

## Retaining the Services of an Interpreter for CJA Matters

1. The interpreter's fee must correspond to the fees established under the Court Interpreter's Act. Interpreters are paid on either a half-day or a full-day basis. The half-day rate is paid for services up to and including four hours in one day, and the full-day (daily) rate is paid for services in excess of four hours, not including meal periods and is applicable to any hour or fraction thereof exceeding eight hours. Court interpreters may not charge any other federal court unit, federal public defender, or CJA panel attorney for any services rendered during the same half or full day for which the interpreter already has been compensated.

### Certified and Professionally Qualified Interpreters:

Full-Day:	\$388
Half-Day:	\$210
Overtime:	\$55 per hour or part thereof

The only languages for which there is certification are Spanish, Navajo and Haitian Creole. If an interpreter is required for those languages, and the interpreter is non-certified, the interpreter must charge the following non-certified rates:

Full-Day:	\$187
Half-Day:	\$103
Overtime:	\$32 per hour or part thereof

The attorney retaining an interpreter for Spanish, Navajo or Haitian Creole should determine if the interpreter is certified. If the interpreter is not certified, the attorney should only approve vouchers for the non-certified rate.

2. Travel expenses (mileage, parking, tolls, mass transportation) will not be paid if the interpreter's residence is less than 25 miles from the point of services (local interpreter).
3. Before retaining the services of an interpreter residing 25 miles or more from the point of service (non-local interpreter), counsel must complete the **Interpreter's CJA Travel Expense Form** to justify said travel expenses.
4. In lieu of completing the **Interpreter's CJA Travel Expense Form**, counsel can secure a waiver of travel expenses from the non-local interpreter.
5. Counsel is expected to make every attempt to retain the services of a local interpreter or secure a waiver of travel expenses from the non-local interpreter.
6. Counsel is asked to visit with more than one client, if possible, when scheduling the services of an interpreter. This is especially true when using the services of a non-local interpreter who may be claiming travel expenses.
7. If the interpreter is notified of the cancellation less than 24 hours before the assignment, not counting weekends or federal holidays, the interpreter may submit a voucher only if the interpreter could not secure another assignment and/or did not have any additional work available. The interpreter may submit a voucher for the fee that would have been charged had the assignment not been cancelled. The interpreter must attach written

documentation attesting to the loss of work. Counsel must provide a written explanation regarding the circumstances of the cancellation. The Chair of the Committee on Defender Services will be informed when counsel repeatedly cancels assignments.

8. The interpreter must complete the voucher, including the claimed amount and date of service(s), before counsel signs the voucher. Counsel's signature is certification that the voucher is correct and services were rendered. Counsel must include the date the voucher was signed.