



Office of the State Court Administrator

Office of Language Access

FY19 Fiscal Policy: Payment of Language Interpreters

I. Policy

The Office of Language Access Fiscal Policy (“OLA Fiscal Policy”) establishes consistent and comprehensive practices for the payment of independent contract language interpreters who provide services for the Colorado Judicial Department.

This policy is consistent with the Travel Fiscal Rules of the Colorado Judicial Department which states in part:

“The time and costs of all travel charged to the Judicial Department, regardless of funding source, shall be for the benefit of the Department, only for the time period necessary, and completed using the most cost-effective means available that satisfactorily accomplishes the Department’s business.”

The OLA Fiscal Policy:

- A. Defines uniform statewide payment practices for independent contract language interpreters, applicable in all jurisdictions of the Colorado Judicial Department.
- B. Establishes interpreter rates for the Colorado Judicial Department to provide the required qualified interpreter services within the constraints of legislative appropriations.
- C. Adheres to Chief Justice Directive 06-03 (Amended May 2016) Concerning Language Interpreters and Access to Courts by Persons with Limited English Proficiency – (“CJD 06-03”) regarding interpreter qualifications and appointment requirements.

II. Applicability

The OLA Fiscal Policy applies to (1) all State of Colorado District and County trial courtsⁱ in the processing of interpreter invoices; (2) all non-employee interpreters who perform interpreting services for the courts; and (3) all agencies that provide interpreting services to the courts.

The rates defined in this policy apply to all non-employee interpreters and agencies

who have been approved through the Language Interpreter Vendor Qualification Approval Process and who are in good standing with the Office of Language Access. Per CJD 06-03, Section II.E., the court shall only pay for the services of authorized language interpreters that have been assigned by the Office of Language Access (“OLA”) or designees.

This policy applies to court proceedings and operations as mandated by CJD 06-03. Scheduling and payment for interpreter services required by service providers or agencies such as the District Attorney’s Office, the Office of the Public Defender, the Department of Corrections, etc., shall be the responsibility of those entities.

Any decisions regarding payment not defined in this Policy shall be made by the Language Access Administrator (“LAA”).

III. Independent Contract Language Interpreter Service Rates

Spanish Language Interpreter

\$35.00/hour: Qualified
\$45.00/hour: Certified

Interpreter working in a Language Other than Spanish (LOTS)

The following are the OLA’s standard rates for LOTS interpreters. Each interpreter is evaluated and assigned a rate individually according to multiple criteria, including testing, training, language, interpreting experience and adherence to professional standards as reported and verified through the Language Interpreter Vendor Qualification Approval Process. Final approval of rates is the responsibility of the LAA.

\$35.00/hour: Registered
\$40.00/hour: Conditionally Approved
\$45.00/hour: Qualified
\$55.00/hour: Certified or Credentialed

IV. Independent Contract Language Interpreter Travel Ratesⁱⁱ

Spanish Language Interpreter

Travel Time will be paid at half of the interpreter’s hourly rate when approved one-way travel exceeds one-hour standard travel time from the interpreter’s residence to the assignment location. Travel time will be paid in 15-minute increments. Exceptions for inclement weather must be approved on a case-by- case basis by the Managing Interpreter or other Administrative Authority, and documentation provided to the LAA.

Exemption: Interpreters who are scheduled to work in a location with fewer than 5 active certified Spanish independent contractors within a 25-mile driving radius of the courthouse may be paid travel time at half of the interpreter's hourly rate when the approved one-way travel exceeds half an hour. This exemption must be preapproved by the LAA for each court location and will expire when the number of interpreters residing in the area reaches the threshold.

Mileage will be paid at the approved Judicial Department rate when approved mileage exceeds 150 miles round-trip from the interpreter's residence to the assignment location.

Exemption: Interpreters who are scheduled to work in a location with fewer than 5 active certified Spanish independent contractors within a 25-mile driving radius of the courthouse may be paid mileage at the approved Judicial Department rate when travel exceeds 100 miles round-trip from the interpreter's residence to the court location. This exemption must be preapproved by the LAA for each court location and will expire when the number of interpreters residing in the area reaches the threshold.

Mileage, as calculated by the OLA, will be paid when an interpreter travels within a single district from a primary assignment location to a secondary assignment location on a single day in accordance with the established Judicial Department mileage rates. Mileage will be paid when an interpreter travels between court locations in different districts if requested by OLA staff for emergent circumstances within 24 hours of the travel. Documentation of the circumstances requiring this travel must be provided to the LAA.

Meal Reimbursement will be paid to an interpreter who is authorized an overnight stay required by their interpreting assignment. Rates will be paid in accordance with the Judicial Department's current Meal Reimbursement Policy. The interpreter must submit itemized receipts and either list meals on the invoice or use the Judicial Department's Reimbursement Request form. The itemized receipt must list food and non-alcoholic beverage the interpreter is seeking reimbursement for. The Judicial Department does not reimburse alcohol, and tips will be reimbursed at a maximum of 20% of the meal cost.

Lodging arrangements, including booking and payment, will be made by the district or by the LAA when overnight stays are required by the interpreting assignment.

Travel Calculations for judicial assignments will be prepared by the OLA and provided to all approved interpreters and OLA staff. The Travel Calculations Worksheet provides the interpreter with the amounts authorized for the payment of travel time and mileage, if applicable, from the interpreter's residence to all court locations where the interpreter has expressed a willingness to work through the Language Interpreter Vendor Qualification Approval Process.

The interpreters must notify the OLA in writing within 15 days of an address change and must submit an updated W9 to the OLA for processing.

The interpreter must notify the OLA in writing when requesting a change in their coverage area.

LOTS Interpreter

Travel Time will be paid at half of the interpreter's hourly rate for the approved time of travel from the interpreter's residence to the assignment location. Travel time will be paid in 15-minute increments. Exceptions for inclement weather must be approved on a case-by-case basis by the Managing Interpreter or other Administrative Authority, and documentation provided to the LAA.

Mileage will be paid at the approved Judicial Department rate when approved mileage exceeds 50 miles round-trip from the interpreter's residence to the assignment location.

Meal Reimbursement will be paid to an interpreter who is authorized an overnight stay required by their interpreting assignment. Rates will be paid in accordance with the Judicial Department's current Meal Reimbursement Policy. The interpreter must submit itemized receipts and either list meals on the invoice or use the Judicial Department's Reimbursement Request form. The itemized receipt must list food and non-alcoholic beverage the interpreter is seeking reimbursement for. The Judicial Department does not reimburse alcohol, and tips will be reimbursed at a maximum of 20% of the meal cost.

Lodging arrangements, including booking and payment, will be made by the district or by the LAA when overnight stays are required by the interpreting assignment.

Travel Calculations for judicial assignments will be prepared by the OLA and provided to all approved interpreters and OLA staff. The Travel Calculations Worksheet provides the interpreter with the amounts authorized for the payment of travel time and mileage, if applicable, from the interpreter's residence to all court locations where the interpreter has expressed a willingness to work through the Language Interpreter Vendor Qualification Approval Process.

The interpreters must notify the OLA in writing within 15 days of an address change and must submit an updated W9 to the OLA for processing.

The interpreter must notify the OLA in writing when requesting a change in their coverage area.

V. Interpreter Speaks Multiple Languages

This section applies to interpreters authorized to interpret in multiple languages,

where each language may have a different rate. If an interpreter is scheduled for one language (the “scheduled language”), and in addition to the scheduled language, ends up interpreting in another language (the “non-scheduled language”), this section controls how to invoice for the appointment.

When an interpreter interprets in a language they were not scheduled for, please review the following:

If the scheduled language rate is more than the non-scheduled language rate, the independent contract interpreter will be paid as if they were interpreting in the scheduled language.

If the non-scheduled language rate is more than the scheduled language rate, the independent contract interpreter will be paid a 1 hour minimum at the non-scheduled rate and in 15-minute increments thereafter.

If the independent contract interpreter gets mileage and travel time for either the scheduled or non-scheduled language, they will be paid mileage and travel time for the appointment.

VI. Minimum Shift Assignments

In-person: 2-hour minimum

Remote: 1-hour minimum

An interpreter working as an independent contractor or periodic contract employee shall be contracted to work for a set period of time, which, in the case of an interpreter who appears in person, shall not be less than two consecutive hours on any given day irrespective of the number of cases requiring language interpretation. An interpreter who appears by telephone or video shall be contracted for a minimum of one hour. When interpreting assignments require that the interpreter work beyond the assigned time, the interpreter shall be paid the additional time in 15-minute increments.

In accepting court assignments, the interpreter agrees to abide by all applicable rules of decorum, to report on time, to dress in appropriate professional attire, and to abide by the Code of Professional Responsibility for Interpreters in the State Court System. **An interpreter who accepts court assignments, whether in-person or remote, agrees to remain available and within a proximate area of notification for the duration of the scheduled assignment** unless released by the Managing Interpreter or designee, or other Administrative Authority. Full or partial payment may be forfeited if the interpreter is found to be in violation of the above.

The interpreter is expected to handle multiple cases for which the interpreter is qualified for the duration of the scheduled assignment unless released by the Managing Interpreter or designee, or other Administrative Authority. Subsequent assignments may be declined based upon the inability of the interpreter to

communicate with the court user, conflict of interest with any of the parties, other provisions of the interpreter Code of Ethics, or other reasons as determined by the court, Managing Interpreter or LAA.

The court or its designee shall oversee and implement all scheduling and assignment processes. Once an interpreter has accepted an assignment, the interpreter may not send another interpreter in his or her stead. If an interpreter wishes to request removal from an assignment that has been accepted, the interpreter must notify the person who scheduled the original assignment immediately. Interpreters who repeatedly cancel or turn down assignments might not be considered for future assignments.

Judicial Districts are encouraged to maximize efficiencies in the utilization of language interpreter services to keep language interpreter wait time to a minimum.

VII. Invoicing

Invoices shall be submitted to the Managing Interpreter in each Judicial District. Separate invoices shall be submitted for work completed in each Judicial District. Unless a different payment method is established by an individual District, on the fifteenth day and the last day of each month Contractor shall submit an invoice to each District in which Contractor has worked during the previous two-week period, and upon approval of the charges, the District shall pay through its normal payment procedures within thirty (30) days after approval of the invoice.

Invoices must be submitted for payment within the fiscal year in which the assignment was completed. Judicial Department fiscal years run from July 1 through June 30. Delay in submitting bills and billing errors may result in delayed processing or forfeiture of payments.

Electronic submissions of invoices are highly recommended and may be required by individual districts.

VIII. Cancellation Policy

If a contract interpreter's assignment is cancelled prior to the scheduled start time, every attempt will be made to reassign the interpreter within the Colorado Judicial Department. Priority will be given to assignments in districts in which the interpreter has demonstrated a willingness to work.

If the assignment is cancelled within forty-eight (48) hours (including non-business hours) of the assignment start time, and rescheduling is not possible, the interpreter shall be paid for the scheduled time up to a maximum of sixteen (16) hours corresponding to the first sixteen (16) hours of the shift assignment. Interpreters authorized to receive a cancellation fee must be available for reassignment during the cancellation period for which payment will be made.

If the interpreter is rescheduled for a portion of the time that would be paid as a cancellation fee, the interpreter will invoice the corresponding district for the time worked, then deduct that amount from the cancellation fee which shall be billed separately. If the assignment is cancelled with more than a forty-eight (48) hour notice, the scheduling district is under no obligation to reassign the interpreter or pay the cancellation fee.

Revised February 11, 2019

ⁱ This Policy doesn't apply to Denver County Court, Municipal, or Administrative Courts.

ⁱⁱ Mileage and standard travel time calculations are prepared by the OLA and provided to staff and independent contractors.

The Office of Language Access's Fiscal Policy is subject to periodic revision. Updates will be posted on Judicialnet and the Office of Language Access's webpage: www.courts.state.co.us
Administration > Court Services > Interpreters > Active Interpreters