.

Comment

(4)[1] Interpreters should strive for professional detachment. They should uphold impartiality by avoiding verbal and nonverbal displays of personal attitudes, prejudices, emotions, or opinions. Interpreters must faithfully render all statements, even those they find personally objectionable, without allowing their own views or opinions to interfere.

(4)[2] As officers of the court, interpreters serve the court and the public, regardless of whether publicly or privately retained. Interpreters must uphold neutrality by avoiding any behavior that creates the appearance of favoritism toward anyone. Interpreters should maintain professional relationships with persons using their services, discourage personal dependence on the interpreter, and avoid participation in the proceedings in any capacity other than providing interpreter services. During the course of the proceedings, interpreters should not converse with parties, witnesses, jurors, attorneys, or friends or relatives of any party, except in the discharge of their official functions.

(4)[3] Interpreters must not serve in any matter in which they have an interest, financial or otherwise, in the outcome, unless a specific exception is allowed by the judicial officer for good cause and noted on the record. Interpreters must not solicit or accept gifts or gratuities from any of the parties, even as a social courtesy, in order to maintain the appearance of neutrality. Interpreters must disclose to the parties and/or the court any circumstance that creates a potential conflict of interest, including but not limited to the following:

- (i) the interpreter is a friend, associate, or relative of a party, witness, victim, or counsel;
- (ii) the interpreter or the interpreter's friend, associate, or relative has a financial interest in the case at issue, a shared financial interest with a party to the proceeding, or any other interest that might be affected by the outcome of the case;
- (iii) the interpreter has served in an investigative capacity for any party involved in the case;

- (iv) the interpreter has previously been retained by a law enforcement agency to assist in the preparation of the criminal case at issue;
- (v) the interpreter is an attorney in the case at issue; or
- (vi) the interpreter has previously been retained for employment by one of the parties.

The existence of any one of the abovementioned circumstances should be evaluated by the parties and the court but should not automatically disqualify an interpreter from providing services. If an actual or perceived conflict of interest exists, the appropriate authorities should determine whether it is appropriate for the interpreter to withdraw based on the totality of the circumstances.

(5) *Confidentiality.* Interpreters must not divulge privileged or other confidential information obtained in their professional capacity. They must refrain from making any public statement on matters in which they serve.

Comment

(5)[1] Privileged communications take place within the context of a protected relationship, such as that between an attorney and client, a husband and wife, a priest and penitent, and a doctor and patient. The law often protects against forced disclosure of such conversations. Interpreters are bound to maintain the confidentiality of all privileged communications.

(5)[2] Interpreters are also routinely privy to communications that, while not necessarily privileged by law, are conveyed in confidence. In order to preserve the integrity of the judicial process, interpreters have an ongoing duty to refrain from disclosing information obtained in their professional capacity. This duty is consistent with CJC 2.10.

[Adopted effective November 17, 1989. Original Rule 11.1 was renumbered as Rule 11.2 effective September 1, 2005; Amended effective April 26, 2016; December 18, 2018; March 12, 2019.]