



U.S. Department of Justice

Executive Office for Immigration Review

Office of the Chief Immigration Judge

Chief Immigration Judge

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MEMORANDUM

TO: All Immigration Court Personnel

FROM: The Office of the Chief Immigration Judge

SUBJECT: Operating Policies and Procedures Memorandum No. 04-08: Contract Interpreter Services

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I. Introduction

This Operating Policies and Procedures Memorandum (OPPM) establishes policy concerning the use of contract interpreter services under contract DJJ04C0863, Language Interpretation Services, Blanket Purchase Agreement 00-F-0314, Unscheduled Telephonic Services, and any future language services contracts. This OPPM supercedes the June 5, 2003 Memorandum titled “Contract Interpreter Services.” Contract interpreters are ordered for a specific time and language, and not for a specific case or hearing session. This means that contract interpreter orders are considered requests for language services that are separate and apart from cases or hearings, and should always be treated as such.

In light of the extreme budgetary constraints facing the Immigration Court, the following contract interpreter usage and cost saving policies are being implemented until further notice. These policies, as well as enhanced appreciation by the court of the crucial impact the cost of contract interpreter services has on the budget, are important steps in meeting fiscal challenges. By better utilizing and monitoring contract and staff interpreter services, cost savings will be achieved, while ensuring that we can continue to conduct hearings in a fair and efficient manner.

II. Modifications to the June 5, 2003 Memo reflecting the new BGS contract requirements

A. Use of on-demand, over-the-phone contract interpreter services.

Bowne Global Solutions’ (BGS) Unscheduled Telephonic Interpreter (UTI) service and Language Services Associates’ InterpreTalk are the only on-demand, over the phone contract interpreter services that the courts can utilize. As a result of a significant price reduction in the per minute rate for BGS’s UTI service, effective immediately, BGS’s UTI replaces InterpreTalk as the primary over-the-phone, per-minute interpreter service. All contract interpreter needs for Master Calendar hearings must be met by utilizing unscheduled, on-demand telephonic contract interpreter services. This means that when the court has a need for an unscheduled telephonic interpreter, the BGS’s UTI service must be used first. Only when the BGS’s UTI service is unable to meet an interpreter request is InterpreTalk service to be used. Please note that the per-minute rate for the BGS’ UTI service is \$1.19 per minute, while the rate for InterpreTalk service is \$1.47.

B. Use of on-demand, over-the-phone contract interpreter services for all Master Calendar hearings.

Effective immediately, in-person interpreters must **not** be ordered for any Master Calendar hearing be it initial or reset. A waiver may be requested if there are five or more cases requiring the same language scheduled together or a case has special circumstances (such as involving a minor or the need for a sign language interpreter). Otherwise, all contract interpreter needs for Master Calendar hearings must be met by utilizing unscheduled, on-demand telephonic contract interpreter services. It is more economical to use over the phone contract interpreters than in-person interpreters given the fact that under the new BGS contract the minimum payment for in-person contract interpreters is two hours. Waivers from this policy, including a detailed justification statement, must be submitted to the Language Services Unit (LSU).

C. Grouping cases by language for both Master and Individual Calendars.

Courts are to group cases by language, to the fullest extent possible, when scheduling Master and Individual Calendars. When properly utilized, the ANSIR calendaring functions facilitate the blocking and scheduling by language, for both Master Calendar Resets and Individual Calendars. This requires that the court not override the ANSIR system when certain dates or times are not available, and that the court take the extra step of reviewing the language requirements of existing dockets. Courts should be mindful not to interject a case with a different language requirement into a docket that is otherwise grouped by language (i.e., placing a single Spanish language case on a Master Calendar Reset session that does not have any other Spanish language cases). Grouping cases by languages may also allow the courts to order in-person contract interpreters instead of utilizing on-demand telephonic contract interpreter services, as discussed above in Section II. B.

D. Timely ordering of contract interpreters.

Under the new contract, the court pays a 10% premium for orders with two or fewer business days notice. Due to the budgetary situation, courts must ensure that orders are placed early enough to avoid this premium. In addition, judges need to be mindful that last-minute schedule changes may cause the interpreter order to result in the 10% premium. Effective immediately, for non-detained cases, contract interpreter orders shall not be placed with two or fewer business days notice. Waivers of this prohibition, on a case-by-case basis (e.g., when an individual hearing, particularly a hearing at a detail site, exceeds the time allotted, and can be finished the following day) must be submitted to the LSU.

E. Contract interpreter ordering for Individual Calendar hearings.

Double and triple booking cases during the Individual Calendar time to maximize the courts' dockets frequently has the adverse impact of requiring two or three different language interpreters for the same Individual Calendar hearing session, often with one or more of the contract interpreters

not being utilized, yet getting paid to wait. This also occurs when Individual Calendar hearings are scheduled during the same time slot with Master Calendar hearings (be it an Individual Calendar session or a Master Calendar session). Only one in-person contract interpreter can be ordered per session when the session contains one or more Individual Calendar hearings, regardless of the court's decision to double or triple-book cases. Courts can, however, take into consideration the following scenarios which might help in maintaining the court's flexibility in double or triple-booking cases:

1. Double or triple-book cases of the same language, thereby requiring only one contract interpreter;
2. Double or triple-book with one foreign language and the other cases(s) having English as the language requirement;
3. Double or triple-book with one foreign language and the other case(s) having Spanish as the language requirement with the understanding that an in-house interpreter will be assigned to the hearing, provided that the contract interpreter is not paid to wait while the in-house interpreter interprets.

F. Contract Interpreter Usage for Off-site hearing locations.

Many removal proceedings are conducted via televideo with off-site hearing locations. In the past many courts have had a preference to have the interpreters physically appear at the off-site location where the respondent appears. The judges feel that doing so facilitates matters as hearings tend to flow more smoothly when the interpreter is physically located with the respondent. Notwithstanding, the budget constraints we are currently facing require additional considerations. The new contract states that the government is responsible for air travel only for uncommon languages. BGS will do its best to fill all orders for the off-site hearing locations, however, there will be times where BGS will not have the resources available locally and will have to travel the interpreter, resulting in greater costs for the Government. Also, if the court requires the interpreters to appear in the off-site location, due to the possible shortage of interpreter resources in those areas, there will most likely be a higher rate of no-shows, and thus higher case continuance and lower case completion rates. Effective immediately, for uncommon languages, contract interpreters will report to the off-site televideo hearing location only if travel is not required. Otherwise, the contract interpreters will report to the hearing site where the judge is physically located.

G. Utilization of staff interpreters instead of ordering contract interpreters.

All staff interpreters are to be utilized for in-court interpreting to the fullest extent possible. The ordering of contract interpreters in order to pull staff interpreters out of court to perform other functions is no longer permitted. The staff interpreter's number one priority must be to interpret, covering as many of the interpreter needs on a daily basis as possible. All orders for Spanish contract interpreters for those courts with a one-to-one ratio (or higher) of Spanish staff interpreters to judges must be approved on a case-by-case basis by the LSU. Those courts having less than a one-to-one ratio of Spanish staff interpreters to judges must also ensure that staff interpreters devote the vast majority of their time to interpreting.

III. Waivers required for exceptions to any of the above policies

Requests for waivers from any of the above policies must be e-mailed directly to the interpreter orders mailbox (Interpreters, Order) with a “cc.” to the LSU Deputy Chief and the LSU Program Analysts. The request must include all case information for the hearings in question. Most importantly, it must incorporate a detailed justification as to why the waiver is being requested. Court staff should be mindful to submit waiver requests as far in advance as possible.

Courts with a one-to-one ratio (or higher) of judges to Spanish staff interpreters needing to order contract Spanish interpreters as a result of anticipated annual leave must do so far enough in advance to avoid the premium rate added to orders placed with 2 or fewer business days notice. It should be noted that submission of a waiver request does not guarantee its approval.

Examples of waiver requests normally resulting in approval include the following circumstances:

- Requests to order an interpreter with 2 or fewer business days notice for “aged” cases that must be completed by a certain date.
- Requests to order an interpreter with 2 or fewer business days notice to keep an expedited asylum case under 180 days.
- Requests to order a Spanish interpreter from courts with a one to one ratio (or higher) of Spanish staff interpreters to judges when a staff interpreter must take leave.
- Double booking of contract interpreters for individual calendar time when a second language is needed for a rider respondent or a witness.

Examples of waiver requests usually resulting in denial include the following circumstances:

- Requests to order a Spanish interpreter in courts with a one to one ratio (or higher) of Spanish staff interpreters to judges in order to allow a staff interpreter to engage in an administrative activity.
- Any request that, if granted, would result in an additional violation of OCIJ policy regarding contract interpreter services. Example: Request to order an interpreter with 2 or fewer business days notice for an individual calendar hearing that, if granted, would result in double booking of interpreters.

The following examples of waiver requests are disfavored and should occur infrequently:

- Requests to order an interpreter with 2 or fewer business days notice when a case has been overlooked and a timely order has not been previously placed
- Requests to order an interpreter with 2 or fewer business days notice when a previously placed (timely) order has been cancelled by mistake

Courts previously granted a blanket waiver (mainly certain courts having a one-to-one ratio of judges to Spanish staff interpreters) are reminded that they must still send an email notification to the Interpreter Orders mailbox each and every time they are placing an order via the Electronic Contract Interpreter Ordering System (ECIOS) covered by the blanket waiver.

To assist the courts in complying with the above mentioned policies, the LSU will continue to give courts advance notice of certain instances of non-compliance, mainly multiple bookings. At the end of every week, the LSU will monitor orders placed for the following week. Courts will then be given advance notice of some of the instances of non-compliance with policy, which should allow time to resolve these issues before financial consequences are realized. Notices will be sent every Friday for the following week's orders.

IV. Use of on-site Interpreter Services

A. Arrival Procedures and Administrative Requirements.

The previous modified contract required that all interpreters arrive at the window to have their Certification of Interpretation (COI) form date stamped 15 minutes prior to the scheduled hearing start time. The new contract provides only that interpreters be present in the courtroom and prepared to interpret by the scheduled hearing start time. Contract interpreters are still required to have their COI date-stamped by the Government as verification of arrival time and sign the sign in/out log. For those not present and ready on time, a deduction from BGS' payment will be made in the amount of one-half the hourly rate for the first hour.

Interpreters must be in place and ready to begin precisely at the time specified in the order. If a case is not adjourned for lunch, the interpreter must remain until released and will be paid for all time worked, not to exceed the applicable day rate. If the case is adjourned until later in the day, they **may be given time for lunch not to exceed two hours**, and will be paid for any additional time beyond the two hour lunch break. Lunch breaks will not be paid for by the Government and are not guaranteed to be available.

Court staff must continue to mark the COI form as appropriate whenever an interpreter is late. In addition, court staff must immediately notify LSU staff of late interpreters and when interpreters fail to appear for an existing order so that the proper monetary adjustments can be made.

Interpreters are required by the contract to have a contractor-issued photo identification and their COI form at all hearings in which they interpret.

Some hearing locations require personal information (for example, Social Security Number, date of birth, driver's license, etc.) ten (10) working days in advance of the hearing in order to ensure that the interpreter will be given access to the facility. Primarily, this information is required for locations where detainee-only hearings and/or Institutional Hearing Program (IHP) hearings are conducted. BGS must provide this information to the LSU within two working days after receipt

of the order. Failure to provide the information within two working days will result in the assessment of payment deductions. A failure on the part of BGS to gain access to the hearing will result in no-show liquidated damages.

If personal information is required of the contract interpreter and the order is placed within two working days of the hearing, the contractor must provide this information by close of business the next working day or two hours prior to the hearing, whichever is earlier. Failure to provide the information within these time frames will result in the assessment of payment deductions. A failure on the part of BGS to gain access to the hearing will result in no-show liquidated damages.

B. COI form procedures.

Every contract interpreter must present a three-part COI form to the presiding judge. The COI form is different than that of previous years. The section of the COI that must be completed by the judge is different in that if an interpreter is shared with two or more judges, each judge will now be able to indicate the start and end time to annotate their use of the same interpreter.

When completing the bottom portion of the COI, it is very important for judges to use the actual interpretation start time. Although the actual start time reflected by the judge will not necessarily coincide with the order scheduled start time, it is very useful to LSU staff when reviewing COI forms to track the actual contract interpreter usage, especially in cases of multiple interpreter bookings. It is also very important to enter the “End” time the interpreter finishes interpreting. This time is considered the end time of the order for payment purposes. Additionally, it is equally important that any time taken for lunch or breaks be clearly annotated on the bottom portion of the COI.

When an interpreter arrives late, they are paid from the time they arrive up to the time their services are no longer required, regardless of whether the judge commenced the hearing at the scheduled time or waited for the interpreter to arrive. Whenever an interpreter arrives late for a hearing, it must be noted on the COI by the judge so that the proper adjustments can be made to the invoice. If a hearing is canceled due to late arrival of the contract interpreter, the court must immediately notify the LSU and the judge must make the appropriate entry on the COI. Whenever the box marked “Interpreter Appeared, But Not Used” is checked on a COI, the “Comments” section must indicate the reason why the interpreter was not used.

Ensuring that all this information is accurately reflected on the COI is essential because the COI is the primary documentation used to invoice the contractor for services rendered. Inaccurate or omitted information on the COI can drastically affect the final invoice.

C. Reassignment of Interpreters.

While contract interpreters are ordered for a specific time and language, they usually do include information regarding a specific hearing or a specific case number. As a result, the court is

authorized to reassign contract interpreters to other judges and other hearings, and this does not constitute a new order. In addition, after a contract interpreter's services are no longer required for one hearing they may be asked to interpret in another. Again, this does not constitute a new order.

The COI form must reflect the additional cases by inclusion of the case "A" numbers in the "Assignment" section, and must be signed by each judge for whom the contract interpreter interpreted, with each judge noting the "End Time" corresponding to their usage. It should be noted that a contract interpreter is not released from duty until their services are no longer needed, as determined by the judge, court administrator, or other court designee. It is extremely important that the official release time (usually indicated as the "End Time") be clearly indicated on the COI form.

V. Special Circumstances Regarding Contract Interpreter Utilization

A. Handling situations where two interpreters appear for the same hearing.

Situations where two interpreters appear for the same hearing will often occur if BGS assigns one interpreter for a hearing and then subsequently assigns a different interpreter for the same hearing but, for various reasons, does not notify the originally assigned interpreter of the change. If faced with this situation the court must contact the LSU so that a determination can be made as to which interpreter is actually assigned to the case. Once that determination has been made, the interpreter who is NOT assigned to the case must be referred to their BGS coordinator for further instructions. **Under no circumstances should the "Interpreter Appeared But Not Used" block be checked and the COI signed for the interpreter who is not actually assigned to the case.** Using this block, and signing the COI can result in invoicing discrepancies. In the event an interpreter insists that their COI be signed please contact the LSU immediately so that the situation can be resolved.

B. Need to remain cognizant of contract interpreter payment computation method when completing the COI form.

Under the new contract, payment for the services of BGS on-site interpreters is calculated commencing with the scheduled order start time or the interpreter's recorded arrival time, whichever is later. The end time is determined by the end time as noted by the judge or other court staff on the COI form. If an interpreter is assigned to separate morning and afternoon cases, the time between the conclusion of the morning hearing and the arrival time of the afternoon hearing must not be included for computation purposes. Likewise, any lunch breaks must be clearly marked and must not be included as time worked.

Under the new contract, BGS is guaranteed a minimum two hours payment for interpreters appearing on-site. The Government is obligated to pay the initial two hour payment even if the interpreter services are not required for a full two hours. Also, should an interpreter appear for an order that was not canceled by the court by 5:00 pm EST the calendar day prior to the hearing, BGS is guaranteed payment of 2 times the hourly rate for the language ordered. Payment for services beyond the first 2 hours is computed on an hourly basis. Therefore, any fraction of an hour beyond

the first two hours that a contract interpreter is “on the clock” will result in payment of an additional full hour. For example, if an interpreter assigned to an 8:00 am order has their COI form date stamped by 7:55 am and arrives prepared to interpret in the courtroom by 8:00 am and the hearing finishes by 10:00 am, the Government is obligated to pay 2 hours to BGS if the judge duly notates this time - 10:00 am - on the COI form. However, should the judge or other court staff neglect to sign off on the COI form until 10:01 am or later, the Government becomes responsible for a 3 hour payment to BGS.

C. Using one COI form for multiple cases performed by the same interpreter during morning or afternoon session.

The COI form has been revised to make it easier to annotate several interpreter assignments on one form. As such, one COI form must be used to record multiple cases performed by the same BGS interpreter during a morning or afternoon session. This must be adhered to regardless of the number of cases or judges. For example, an Uzbek contract interpreter appears for a 9:00 am hearing with Judge Jones for which an order has been previously placed and finishes earlier than expected. Prior to the interpreter’s departure from court, staff discover that they have forgotten to order a Russian interpreter for a 10:30 am case before Judge Smith. To their relief, the Uzbek interpreter reveals that he also is qualified to interpret for Russian. Using the same COI form utilized for Judge Jones’ Uzbek case, the interpreter completes Judge Smith’s Russian hearing. In the above or similar scenarios, court staff must ensure that the interpreter notes all alien numbers on the COI form, and that the judges note the start and end times of the periods during which they used the interpreter.

D. Need for court to accurately document breaks on COI form.

The old contract with BGS had provisions for a one hour, non-paid, lunch break for contract interpreters who began an assignment in the morning and were needed for the afternoon. In the new contract, however, contract interpreters may be provided up to a two hour lunch break for which EOIR is not obligated to pay. It is extremely important that the court clearly document the exact start and end time of the break on the COI. This is the only way we can accurately reflect the non-paid break during the invoicing process.

E. Need for court to determine if they will wait for a late interpreter

Although the vast majority of contract interpreters appear in court on time and ready to interpret, there are instances where they are either late or missing. Once the court advises the LSU of a late or missing interpreter, BGS is immediately contacted to ascertain the interpreter’s whereabouts. Based upon the information that the LSU receives from BGS and passes along to the court, the judge or another court staff member must make a determination as to whether the court will wait for the interpreter or immediately declare a “no-show.” In many instances the court expresses a willingness to wait. Once the court has done so, LSU staff instruct BGS to send the interpreter (either the originally scheduled individual or someone else). Once the court has indicated that they are willing to wait for an interpreter they should not call back later to communicate that

they have changed their mind and wish to declare a “no-show.” By this time, the LSU has already advised BGS that the interpreter must be sent and the individual is en route and we are obligated to pay BGS. Although all concerned parties strive to be respectful of the value of the court’s time and the disruptions to the court’s schedule that a late interpreter may cause, once the court has communicated their decision to wait for an interpreter, every effort must be made to continue to do so.

F. Cases involving indigenous languages where a relay interpreter may be needed.

When a case involves a respondent who speaks an indigenous language such as Konjobal or Quechua, a relay interpreter is often needed to interpret from Spanish to English because some indigenous language interpreters can only interpret into Spanish. Often it is not known if the indigenous language interpreter BGS is assigning to the case can interpret into English or only into Spanish until very close to the hearing date. In such cases where the indigenous language interpreter provided by BGS can only interpret into Spanish, the court’s Spanish staff interpreter often serves as the relay interpreter. If the court staff interpreter cannot serve as the relay due to being assigned to another case, another contract interpreter order must be made to cover the need for a relay interpreter. If the case is going to require a relay interpreter, the court can then make the decision as to whether the Spanish staff interpreter (if one is available) can serve as the relay, or if a second contract interpreter order needs to be placed for Spanish. In those courts where there is no Spanish staff interpreter, once notified by BGS that the case will require a relay interpreter, the court can place an ECIOS order for a Spanish contract interpreter. If a second contract interpreter order is to be placed to cover the need for a relay interpreter for individual calendar time, please contact the LSU immediately to make us aware of the situation because the second order WILL result in a multiple booking of contract interpreters. Submitting a waiver request will ensure the court abides by OCIJ policy regarding contract interpreter services.

G. Accommodating interpreter needs of family members and witnesses who speak a language different from that of the lead respondent.

At times interpreter needs of family members and witnesses may differ from those of the lead respondent. For example, although one respondent may feel most comfortable utilizing a French interpreter, the other respondent/family members may be more at ease speaking Haitian Creole. Non-family individuals acting as witnesses in a case may also require a different language interpreter than that of the respondent. If the court is confronted with one of the above scenarios an exception may be made to the OCIJ policy not to order more than one contract interpreter per individual hearing slot, but only under certain circumstances. An additional in-person order may be placed for any riding family member who requires an interpreter for a language different from that of the lead respondent. Likewise, if the court determines, with input from the judge, that a non-riding witness requiring another language will be actually testifying at least one hour, then an in-person contract interpreter order may be placed. If, however, it is anticipated that the testimony of the witness will be less than an hour in duration, the court must utilize BGS’ UTI. When more than one in-person contract interpreter is required, the orders must be placed by court personnel via ECIOS -- the orders

for the respondent and riding family members (assuming their required language is correctly indicated in ANSIR) under General Orders, and the order for the witness as a Special Order. Although the requirement to order no more than one contract interpreter per individual calendar slot will more than likely be waived, a formal waiver request must still be submitted to the LSU for approval and proper tracking (Waiver requests must be emailed to the Interpreter Orders mailbox with a cc: to the LSU Deputy Chief and the LSU Program Analysts).

H. Situations where BGS sends one contract interpreter for two different hearings on the same day with hearing start times that are close together.

BGS will sometimes fill two contract interpreter orders for the same day, for different judges by sending a single contract interpreter for the two orders. This practice is aggressively discouraged by the LSU. Often when BGS assigns one interpreter to fill two orders for different judges a conflict will arise as to the availability of the interpreter for the later case. The problem lies in the fact that if the two hearing start times are close together the interpreter may not be finished interpreting for the first case before the other starts. In those situations where BGS sends one contract interpreter for two hearings whose start times are close together, court staff must consult with the judges of each case to discuss the impact of BGS' decision. If the first hearing will be concluded in time for the interpreter to interpret in the second hearing then no further action is needed. However, if it appears that the interpreter will not be finished interpreting in the first hearing before the second hearing's start time, please contact the LSU immediately. LSU staff will in turn contact BGS to notify them of the situation in an effort to locate an interpreter for the later case. If a second interpreter cannot be found, then a no-show will be assessed, unless the interpreter on site is subsequently able to cover the second assignment, be it in an untimely manner, in which case a late arrival deduction will be made for the second order.

VI. Scheduled Telephonic Interpreter Services

BGS will provide scheduled telephonic interpretation services when requested by the government. [Note: The term "scheduled" refers not to the hearing, but to the contract interpreter order.] BGS no longer has the choice of asking the court if it is willing to accept a telephonic interpreter in lieu of an on-site interpreter, although they may advise that the option for telephonic exists. The actual request for a telephonic interpreter must be made by the LSU or judge.

Occasionally the court will notify the LSU in advance that they will use a telephonic contract interpreter if an on-site contract interpreter is not available. Telephonic interpreters must be prepared to begin at the scheduled order start time. If after one hour from the scheduled order start time the court has not contacted the telephonic interpreter, the interpreter is released and BGS will be paid for one hour. As with on-site contract interpreter orders, all orders for scheduled telephonic contract interpreters must be made via ECIOS.

VII. Cancellations

The court must submit all cancellations via ECIOS. The Government may cancel orders **by 5 pm eastern standard time the calendar day prior to a hearing** without penalty. Failure to give this much notice results in charges to EOIR in the amount of twice the hourly rate for the language in question.

Should a contract interpreter appear at the court after it has been determined by either the judge or the court administrator that the services of the contract interpreter will no longer be needed, and the proper cancellation notification for that specific order has not been made, the interpreter must be reassigned if possible (a new COI is not required), or the interpreter must be dismissed immediately (mark the “Interpreter Appeared, But Not Used” box on the COI and include comments as to why they were not used). If an interpreter is assigned for a morning and an afternoon case, the court may inform the interpreter not to return for the afternoon case at no charge to the Government. This same day cancellation applies to the second order only.

In those instances where an attorney decides to proceed in English and the services of the contract interpreter will no longer be required, the judge must place the contract interpreter on the record and inquire of the respondent or witness as to the attorney’s request to proceed in English (the box on the COI marked “Interpreter Appeared, But Not Used” must **not** be checked in these instances; instead a “Start” and “End” time must be entered).

In those instances where proper cancellation notification was made and the contract interpreter appears anyway, the contract interpreter must be dismissed without the court date stamping or accepting the COI, and the contract interpreter must be advised to contact BGS. If the contract interpreter insists on getting their COI signed, the court must retain the original white copy of the COI and it must be clearly noted on the COI that the contract interpreter appeared in spite of a timely cancellation that was previously submitted via ECIOS to the LSU and BGS. Under no circumstances should the “Interpreter Appeared But Not Used” block be checked.

VIII. Interpreter Disqualifications

By virtue of the Government’s contract with BGS, when interpreters are deemed inadequate, they may be disqualified from appearing again for a particular dialect, language, judge, court, or all courts based on input received by the LSU from the courts. The disqualification may stem from:

- lack of familiarity with protocol
- substandard foreign language or English proficiency
- lack of knowledge of Immigration Court terminology
- inability to interpret accurately or completely
- unprofessional behavior
- inappropriate attire or hygiene
- conflict of interest

When submitting interpreter disqualification requests to the LSU, always include all related hearing and interpreter information. This is best accomplished by utilization of **both the Contract Interpreter Performance (CIP) form** (see the LSU section of the 11-01-02 OCIJ bulletin board or the LSU section of the EOIR intranet for the most current version) and **COPIES of the Certification of Interpretation (COI) forms**.

The CIP form must be completely filled out to include all case information and detailed comments regarding what specific problems occurred. At least one box under “Interpreter Performance” must be checked (usually “interpreter inadequate”) and the 5 “Did the Interpreter” questions must be answered “yes” or “no.”

Most importantly, the **specific course of action** being requested by the court must be indicated by checking the appropriate box on the CIP form:

- Disqualification for this judge’s courtroom
- Disqualification for all judges at this court
- Disqualification for this case only
- Disqualification for this language only
- Evaluation of hearing tape prior to returning
- Additional training required prior to returning
- Other

To ensure that interpreters are disqualified in a timely manner, court staff must fax the CIP and COI forms to the LSU (703-305-1094). In addition to the CIP and COI forms, courts can also mail a copy of the related hearing tape (accompanied by copies of the CIP and COI forms) to the LSU for evaluation.

Once the LSU is notified by a court about a problematic interpreter, and the extent of a subsequent disqualification or warning is determined, BGS is notified in writing of the decision and all relevant paperwork is forwarded. Deductions for inadequate interpretation (**in the amount of one-half of the hourly rate for the first hour**) are also made to the contractor’s payment for the order at this point.

Upon official disqualification, an interpreter’s name is entered into the LSU’s contract interpreter database. In addition, BGS adjusts their Case Management System to indicate that the interpreter is disqualified or “excluded” for a particular case, judge, court, language, or all languages/sites. Once this is accomplished, the system automatically prevents a BGS coordinator from assigning the interpreter when any information about the order in question matches the disqualification/exclusion criteria.

Despite the above, there are very rare occasions where a BGS coordinator may verbally give an assignment to a previously disqualified interpreter without at the same time entering the name into the system. This usually happens only in the case of a last minute order.

If a previously disqualified interpreter should appear for an order, despite the disqualification having been properly and timely communicated to BGS and the safeguards put into place, it is imperative that the court immediately notify the LSU. Since the LSU does not track orders by the interpreters name, the LSU is unaware when a previously disqualified interpreter is assigned. Notifying the LSU will allow the Government to properly assess BGS with liquidated damages for a no-show. Further, if the court is willing and able to wait, another eligible contract interpreter may be identified at this point to interpret for the hearing in question.

If an interpreter shows up to court improperly dressed (such as wearing jeans and a t-shirt), and the judge decides not to utilize him or her as a result, the court must document this on the COI and indicate the interpreter order was a “no-show” (due to interpreter inadequacy). Every time the court has a “no-show” they must so advise the LSU to ensure proper assessment of damages to BGS.

Finally, upon successful evaluation of the disqualification-related hearing tape, additional formalized training, or counseling, BGS may request the **reinstatement** of a disqualified interpreter. This is accomplished by BGS submitting a formal written memo to the LSU accompanied by supporting documentation. The LSU, in turn, forwards this information to the court to solicit their position regarding the reinstatement and BGS is then notified by the LSU of the court’s decision. Sometimes the court may decide on a conditional reinstatement to be re-evaluated at a later point.

IX. Review of First Hearing Tapes

EOIR’s contract with BGS requires the evaluation of each and every new interpreter’s first hearing. The evaluation, conducted by utilizing the cassette tapes of the hearing, is a critical step in the overall quality assurance process. While interpreters may score well on the simulated exam administered prior to their first appearance in court, their performance in the actual court setting may not always measure up. Evaluation of their first hearing is thus extremely important and can only be accomplished with the cooperation of court staff. In order to complete this evaluation, courts must submit copies of these tapes directly to the LSU, who, in turn, forwards them to BGS. Aside from the fact that it is required by policy, submitting copies of hearing tapes to the LSU has the added advantage of allowing us to track and monitor BGS’ progress in evaluating them.

As a general rule, the COI’s “Interpreter’s First Hearing” box will be marked, but if any interpreters with whom staff are unfamiliar should appear in court, they must be asked if it is indeed their first hearing and whether they have brought a tape with them. Hearing tape evaluation requests submitted by the courts must be accompanied by a **copy of the completed COI form (with the “Interpreter’s First Hearing” box checked). Actual copies of hearing tapes must be marked with the alien number and date, as well.** By contract, BGS is required to return the cassette along with a written formal evaluation, including score and comments sheets, to the LSU **within 10 working days** of their having received it. These results may, in turn, be forwarded to the court.

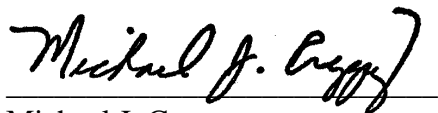
The first hearing tape evaluation results are taken extremely seriously. Any interpreter who receives a **failing score (below 70)** is automatically removed by BGS from its roster of interpreters eligible for court assignments. The LSU maintains its own internal database of contract interpreters about whom concerns, many leading to disqualifications, have been raised. Those interpreters who fail their first hearing tape evaluation are added to this database to serve as a cross-check against BGS' records.

Given the above, the role the LSU plays with regard to the evaluation of interpreters and their related hearing tapes becomes evident. The LSU acts as a quality assurance monitor of contract interpreter performance. Therefore, court staff are reminded of the importance of submitting copies of hearing tapes directly to the LSU for each and every interpreter appearing for the first time before the court.

X. Conclusion

I believe we can provide fair hearings, meet our goals, and operate within our budgetary limitations. Contract and staff interpreter usage in the courts must be closely monitored and taken into consideration when scheduling cases, with an eye towards reversing the rising costs of contract interpreter services. Any questions or comments regarding any of these policies can be raised to your Assistant Chief Immigration Judge. In addition, the LSU is available to assist the courts in meeting the requirements of these policies, answer questions, and listen to your comments or suggestions.

Thank you in advance for your cooperation and continued hard work.



Michael J. Creppy
Chief Immigration Judge