

# Administrative Office of the Courts

Supreme Court of New Mexico

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## NEW MEXICO COURT INTERPRETER FEE GUIDELINES Effective Date: September 4, 2007

### I. PURPOSE OF GUIDELINES

These guidelines define payment responsibility for interpreter fees. The Administrative Office of the Courts (AOC) and the magistrate, metropolitan, and district courts shall follow these guidelines when retaining and using court interpreters. These guidelines supersede all policies and procedures previously in effect.

These guidelines do not limit access to the courts nor the accommodation options courts may use, particularly when complying with the requirements of the Americans with Disabilities Act (ADA). Courts should provide the most appropriate accommodation for each person. The Program Manager for Interpreter Services is available to assist courts.

### II. GENERAL GUIDELINES

#### A. Using Certified Interpreters

When an interpreter is needed, courts shall attempt to obtain a certified interpreter as required in the New Mexico statutes (38-10-1 NMSA 1978). Courts should refer to the list of certified interpreters provided by the AOC for spoken language interpreters and contact the Community Outreach Program for the Deaf (COPD) for signed language interpreters. A list of certified interpreters is available on the judiciary's website ([www.nmcourts.com](http://www.nmcourts.com)). The AOC is responsible for keeping the list current. It is the court's responsibility to verify that the interpreter is certified prior to the invoice being approved.

#### B. Using Non-Certified Interpreters

A court cannot hire a non-certified interpreter unless "the appointing authority has made diligent efforts to obtain a certified interpreter and has found none to be reasonably available in the judicial district" (38-10-3(B) NMSA 1978). If the court cannot find a certified interpreter, the court shall contact the AOC who will assist the court in locating an interpreter.

- C. The AOC will pay for court interpreters in the following situations:
1. For a **deaf or hard of hearing** litigant, juror, observer, or witness in **any type of court proceeding**. Title II of the ADA requires local and state courts to provide qualified signed language interpreters or other accommodation to ensure effective communication with deaf and hard of hearing individuals.
  2. For a **non-English speaking person** who is a principal party in interest or a witness in a **criminal case**.
  3. For a **non-English speaking person** who is a principal party in interest or witness in a **domestic violence case, domestic relations case referred by the Child Support Enforcement Division, and/or Children's Court cases**.
  4. For a **non-English speaking person** who is a principal party in interest in a **civil case** or that party's witness when the **court has found the party to be indigent**.
  5. For **any non-English speaking juror**. An interpreter shall be provided to petit and grand jurors. This includes jury orientation, voir dire, deliberations, and all portions of the trial.

### III. CERTIFIED AND NON-CERTIFIED INTERPRETERS DEFINED

#### A. Certified Interpreters

A certified spoken language interpreter is an individual who has received certification through the New Mexico Administrative Office of the Courts, the United States Federal Court, the National Consortium for State Court Interpreter Certification, or the National Center for Interpretation at the University of Arizona (Navajo only). A certified interpreter for a deaf or hard of hearing person is an individual who has successfully passed the Registry of Interpreters for the Deaf (RID) national certification evaluation. All above listed certifications must be in good standing with the issuing state or agency.

An individual who has passed all parts of the National Consortium for State Court Interpreter Certification's oral exam may be able to obtain reciprocal certification in New Mexico. An interpreter requesting reciprocal certification by New Mexico must provide sufficient information to allow confirmation of exam results in the other state. The Program Manager will review the test results and may grant provisional reciprocal certification until the Interpreter Advisory Committee reviews the request. If a person is denied reciprocal certification, the interpreter may appeal the denial to the Interpreter Advisory Committee. The decision of the committee will be final. Reciprocal certification will not be granted if the other certifying entity does not grant reciprocal certification of New Mexico certified interpreters.

#### B. Non-Certified Interpreters

A non-certified interpreter is a person without state or national certification who has been determined by the court to be capable of communicating effectively with the officers of the court and the person for whom the interpreting is being done. A non-certified interpreter may not be used unless the judge presiding over the case, chief clerk or court administrator, and the AOC has tried to obtain a certified interpreter and one was not reasonably available.

Non-certified interpreters must be actively seeking certification and must enroll in the next available examination process offered in New Mexico. Individuals who interpret no more than three times per year on an emergency fill-in basis only and who do not interpret for a trial are excluded from the requirement to pursue certification.

### IV. PAYMENT FOR SPOKEN LANGUAGE INTERPRETERS

#### A. Hourly Fees

As of September 4, 2007, certified interpreters will be paid \$46.00 per hour with the exception of travel time, which will be \$30.00 per hour, when it is applicable. Non-certified spoken language interpreters will receive an hourly rate of \$15.00 for interpreting and travel time.

All interpreters must have a Department of Finance & Administration (DFA) vendor identification number before receiving payment. Interpreters who provide a New Mexico gross receipts tax number will be paid gross receipts tax.

Interpreters will be paid the greater of the hourly rate or the guaranteed fee, as listed in Section IV C. The time spent interpreting will be rounded to the nearest quarter of an hour.

#### B. Travel Reimbursement

An interpreter traveling from the city in which the interpreter lives to another city for the interpreter's assignment shall be compensated for mileage and travel time. The interpreter must follow a travel route that is reasonable. Recognized Internet sites, such as Rand McNally and MapQuest are acceptable for establishing city to city mileage.

#### C. Guaranteed Fees

All interpreters will be guaranteed a two hour minimum. The two hours will include all interpreting done within that time frame. Interpreters will not be paid during lunch breaks unless the interpreter is interpreting for a non-English speaking juror who is sequestered for trial.

When a court retains an interpreter for voir dire for a non-English speaking juror, the minimum guarantee will be four hours. To receive this guarantee, the interpreter must be available to the court for four consecutive hours even if the voir dire does not last four hours. If the voir dire process for the non-English speaking juror concludes in less than four hours,

the interpreter must notify the court and remain available for other assignments during the four hours.

The following is an example of the guaranteed fee for certified interpreters. This example includes gross receipts tax and mileage for demonstrative purposes only. The NM Department of Taxation and Revenue can advise what the current gross receipts tax rate is for each specific geographic area. The current mileage reimbursement rate is set by DFA.

EXAMPLE:

An interpreter travels from El Paso to Las Cruces to cover Monday morning arraignments set from 8:00 a.m. to 12:00 noon. The docket moves quickly with quite a few no-shows and the interpreter is finished a few minutes before 10:00 a.m. The two-hour minimum guarantee kicks in and the calculations are done as follows:

Mileage: Rand McNally mileage from El Paso to Las Cruces is 46 miles. Round trip is 92 miles x .32 (cents per mile) for a total of \$29.44.

Travel Time: Travel time is calculated at a driving speed of 60 miles per hour (mph). The formula is always total miles divided by 60 mph to get the travel time. The travel time is then multiplied by \$30/hr to calculate the reimbursable amount. In this example: 92 miles divided by 60 mph equals 1.5333 hours of travel time. Then, multiply 1.5333 hours x \$30.00 per hour to get a total travel time reimbursement of \$45.9999. (SHORTCUT MATH: With this formula, the travel time always equals the mileage one-way. Example: 46 miles one-way equals 46 dollars total travel time reimbursement.)

The travel time for non-certified interpreters is multiplied by \$15 per hour (as listed in IV A) to calculate the total travel time reimbursement.

Guaranteed Fee: For any assignment 2 hours or less, the interpreter fee is calculated at \$46.00 per hour for a total of \$92.00. (The exception is voir dire with non-English speaking jurors which is 4 hours or less.) Anything beyond that is calculated in 15 minute increments, with each fifteen minutes equaling \$11.50.

So for this example, mileage is \$29.44, travel time is \$46.00, interpreter cost is \$92.00, for a total of \$167.44. Then, multiply the total (\$167.44) times the 5% gross receipts tax to get the tax of \$8.37. Therefore, the total invoice amount in this example would be \$175.81.

**D. Other Travel**

Payment of travel by common carrier, i.e., commercial bus, train or plane, may be reimbursed. Plane fare will be reimbursed with the prior approval of the AOC. Train fare cannot exceed the cost of coach airfare.

**E. Per Diem and Mileage**

Per diem and mileage shall be paid to court interpreters at the rate set by DFA's Regulations Governing the Per Diem and Mileage Act.

Unless beginning and ending odometer readings are provided, mileage is calculated by using an official road map or Internet miles (Rand McNally or Map Quest) city to city. Air mileage is calculated by using an official air map.

**F. Parking**

Parking expenses are allowable if incurred while an interpreter is attending court and the court does not provide parking for the interpreter. Original receipts must be submitted.

**V. PAYMENT FOR INTERPRETERS FOR DEAF AND HARD OF HEARING PERSONS**

An interpreter who has been appointed shall be reimbursed by the appointing authority at a fixed rate reflecting a current approved fee schedule as established by the New Mexico Commission for Deaf and Hard of Hearing Persons (NMCDHH) and the AOC.

**Fee Schedule**

The following is a table listing and description of the Registry of Interpreters for the Deaf (RID) certification levels, along with the allowable fee schedule.

Level of RID Certificate	Hourly Rate
SC:L (Specialist: Legal Certificate)	\$60.00
NIC Master	\$50.00
NIC Advanced, CI/CT, CSC, NAD 5, CDI or RSC	\$45.00
CI or CT, NIC Certified, NAD 4	\$40.00

Emergency requests and requests for signed language interpreting services with less than 24 hours notice will be charged the rate of \$60.00 per hour.

**Definitions of Certifications:**

SC:L        Specialist Certificate: Legal  
NIC        National Interpreter Certification  
CSC        Comprehensive Skills Certificate  
NAD\*      National Association of the Deaf  
CI\*\*      Certificate of Interpretation  
CT\*\*      Certificate of Transliteration  
CDI        Certified Deaf Interpreter  
RSC        Reverse Skills Certificate

\*NAD is a former certifying body; RID continues to recognize and maintain NAD Certifications.

\*\*CI and CT, when held concurrently by the interpreter, are equivalent to the former CSC awarded by RID.

Registry of Interpreters for the Deaf  
[www.rid.org](http://www.rid.org)  
703 838-0030  
33 Commerce St  
Alexandria, VA 22314

Community Outreach Program for the Deaf  
[www.copdnm.com](http://www.copdnm.com)  
505 255-7636  
505 255-8029 (fax)  
10601 Lomas Blvd NE  
Albuquerque, NM 87112

#### VI. PAYMENT RESPONSIBILITY WHEN SPOKEN LANGUAGE INTERPRETER NOT USED

The agency or private individual that requested the spoken language interpreter shall be responsible for notifying the interpreter and the court contact person of trial cancellations, continuances, resettings or settlements. If that agency or private individual fails to notify the interpreter 24 hours prior to the scheduled assignment, the agency or private individual shall be responsible for the fees. If the interpreter incurs travel time and mileage because of the failure of the agency or private individual to notify the court that the interpreter will not be needed, the agency or private individual will be responsible for these fees.

#### VII. PROCESSING INVOICES AND/OR VOUCHERS

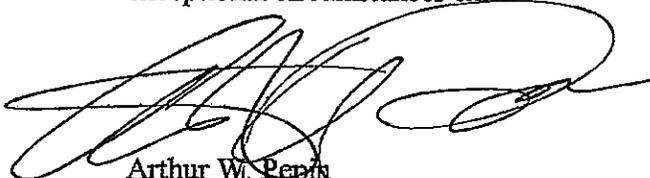
The invoice must be completed and signed by the interpreter and signed by a judge or authorized court staff person. The interpreter will submit the completed form to the court for processing. Certified interpreters for the deaf or hard of hearing must include a copy of their RID certificate with the invoice. An interpreter on contract must include their contract number on the invoice.

Before forwarding the invoice to the AOC, court personnel will review it for completeness, accuracy, and verification of interpreter certification. Incomplete forms will be returned to the court. District and metropolitan court staff will enter the voucher before sending it to the AOC. The court shall submit the original Certification of Interpretation form to the AOC. The AOC will enter vouchers for the magistrate courts. The court will send the original documents to the AOC and retain a copy for their records.

Payment vouchers processed by the AOC for magistrate courts will be sent directly to the interpreter. Payment vouchers for district and metropolitan courts will be sent to the court for distribution.

VIII. CONTRACTING

Courts are encouraged to contract for certified interpreter services or with the Community Outreach Program for the Deaf. Before awarding a contract, the court shall contact AOC for approval of the contract. The contract amount shall not exceed the payment guidelines unless exceptional circumstances exist.



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Effective:	September, 1988
Revised:	May, 1998
Revised:	February, 2004
Revised:	July, 2006
Revised:	August, 2007

**ADMINISTRATIVE OFFICE OF THE COURTS  
CERTIFICATION OF INTERPRETER SERVICES  
- INVOICE -**

Date Interpreter Appeared: \_\_\_\_\_

Payee/Interpreter's Name: \_\_\_\_\_

\*Mileage: \$ \_\_\_\_\_

Payee/Interpreter's Complete Mailing Address /City/State/Zip Code \_\_\_\_\_

Travel Time: \$ \_\_\_\_\_

DFA Vendor No.: \_\_\_\_\_

Interpreter Cost: \$ \_\_\_\_\_

Court Name (Please specify Metro/Magistrate/District Court) \_\_\_\_\_

Parking: \$ \_\_\_\_\_ (Attach original receipts)

City and County For Above Court \_\_\_\_\_

Per Diem: \$ \_\_\_\_\_

NM Gross Receipt Tax No. \_\_\_\_\_

Sub-Total: \$ \_\_\_\_\_

*\*\*All of the above are subject to NM GRT\*\**

Certified  Non-Certified

Gross Receipts Tax: \$ \_\_\_\_\_

Language Assigned to Interpret: \_\_\_\_\_  
(Attach copy of RID for Sign Language Interpreters)

Total Amount Due: \$ \_\_\_\_\_

Odometer Beginning \_\_\_\_\_ Odometer Ending \_\_\_\_\_

\*Total Miles \_\_\_\_\_  
(Round Trip)

Atlas Miles  Actual Miles

Start Time (am & pm)	End Time (am & pm)	Total Time	Type of Proceeding or Case Number
Total Hours for the Day:			

I further certify that the information contained in this statement, including attachments, is true and correct under penalty of perjury.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Interpreter's Signature  
FOR COURT USE ONLY

I certify that the person named above attended court as an interpreter in the designated case(s). I have examined this claim and find it to be due to the best of my knowledge under penalty of perjury.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge's or Designee's Signature