

UNITED STATES DISTRICT COURT DISTRICT OF NEBRASKA

GUIDELINES RE: POLICIES FOR FREELANCE INTERPRETERS

Payment for interpreting services can only be made in judicial proceedings initiated by the United States (criminal cases and civil cases where the United States is a plaintiff) where the parties or witnesses speak only or primarily in a language other than the English language or suffer from a hearing impairment. Payment may not be made for interpreting services for proceedings initiated by private parties, except for providing services to the hearing-impaired and other persons with communications disabilities.

DEFINITIONS

AO Certified Interpreter: An interpreter who has successfully completed the Federal Court Interpreter examination for a language in which an examination is currently available. At this time, examinations are available for the Spanish, Navajo, and Haitian Creole languages.

Professionally Qualified Interpreter: Must demonstrate to the local court: **1.** Prior existing employment as a conference or seminar interpreter (staff or freelance) for the Office of Language Services of the United States Department of State, the United Nations or related agencies for which examinations are a condition of employment; or **2.** Membership in good standing in a professional interpreters association whose by-laws and practices at a minimum require as follows: **(a)** An application specifying a minimum of 50 days of conference experience in the native language(s) of expertise; and **(b)** The sponsorship of three active members in good standing who have been members of the same association for at least two years, whose language(s) are the same as the applicant's, and who attest to having witnessed the performance of the applicant, as well as the accuracy of the statements on the application; **3.** Interpreters wishing to be included on the master list of professionally qualified must submit a resume to the local district court detailing education, training, experience, current telephone number and mailing address, and when applicable, membership accreditation as required by this section.

AO Language Skilled Interpreters: Interpreters who do not qualify as "professionally qualified" interpreters or certified interpreters, but who can demonstrate to the satisfaction of the court their ability to interpret court proceedings from English to a designated language and from that language to English, will be placed on the court's local list and will be included on the Director's master list as a "language skilled interpreter."

Note: If the interpreter is not listed on the National Court Interpreter Database, the interpreter must demonstrate that they have met the minimum requirements listed above prior to commencing service. If the interpreter has not met the minimum requirements and is requesting to be paid at a higher rate, the Court must seek and receive **pre-approval** from the Administrative Office (AO) prior to service. Otherwise, the Court will pay the interpreter at the lower rate.

**PROVIDING SERVICES TO THE HEARING-IMPAIRED AND OTHER PERSONS
WITH COMMUNICATIONS DISABILITIES**

As adopted in September 1995, it is the policy of the Judicial Conference that all federal courts provide reasonable accommodations to persons with communications disabilities. Each federal court is required to provide, **at judiciary expense**, sign language interpreters or other appropriate auxiliary aids and services to participants in federal court proceedings who are deaf, hearing-impaired or have other communications disabilities. The court shall give primary consideration to a participant's choice of auxiliary aid or service.

“Auxiliary aids and services” include qualified interpreters, assistive listening devices or systems, or other effective methods of making aurally delivered materials available to individuals with hearing impairments. **“Participants”** in court proceedings include parties, attorneys and witnesses. The services called for under these guidelines are not required to be provided to spectators, although courts may elect to do so in situations where they determine such to be appropriate, for example, providing an interpreter to the deaf spouse of a criminal defendant so that the spouse may follow the course of the trial. **“Court proceedings”** include trials, hearings, ceremonies and other public programs or activities conducted by the court. **“Primary consideration”** means that the court is to honor a participant's choice of auxiliary aid or service, unless it can show that another equally effective means of communication is available, or that use of the means chosen would result in a fundamental alteration in the nature of the court proceeding or in the undue financial or administrative burden. See the *Guide to Judiciary Policies and Procedures*, Volume I, Chapter III, Section H for more details.

Special accommodations must be requested through the courtroom deputy in a sufficient manner to allow time to seek approval from the Clerk of Court and to secure services, if needed. If an interpreter is used to provide services to a person with a communication disability, the interpreter shall fill out the appropriate form (attachment 1) as stated in the *“Payment for Services”* section. In addition, the courtroom deputy shall complete the *“Report of Services Provided to Persons With Communications Disabilities”* form (attachment 2) and fax this to the Administration Office of the U.S. Courts.

ASSISTANCE TO LITIGANTS

The clerk shall provide assistance to the parties in locating an available interpreter. The local roster of certified and otherwise qualified interpreters shall be made available for inspection during the normal business hours of the clerk's office.

The clerk shall, where possible, make available the services of an interpreter on a cost-reimbursable basis upon the request of any person in any action, if the presiding judicial officer approves the request. The presiding judicial officer also may require that the requesting party pay the estimated expenses of providing such services prior to the provision of the services.

STANDARD FEE RATES FOR INTERPRETING SERVICES

Certified and Professionally Qualified Interpreters: (New Rates Effective 4/1/2003)

- ▶ \$329.00 **full day** (between 4 and 8 hours)
- ▶ \$178.00 **half day** (4 hours or less)
- ▶ \$ 49.00 per hour **overtime** (time over 8 hours - lunch and breaks are excluded)

Non-Certified Language Skilled Interpreters :

- ▶ \$156.00 **full day** (between 4 and 8 hours)
- ▶ \$ 86.00 **half day** (4 hours or less)
- ▶ \$ 27.00 per hour **overtime** (time over 8 hours - lunch and breaks are excluded)

Note - Fees are cumulative and apply to actual in-court hours while interpreting for **all federal court units**. Interpreters who work for more than one court unit during the day must bill each court unit separately on a pro rata basis at the **standard fee rate**. Overtime rates do not apply to transit time while in travel status.

TRAVEL EXPENSES

- Actual Hotel, plus \$38 meals & incidental expenses (not to exceed \$91 in Lincoln and North Platte, or \$111 in Omaha)
- Last Day of travel (No Hotel) \$ 38.00
- Meals & incidentals includes all meals, tips for meals, tips to hotel maids, bellhops, etc. Hotel taxes are not considered part of the meals and incidentals rate and can be reimbursed as a miscellaneous travel expense.
- An original hotel receipt must be attached, in order to be reimbursed for hotel.
- Non-government interpreters may be eligible to obtain government hotel and car rental rates if they properly inform the vendor that they are contractors doing official government business. The hotels and car rental companies make the determination whether or not to issue the government rate. They cannot be forced to do so.

AIRLINE TRAVEL

- Non-employee interpreters are not entitled to government-priced airfare and therefore must make their own travel arrangements. Due to the uncertainty of court schedules and the potential for cancellation, interpreters are highly encouraged to purchase **refundable**, economy-class tickets. Said charges must be placed on their personal charge accounts; not the court's GTA account.
- If an interpreter elects to purchase a non-refundable airline ticket and incurs additional costs, the **interpreter will not be allowed to bill more than the constructive cost of the**

refundable fare. Documentation must include a printed proposal from the airline, travel agency or Internet company where the ticket is being purchased which details price differences between the refundable ticket rate and the non-refundable ticket rate. **Any airfare expenses, including cancellation/change fees which exceed the amount of a refundable airline ticket will be the responsibility of the interpreter.**

- A passenger copy of airline ticket or receipt must be supplied to the court for reimbursement of airfare.

PRIVATELY OWNED VEHICLE

- Reimbursement of **37.5 cents per mile** (effective 01/01/2004) for distances of 30 miles or more one-way from the interpreter's residence.
- Parking fees if applicable (at airports, etc).

CAR RENTAL

There may be instances where it is less expensive for an interpreter to fly into a city other than the court city. If the cumulative costs of traveling to one city versus another and renting a car are more advantageous to the government, the interpreter is permitted to rent a car. Otherwise, car rental expenses are not reimbursable.

The interpreter must document the constructive cost savings to the Court. Documentation must include a printed proposal from the airline, travel agency or via the Internet company, detailing price differences between the origination and each destination city on the pertinent dates. Any car rental expenses which exceed the airfare amount to the court city will be the responsibility of the interpreter.

MISCELLANEOUS EXPENSES

- Telephone calls to residence with travel of at least one overnight stay (not more than one per day and maximum of \$5.00 each) **must be itemized by date and amount of each call.**
- Lodging taxes.
- Taxis to/from airport, shuttles, parking fees.

RECEIPTS REQUIRED FOR REIMBURSEMENT OF TRAVEL EXPENSES

- **Original lodging receipt.**
- **Passenger copy of airline ticket** (if a flight changed due to early completion of trial, etc.), and a different flight is taken, the court must have copies of both airline tickets.

- Receipts must be furnished for any **miscellaneous expenses over \$25.00** (other than food) including taxi cab fare, parking fees, etc.

Interpreter's claim for reimbursement must indicate times of day and dates of:

- departure from home location;
- arrival at destination city;
- departure from court city;
- arrival home at end of travel.
- The number of miles claimed, if a privately-owned vehicle is driven from home location to airport and return home.

INTERPRETER SERVICES FEES TO BE PAID FOR TRAVEL DAYS

- **Prior Day Travel** - When travel to court city more than 30 miles from the interpreter's residence is required on a day prior to trial or court hearing, the court will pay an interpreter services fee of **one half-day rate** for the travel day.
- **Day After Travel** - If travel home from court city is required on the day after completion of a trial or court hearing, the court will pay an interpreter service fee of **one half-day rate** for the travel day.
- **Combined Travel Days** - If travel days for both coming to the court city and the return home are on days other than trial days, a maximum of **one full-day rate** will be paid for both days.
- **Day of Travel**
 - ▶ If travel to the court city is on the morning of the day scheduled for afternoon trial or hearing, the court will pay **one full-day rate**.
 - ▶ If travel home is on the afternoon of a day for which interpreter is paid the half-day interpreting fee for that morning in court, the court will pay **one full-day rate**.

* All above fees are in addition to standard per diem and transportation expenses.

WEEKEND / NON-WORKDAYS

For trials that extend over a weekend or holiday, the interpreter should contact the courtroom deputy regarding either returning home or staying in the official duty station city. If the interpreter is authorized by the court to stay in the official duty station, the court will pay per diem of the official duty station, an interpreter services fee of **one half-day rate** and necessary transportation costs. The court may authorize an interpreter services fee of **one half-day rate for non-workdays**.

CANCELLATION FEES

- **In Travel Status**
 - ▶ **Prior Day Travel** - If trial is canceled after an interpreter is in travel status to court city or after an interpreter arrives at court city, with travel on day prior to scheduled full-day trial, the court will pay a **half-day interpreter services fee** for the day of travel to the court city, and will pay **one full-day cancellation fee** representing one trial day. A separate interpreter services fee will not be paid for the return trip home since the return would be on the date originally scheduled for trial and for which the cancellation fee is being paid.
 - ▶ **Day of Travel** - If trial is canceled after an interpreter is in travel to the court city or after an interpreter arrives at the court city, with travel in the morning of the day scheduled for an afternoon trial, the court will pay **one full-day cancellation fee**.
 - **Prior Notice of Cancellation** - If an interpreter is not notified by the court at least one full business day prior to the start of an assignment, the interpreter shall be paid compensation at the **half-day rate**.
 - **Trial Terminates Early** - The length of a trial is estimated by the courtroom deputy prior to the trial and is not guaranteed. However, if a multi-day trial does not go the anticipated length, the interpreter may receive a **half-day interpreter services fee** for one subsequent day.
- * All above fees are in addition to standard per diem and transportation expenses.

EQUIPMENT

Per guidance from the Administrative Office of the U.S. Courts, the U.S. District Court is not allowed to reimburse the interpreter for any equipment-related expenses.

PAYMENT FOR SERVICES

A freelance interpreter must complete and sign this court's form titled "*Court Interpreter's Statement For Services*" (Attachment 1) and forward same to Clerk, U.S. District Court with applicable receipts **within two weeks after the completion of services**. In the event that the "*Court Interpreter's Statement For Services*" form or supporting documentation is incomplete, payment will be delayed until it is received.

Direct inquires and mail invoices to:

Clerk, United States District Court
Attn: Deb Wesely
111 S. 18th Plaza, Suite 1152
Omaha, NE 68102-1322
402.661.7370 (Ph. - Direct)
402.661.7350 (Ph. - Main)
402.661.7387 (Fax)

**UNITED STATES DISTRICT COURT - DISTRICT OF NEBRASKA
COURT INTERPRETERS' STATEMENT FOR SERVICES**

INTERPRETER/FIRM _____ SOC SEC/TAX # _____

ADDRESS _____ PHONE # _____

CITY, STATE, ZIP _____ E-MAIL _____

LANGUAGE _____ Please check one: AO Certified Professionally Qualified Language Skilled

CASE NUMBER _____ CASE CAPTION _____

TYPE OF PROCEEDING _____ JUDICIAL OFFICER _____

DATES OF SERVICES _____ hrs (from) _____ (to) _____
_____ hrs (from) _____ (to) _____

*Indicate hours of service, excluding normal meal periods.

FEE CLAIMED (Full Day Rate) \$ _____ PER DAY/HOUR x _____ DAYS/HOURS = \$ _____

FEE CLAIMED (Half Day Rate) \$ _____ PER DAY/HOUR x _____ DAYS/HOURS = \$ _____

FEE CLAIMED (Overtime Rate) \$ _____ PER DAY/HOUR x _____ DAYS/HOURS = \$ _____

TOTAL \$ _____

TRAVEL EXPENSES (if applicable)

Departed from CITY of _____ DATE AND TIME _____

Stayed overnight in CITY of _____ DATES _____

Arrived home in CITY of _____ DATE AND TIME _____

Subsistence - (Hotel plus \$38 meals & incidental expenses) _____ days at \$ _____ per day = \$ _____
(Not to exceed \$111 in Omaha, or \$91 in Lincoln and North Platte)

Last Day - (No Hotel - \$38 meals & incidental expenses, if applicable) \$ _____

TOTAL SUBSISTENCE \$ _____

MILEAGE* DATE _____ NUMBER OF MILES _____
 DATE _____ NUMBER OF MILES _____

TOTAL MILES @ .375¢ \$ _____

*Must be a minimum of 30 miles one-way from interpreter's residence.

OTHER EXPENSES** _____

Airline tickets, taxi fares, equipment, phone calls, hotel taxes, parking fees (dates and amounts). Attach copy of economy class airline ticket, lodging receipt and a copy of other receipts over \$25.00) **ALL ARE REQUIRED.

TOTAL OTHER \$ _____

TOTAL AMOUNT CLAIMED \$ _____

SIGNED _____ DATE _____

DIRECT INQUIRIES & MAIL INVOICE/DOCUMENTATION TO:

Clerk, U.S. District Court
Attn: Deb Wesely
111 S. 18th Plaza, Suite 1152
Omaha, NE 68102-1322
Ph: (402) 661-7370
Fax: (402) 661-7387

**REPORT OF SERVICES PROVIDED TO
PERSONS WITH COMMUNICATIONS DISABILITIES**

Court (Division): _____

Type of court proceedings or activity: _____

Date(s) services provided: _____

Participant provided services (e.g. plaintiff): _____

Description of services provided: _____

Cost (if any): _____

Special problems encountered: _____

Other comments: _____

Official submitting report: _____

Phone number: _____

**Fax completed form (no cover sheet is necessary) to:
Kathleen Keeley
Court Administration Policy Staff
Administrative Office of the United States Courts
FAX #202-502-1022 VOICE #202-502-1206**

(Attachment 2)