

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

Contract Interpreter Management Plan

Goal

The Contract Interpreter Management Plan will ensure that federally certified or otherwise qualified interpreters are provided for all criminal and civil matters instituted by the United States requiring the use of language other than English, including American Sign Language and CART (Communication Access Realtime Translation).

Applicability of the Plan

This plan shall be applicable to all contract court interpreters who have current, signed contracts with the U.S. District Court for the District of Maine.

Objectives of the Plan

- To enhance the efficient operation of the court.
- To effectively and efficiently manage contract interpreters by means of proper supervision and procedural system.
- To ensure the contracting of federally certified interpreters in the following languages: Spanish, Navajo, and Haitian Creole.
- To ensure the contracting of otherwise qualified interpreters of non-certified languages.

Contract Court Interpreter Services Terms and Conditions

Contracting for court interpreter services is a procurement program that falls under the Special Delegation Programs set forth in the *Guide to Judiciary Policies and Procedures*, Volume 1, Chapter 8, Part C. Courts must abide by these policies and procedures when obtaining contract court interpreter services.

The Contract for Court Interpreter Services is issued each fiscal year by the Administrative Office of the United States Courts. The contract interpreter must complete and sign the contract and return it to the Court Interpreter Supervisor/Contracting Officer for review and approval.

The contract, along with the Contract Interpreter Invoice, Contract Court Interpreter Service Terms and Conditions, and Judiciary Staff Travel Regulations constitutes the contract between the interpreter and the court. It is maintained in the Clerk's Office procurement files. All of the documents referred to above may be found on the court's internet website.

Types of Contract Interpreters

1. Certified Contract Interpreters:

Certified interpreters have passed the Administrative Office certification examination. Certification programs have been developed for Spanish, Navajo, and Haitian-Creole. For these languages, the courts will select interpreters who have met the Administrative Office's criteria for certification.

The Administrative Office's Spanish-English Federal Court Interpreter Certification Examination is administered in two phases. Interpreters must pass the written exam in order to qualify for the oral examination. The oral examination measures a candidate's ability to accurately perform simultaneous as well as consecutive interpretation and sight translations as encountered in the federal courts.

2. Professionally qualified interpreters

To be considered a professionally qualified interpreter, an individual must submit a resume to the Court detailing his/her education, training experience, current telephone number, mailing address, and when applicable, membership accreditations as described below. The documentation received will be sent to the Administrative Office, for the interpreter to be classified as professionally qualified or language skilled.

Individuals who can demonstrate to the court that they are eligible in either of the two ways set forth below may be classified as "professionally qualified."

1. Previous employment as a conference or seminar interpreter with any United States agency or with the United Nations or a similar entity may be deemed professionally qualified if the conditions for employment included successfully passing an interpreter examination; or

2. Membership in good standing in a professional interpreter association that requires:
 - a. a minimum of 50 hours of conference interpreting experience in the language(s) of expertise; and
 - b. sponsorship from three active members of that same association who have been members for at least two years; whose language(s) are the same as the applicant's; and who will attest to having witnessed the applicant's performance and to the accuracy of the statements on the applications.

3. Language Skilled Interpreters

Interpreters who are not certified (Spanish, Navajo, or Haitian-Creole) or designated as professionally qualified, as described above, but who can demonstrate to the satisfaction of the court their ability to effectively interpret from the foreign language into English, and vice versa, in court proceedings, may be classified as "language skilled" interpreters.

Supervision of the Plan

The Clerk of Court shall designate an interpreter supervisor/contracting officer, whose duties and responsibilities are to provide day-to-day management and to perform all other functions in this Plan including but not limited to:

1. Maintaining a local roster of certified and otherwise qualified contract interpreters of all languages available for contract work.
2. Maintaining relevant portions of the National Court Interpreter Database (Infoweb)
3. Maintaining pertinent information re: interpreter policies, procedures, and interpreter orientation to be located on the court's internet web page and SharePoint.
4. Engaging the services of contract interpreters through approved procurement methods and maintaining contractor procurements files.
5. Effectively managing all case managers and contract court interpreters through proper supervision and procedures.
6. Providing orientation and/or training to staff and contract interpreters by providing information and guidance on interpreting and translating to court personnel, attorneys, and the public at large.
7. Maintaining all interpreter usage statistical data and submitting to the Administrative Office of the United States Courts a periodic report on the use of court interpreters and other reports as needed.

Background Checks

Every two years, contract court interpreters must be fingerprinted and undergo an FBI background check.

Orientation

Contract court interpreters who provide interpreting services for the District of Maine must complete the following orientation:

- View FJC video "Taking the Interpreter's Oath to Heart";
- Receive a tour of the courtrooms;
- Receive instructions on how to use the courtroom interpreting equipment.

Once a contract interpreter agrees to interpret for the court, the case manager will mail the following documents to him/her:

- Confirmation in writing of the scheduled court proceeding;
- Copy of a detailed orientation handout which explains the type of court proceeding for which the interpreter was contracted;
- In addition, a case manager will inquire whether the interpreter requires additional court documents (i.e. indictment, prosecution version, scripts, etc.) and will mail these documents to the interpreter.

Compensation

- *Standard Rates for Interpreting Services:*
The rates for interpreting services are established by the Director of the Administrative Office of the United States Courts and will be in effect unless otherwise changed. The half-day rate is paid for services up to and including 4 hours in one day, and the full-day rate is paid for services in excess of 4 hours up to and including 8 hours in one day. Overtime/hourly rates apply only if the workday exceeds 8 hours (4 hours, if an afternoon-only assignment), not including meal periods and breaks. The fee paid for interpreting services is in addition to payment for travel time, mileage, and parking, if applicable. The court will issue payment within 30 days of the submission of a proper invoice.
- *Payment When Not Used:*
Other than for a trial, an interpreter contracted for a single matter is generally deemed to have been contracted for a half day and shall be available for the entire half day. An interpreter who is contracted for a single matter and appears at the courthouse but is not used shall be compensated for a minimum of a half day.
- *Payment on Late Cancellation:*
If the contract court interpreter receives notice of cancellation of a court proceeding at least 24 hours prior to the scheduled proceeding, not counting weekends or federal holidays, no cancellation fee will be paid. If the contract court interpreter is notified of

the cancellation less than 24 hours before the scheduled proceeding, not counting weekends or federal holidays, the court will compensate the interpreter with a cancellation fee equal to the applicable half or full day rate. The contract interpreter shall have the option of accepting such compensation.

- *Dual Compensation:*

A contract court interpreter may not receive duplicate payment for the same half or full day from any one or more federal court units, Federal Public Defender organization, or Criminal Justice Act appointed attorney.

- *Payment While in Travel Status:*

No payment will be provided for travel time for travel within the local commuting area of the court location in which the contract court interpreter is working. The local commuting distance to the courthouse(s) has been set by the court at 30 miles, one way. Travel expenses (travel time, mileage, parking) will not be paid unless the court interpreter's residence is more than 30 miles from the court location.

When a contract court interpreter is required to travel to a court location that is beyond the local commuting distance to the courthouse from the interpreter's residence, or between a courthouse and other authorized location, time in travel is counted from the time the interpreter leaves the residence or other authorized location until arrival at the court location, and from the time the interpreter leaves the court location until arrival at the residence or other authorized location.

If the travel time and service time for the same day exceed four hours, the applicable full-day rate will be paid for that day, plus overtime for each hour or fraction thereof over eight hours, if any. If an afternoon-only assignment, the applicable half-day rate will be paid, with travel time and overtime accruing after 4 hours. Two half days accrued by a contract court interpreter in any of the situations discussed in this section shall be paid at the applicable full-day rate.

- *Preparing Vouchers:*

Compensation for contracted service will require the contract interpreter to prepare and submit the proper claim form in order to receive payment for services rendered. Any claims for parking reimbursement while in travel status must be accompanied by dated receipts, and any mileage claimed must be clearly indicated on the Contract Interpreter Purchase Agreement and Invoice. A computer-generated print-out from Mapquest or similar program should be attached to the completed claim form to substantiate the claim for mileage and travel time. Incomplete claim forms may be returned to the contract interpreter for re-submission.

- *Document Translations:*

Written translation work is generally related to either the prosecution or the defense of a case. As a result, compensation for this type of work is payable from Department of Justice funds if needed by the prosecution, or, if requested by the defense, from Criminal

Justice Act or other defender funds. The use of the centralized authorization for court interpreting is not appropriate for payment of document translation. If a non-English-speaking defendant or other participant in a court proceeding needs to be advised of the content of an English-language document, this should be done by means of a sight translation, where an interpreter orally renders the document into the foreign language. For sight translation, the contract interpreter rates set by the Director of the Administrative Office of the United States Courts apply. For written translation, the Department of State recommended per-word rates will apply.

- *Tape/CD Transcriptions/Translation:*

Tape/CD transcription and translation is also related to the prosecution or defense of a case, and, as a result, the work performed is paid for by the party ordering the transcription/translation.

The estimated cost of a transcription/translation project is based on an approximate relationship of one minute of recording to between 30 to 60 minutes of anticipated transcription/translation work. This formula, though useful for making estimates, should not be utilized for purposes of billing. It is an imprecise calculation that ignores the complexity (or lack of complexity) of the task.

The hourly rate paid for interpreting services should be in accordance with the Administrative Office established fee schedule for the interpreter's classification level at the full day rate divided by eight hours.

The invoice submitted should reflect the actual time worked, rounded off to the nearest 1/10 hours multiplied by hourly rate. The actual time worked will be affected by the clarity of the source, the number of speakers, the subject matter involved, the complexity of the language utilized and other factors. The final invoice submitted for payment will require an attached work log of the actual time worked, including dates and start and stop clock times to support the final total number of hours claimed on the invoice. If, upon reviewing the recorded material, the interpreter believes that the standard estimates set forth above are likely to be exceeded, s/he should notify the party requesting the work.

All tape/CD transcription/translation is related to either the prosecution or defense of a case. If the work is payable under the Criminal Justice Act, a court order authorizing an expenditure exceeding \$800.00 is required.

Statistical Report to the Administrative Office

The Clerk is required to file quarterly statistical reports regarding interpreter usage in the District of Maine. These statistics include the use of locally contracted interpreters and interpreters who have performed interpreting services by telephone through the Telephone Interpreting Program (TIP). The quarterly reports must be filed via the Infoweb by the following dates: January 15, April 15, July 15, and October 15 of each year.

Dated: 11/16/10.



JOHN A. WOODCOCK, JR.
Chief, U. S. District Judge