

SUPREME COURT OF WYOMING
OFFICE OF THE CHIEF JUSTICE

Language Interpreters Policy

This policy is created for the proper utilization and payment of foreign language interpreters provided and arranged for by the courts, and to offer guidelines for access to the courts by persons with limited English proficiency.

I. DEFINITIONS

- I. A. Independent Contract Language Interpreter** – A language interpreter who is an independent contractor pursuant to contract or who is an independent contractor as defined by IRS Revenue ruling 87-41.
- I. B. Temporary or Periodic Contract Employee Language Interpreter** – A language interpreter who is under temporary or periodic contract. Temporary contracts are used for those assignments where an interpreter is required for a special short-term project of limited duration (six months or less). Periodic contracts are used for those assignments where an interpreter is required for an unlimited duration but where employment is sporadic and occurs on an as-needed basis.
- I. C. Professionally Certified Interpreter** – A language interpreter who has achieved certification by a recognized interpreter certification program in the State of Wyoming or another jurisdiction and presence on a roster of interpreters, if any, maintained by that jurisdiction. Professionally Certified Interpreters are listed on the active professionally certified roster maintained by the Wyoming Supreme Court and posted on the Judicial website.
- I. D. Registered Interpreter** – A language interpreter who has not achieved certification but has met minimum professional competency standards, as may be established by the Wyoming Supreme Court, to be considered for court interpreting assignments when a professionally certified interpreter is not available. Registered interpreters are listed on the active registered interpreter roster maintained by the Wyoming Supreme Court and posted on the Wyoming Judicial website.
- I. E. Qualified Interpreter** – A language interpreter who has not achieved certification or registration requirements, as may be established by the Wyoming Supreme Court, but has been found qualified by the local court.

Qualified interpreters are not listed on the roster of interpreters maintained by the Wyoming Supreme Court and posted on the Wyoming Judicial website.

II. APPOINTMENT OF LANGUAGE INTERPRETERS

II. A. The court shall provide and pay for interpretation in court proceedings relating to the following case types:

1. Felony and Misdemeanors.
2. Juvenile Delinquency and CHINS.
3. Protection Orders involving domestic abuse.
4. Abuse and Neglect.
5. Paternity and Support when covered under Title IV-D of the Social Security Act.
6. Relinquishment and Termination of Parental Rights
7. Mental Health.

II. B. The court may appoint and pay for an interpreter for any party to a court case where a determination of indigency has been made in accordance with fiscal standards as may be established from time to time by the Wyoming Supreme Court or Rule 44(d) and (e) of the Wyoming Rules of Criminal Procedure.

II. C. For those cases listed in paragraphs II.A. and II.B., the court may pay for language interpretation services in the following circumstances:

1. During court proceedings when a defendant, one of the parties, a victim, a witness, or the parent and/or legal guardian or a minor charged as a juvenile is a non-English speaker, as may be determined by the Court.
2. To facilitate communication outside of the judge's presence in order to allow a court proceeding to continue as scheduled, including pretrial conferences between defendants and district/county attorneys in order to relay a plea offer immediately prior to a court appearance.
3. During contempt proceedings when loss of liberty is a possible consequence.
4. During mental health evaluations performed for the purpose of aiding the court in making a determination concerning competency or sanity.

II. D. The court shall not arrange, provide or pay for language interpretation to facilitate communication with attorneys, prosecutors, or other parties related to a case involving individuals with limited English proficiency for the purpose of gathering background information, investigation, trial preparation, client representation at a future proceeding, or any other purpose that falls outside of the immediate court proceedings, except as delineated in Section II.C. Prosecutors and clients' attorneys are expected to provide and pay for language interpretation that they deem necessary for case preparation and general communication with parties outside of court proceedings.

II. E. For cases other than those listed in paragraphs II.A. through II.C. above, the parties may provide and arrange for their own interpretation services. Minors, family members, parties to the case or parties who may have a conflict of interest shall not be used as language interpreters. Failure by the parties to provide and arrange for language interpretation services in these cases shall not require a continuance of the case.

III. QUALIFICATIONS OF LANGUAGE INTERPRETERS

III. A. All language interpreters provided by the courts shall sign an oath to abide by the Code of Professional Responsibility for Interpreters. See Rule 604, Wyoming Rules of Evidence and Board of Judicial Policy and Administration [Interim Policy Statement Concerning Appointment and Compensation of Language Interpreters in the Circuit Courts](#), October 17, 2002.

III. B. The following guidelines apply to the use of professionally certified interpreters in felony cases:

1. Courts located in areas where five or more professionally certified interpreters in one language reside in Wyoming within a 25 mile radius of the courthouse shall use professionally certified language interpreter in all felony district court case proceedings, and preliminary felony proceedings in the circuit court, requiring interpretation in that language.
2. Courts located in areas where fewer than five professionally certified interpreters in one language reside in Wyoming within a 25 mile radius of the courthouse shall at a minimum provide professionally certified interpreters during trials in felony cases, when professionally certified interpreters in that language reside in Wyoming.

3. When extraordinary circumstances exist the court may waive the requirements of this subsection but the court must explain the reasons for the waiver on the record in the proceeding. Extraordinary circumstances exist when the court requires an interpreter of a language for which there is no interpreter that meets the requirements under the subsection reasonably available given the time constraints for conducting the hearing and the seriousness of the matter before the court.

III. C. To ensure that proceedings are interpreted as accurately as possible, courts are strongly encouraged to use professionally certified language interpreters during all court proceedings requiring a language interpreter whenever possible.

III. D. When a professionally certified interpreter is not reasonably available, interpreters listed on the roster of active registered interpreters maintained by the Wyoming Supreme Court shall be given preference.

III. E. When an interpreter is not listed on an active interpreter roster maintained by the Wyoming Supreme Court, the court shall, prior to initiating a proceeding, conduct a *voir dire* inquiry of the language interpreter to determine the interpreter's credentials.

IV. ASSIGNMENT OF MORE THAN ONE LANGUAGE INTERPRETER

IV. A. The court shall arrange, provide and pay for two interpreters to be continuously present during hearings in which multiple languages are involved.

IV. B. The following guidelines and limitations apply to the utilization of more than one interpreter:

1. The use of simultaneous equipment is highly encouraged to allow victims to be present at interpreted proceedings with the need for an additional interpreter.
2. Interpreters are bound by an oath of confidentiality and impartiality, and serve as officers of the court; therefore, the use of one interpreter by more than one defendant in a case is permitted.

3. Similarly, the court is not obligated to appoint a different language interpreter when an interpreter has previously interpreted during a court proceeding for another party in a case.
4. Any party may provide and arrange for interpretation services to facilitate attorney-client communication if interpretation services exceeding those provided by the court are desired.

V. REMOVAL OF INTERPRETER

The court may remove an interpreter if the interpreter (1) is unable to adequately interpret the proceedings; (2) knowingly makes a false interpretation; (3) knowingly discloses confidential or privileged information obtained while serving as an interpreter; (4) knowingly fails to disclose a conflict of interest; (5) fails to appear as scheduled without good cause; (6) or as the court determines appropriate in the interest of justice. In the event of such removal the Wyoming Supreme Court shall be notified and the interpreter may be removed from the rosters of registered interpreters.

VI. TELEPHONIC AND VIDEOCONFERENCE INTERPRETATION

Videoconference or Telephonic interpretation may be utilized to facilitate access to the courts by persons with limited English proficiency as may be determined by the Court. In the case of legal proceedings requiring Spanish interpreter services, remote interpreting may be utilized and interpreters holding a court certification credential should be requested if reasonably available.

VII. RECORDING OF PROCEEDING

The Court may order that the testimony of the person for whom interpretation services are provided and the interpretation be recorded for use in verifying the official transcript of the proceeding. If an interpretation error is believed to have occurred based on a review of the recording, a party may file a motion requesting that the court direct that the official transcript be amended and the court may grant further relief as it deems appropriate.

VIII. ACCESS TO SERVICES

Based on current policy, court interpreting services are only provided in the cases detailed under paragraphs II.A. through II.C. Current policy reflects the Court's commitment to consistency and fairness in the provision of interpreting services for LEP persons statewide, the Court's recognition of the serious nature and possible consequences of court proceedings for individuals who come in contact

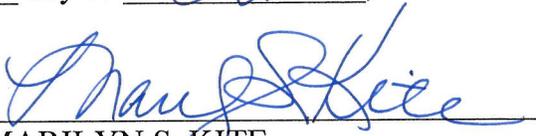
with the courts, and the need to allocate limited financial resources most effectively.

VIII. A. To facilitate the use of the most qualified language interpreter available, the Wyoming Supreme Court or its designated agent(s) shall administer the training and testing of language interpreters and post rosters on the judicial website of active status interpreters who are professionally certified, professionally qualified and/or conditionally approved as defined in this Policy.

IX. Appendix A

Policies regarding payment of interpreters are contained in Appendix A of this policy. Appendix A may be amended from time to time as necessary. Amendments to Appendix A may be made without requiring the reissuance of this policy.

DONE at Cheyenne, Wyoming this 25th day of Oct., 2011.


MARILYN S. KITE
Chief Justice

APPENDIX A

A. III. PAYMENT OF INTERPRETERS AND OTHER LEP RELATED SERVICES

A.III.A. Compensation Rate for Spanish Interpreters. The *maximum* compensation rate for a Spanish language court interpreter working as an independent contractor or temporary/periodic contract employee shall be:

- (1) Professionally Certified: \$55
- (2) Registered: \$40
- (3) Qualified: \$25

. In extraordinary circumstances the Court may appoint a professionally certified independent contract Spanish language interpreter at an hourly rate in excess of those established in this policy.

A.III.B. Compensation Rate for Interpreters working in languages other than Spanish. The maximum compensation for an interpreter working as an independent contractor in a language other than Spanish shall depend on the interpreter's certification status and language availability in the judicial district. Every effort shall be made to coordinate the rate of pay for interpreters working in languages other than Spanish in the various judicial districts.

A.III.C. Payment for Travel Time. At the discretion of the judge, an interpreter may be paid the State of Wyoming's allowable mileage reimbursement rates and or half the hourly interpreter rate for travel time. In extraordinary circumstances, the interpreter may be paid the full hourly interpreter rate when round trip travel exceeds 150 miles.

A.III.D. Overnight Travel. In the case of trials or hearings exceeding one day duration, language interpreters may be compensated for food and lodging at the standard rate established by the Wyoming Supreme Court when round trip travel of 120 miles or greater is required to secure a professionally certified Spanish language interpreter, or the best qualified interpreter in the case of languages other than Spanish. To receive reimbursement for food or lodging expenses, the language interpreter must receive authorization from the court for the expenses in advance of the actual expenditure. Reimbursement of allowed food and lodging expenses through the Court will be made only if itemized

receipts are provided and expenses are within the allowable ranges as defined by the State of Wyoming fiscal procedures.

A.III.E. Cancellation Policy. Contract interpreters whose assignment is cancelled within seventy-two (72) hours of the assignment start time shall be paid for the schedule time up to a maximum of sixteen (16) hours at the discretion of the judge presiding in the cancelled matter. If the assignment is cancelled with more than seventy-two (72) hour notice, the scheduling District is under no obligation to pay the cancellation fee.

APPENDIX B

Interpreter's Code of Ethics

Canon 1: Accuracy and Completeness

Interpreters shall render a complete and accurate interpretation or sight translation, without altering, omitting, or adding anything to what is stated or written, and without explanation.

Canon 2: Representation of Qualifications

Interpreters shall accurately and completely represent their certifications, training, and pertinent experience.

Canon 3: Impartiality and Avoidance of Conflict of Interest

Interpreters shall be impartial, unbiased and shall refrain from conduct that may give an appearance of bias. Interpreters shall disclose any real or perceived conflict of interest.

Canon 4: Professional Demeanor

Interpreters shall conduct themselves in a manner consistent with the dignity of the court and shall be as unobtrusive as possible.

Canon 5: Confidentiality

Interpreters shall keep confidential all matters interpreted and all conversations overheard between counsel and client. Interpreters should not discuss a case pending before the court.

Canon 6: Restriction of Public Comment

Interpreters shall not publicly discuss, report, or offer an opinion concerning a matter in which they are or have been engaged, even when that information is not privileged or required by law to be confidential.

Canon 7: Scope of Practice

Interpreters shall limit themselves to interpreting and translating, and shall not give legal advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting or translating while serving as an interpreter.

Canon 8: Assessing and Reporting Impediments to Performance

Interpreters shall assess at all times their ability to deliver their services. When interpreters have any reservation about their ability to satisfy an assignment competently, they shall immediately convey that reservation to the appropriate judicial authority.

Canon 9: Duty to Report Ethical Violations

Interpreters shall report to the proper authority any effort to impede their compliance with any law, any provision of this code, or any other official policy governing court interpreting and legal translating.

Canon 10: Professional Development

Interpreters shall continually improve their skills and knowledge, and advance the profession through activities such as professional training and education, and interaction with colleagues and specialists in related fields.