Office of Language Access Financial Policies

I. General Information[1]

The Office of Language Access Financial Policies establish consistent and comprehensive practices for the payment of independent contract language interpreters who provide services for the Colorado Judicial Department. They also define payment practices for independent contract language interpreters and establish interpreter rates for the Colorado Judicial Department to provide the required interpreter services within the constraints of legislative appropriations.

These policies implement the requirements in Chief Justice Directive 06-03 Concerning Language Interpreters and Access to Courts by Persons with Limited English Proficiency (CJD 06-03) regarding payment of independent interpreters.

The rates defined in these policies apply to all non-employee interpreters and agencies. 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). 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 by these policies shall be made by the Language Access Program Administrator.

II. Applicability

The OLA Fiscal Policies apply to:

A. State of Colorado District and County courts in the processing of interpreter invoices;

B. Non-employee interpreters who perform interpreting services for the courts; and

C. Agencies that provide interpreting services to the courts.

[1] These policies do not apply to Denver County Court, Municipal, or Administrative Courts.

III. Interpreter Rates

The Managing Court Interpreters do not have the ability to negotiate professional rates. These rates are established by the State Court Administrator via contract.

An interpreter working as an independent contractor shall be guaranteed a minimum shift of two consecutive hours on any given assignment (including remotely provided services) irrespective of the number of cases requiring language interpretation.

A. Spanish Hourly Rates

$45.00/hour: Qualified
$55.00/hour: Certified
$7.00/hour differential: Eligible in-person hearings/trials
(as detailed in Section IV.B.)

B. Languages Other Than Spanish (LOTS) Hourly Rates

The following are OLA's standard rates for LOTS interpreters. Each interpreter is evaluated and assigned a rate individually according to where they fall on the Interpreter Payment Tier Sheet (see attached). OLA reserves the right to negotiate the rates for rare or hard to locate LOTS interpreters. Final approval of rates is the responsibility of the Language Access Program Administrator.

$45.00/hour: Registered
$50.00/hour: Conditionally Approved
$55.00/hour: Qualified
$65.00/hour: Certified or Credentialed
$7.00/hour differential: Eligible in-person hearings/trials for tiered LOTS interpreters

Approval of interpreter hourly rate is done by OLA as per the interpreter's current Fiscal Year Contract. If there are any questions about the hourly rate, please contact OLA at interpreters@judicial.state.co.us before the assignment.

IV. Enhanced Weekend and Differential Rates

A. Weekend Bond Hearing Advisement and Holiday Rate

Please note this pertains only to the Bond Hearing Office (BHO) locations, not individual districts as BHOs may include multiple districts.

Weekend advisement shifts (remote) shall be paid at the hourly rate for the assigned shift hours plus an additional hour. If a weekend advisement shift is scheduled during a holiday weekend, then the weekend advisement shift shall be paid at the hourly rate for the assigned hours plus two additional hours.

B. **Pay Differential Rate for Contested Hearings**

For matters involving significant party rights, the Judicial Department places a premium on in-person interpretation with a $7 differential rate. This pay differential rate is applied to in-person assignments. For example, a Certified Spanish interpreter would receive $62 an hour ($55 an hour rate + $7 an hour pay differential rate). The pay differential rate will be applied to in-person court events specifically assigned such as: jury or bench trial for civil, county, or criminal cases. Please consult with the Managing Court Interpreter for your assignment as non-contested hearings might be eligible at the discretion of the local Managing Court Interpreter in collaboration with OLA. The pay differential rate is only applicable to interpreters whose rate is currently paid out as per the OLA rate schedule. This rate will be applied to the time that corresponds to the length of the qualifying event, with a minimum of two hours.

C. **Cancellation of a Pay Differential Rate Assignment**

In the event that an interpreter is notified of a change from a pay differential rate shift to a base rate shift within 48 hours of the assignment start time, and there is not another event that qualifies for that same rate where the interpreter is needed, the interpreter will be paid for up to the first 8 hours at the pay differential rate. If the interpreter does not wish to extend availability for coverage of a qualifying event in a different district in which the interpreter has demonstrated willingness to work, the rate will revert to base rate. Events that qualify for the pay differential rate include the following hearings:

- Contested evidentiary hearings
- Court and Jury Trials

Some non-contested hearings might be eligible at the discretion of the local Managing Court Interpreter in collaboration with OLA.

D. **Interpreter Speaks Multiple Languages**

This section applies to interpreters authorized to interpret in multiple languages, when the languages spoken by the interpreter have different rates. If an interpreter is scheduled for one language (“Language A”), and in addition to Language A, ends up interpreting in another language (“Language B”), this section controls how to invoice for the appointment. This includes situations in which an interpreter interprets in a language they were not originally scheduled to interpret.

- If Language A’s rate is more than Language B, the independent contract interpreter will be paid as if they were interpreting in Language A for the assignment.

- If Language B’s rate is more than Language A’s rate, the independent contract interpreter will be paid a 2 hour minimum at Language B’s rate and in 15-minute increments thereafter.

- Mileage and travel time for the assignment will be paid at the higher rate.

V. Interpreter Travel and Incidentals Rates

The independent contractor and the Managing Court Interpreter must complete and sign the OLA Travel Document to establish an agreement on covered expenses (see Appendix A). Expenses are to be submitted using the appropriate reimbursement form as directed by the Managing Court Interpreter.

A. **Travel Time for Assignment**: Travel Time will be paid at half of the interpreter's base hourly rate for approved one-way travel that exceeds 15 minutes standard travel time from the interpreter's residence to the assignment location. Exceptions for inclement weather must be approved on a case-by-case basis by the Managing Court Interpreter or local Administrative Authority.

B. **Airfare (RECEIPTS REQUIRED) and other Common Carriers (UBER, Lyft, taxi, etc.) (RECEIPTS REQUIRED)**: The Judicial District or interpreter shall purchase a refundable airfare due to the possibility that the court event might be postponed or cancelled. All common carrier use requires submission of receipts, including any tip amount.

C. **Mileage**: Mileage, as calculated by the OLA (which utilizes Google Maps) and reflected on the interpreter's individual approved travel sheet, will be paid when approved mileage exceeds 50 miles round-trip from the interpreter's residence to the assignment location. Mileage is calculated at the current Judicial Department rate for personal vehicle travel to/from the assignment location. If two interpreters share a vehicle to travel to/from an assignment location, only one interpreter may submit for mileage reimbursement.

D. **Meals (RECEIPTS GENERALLY NOT REQUIRED UNLESS MANAGING COURT INTERPRETER DIRECTS OTHERWISE)**: 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 Rate. Reimbursement requests must be made in writing. Examples of written requests include the Judicial Department's Reimbursement Request form, the OLA standard invoice with meals or the interpreter's own reimbursement form. If required by the local Administrative Authority (ask your Managing Court Interpreter if s/he requires receipts), also provide itemized meal receipts. The Judicial Department does not reimburse alcohol. Tips will be reimbursed at a maximum of 20% of the meal cost. Meals will be reimbursed as per the CONUS (Continental United States) rates found in Appendix B.

The interpreter should consult the CONUS rate on the invoice or reimbursement form by entering the amount for the meals not exceeding CONUS grid amounts for the assignment location.

For authorized overnight stays, meal allowances are based on when a traveler departs or arrives at a location based on the table below:

Meal	Day of Departure: Departing Time To Destination City	Day of Return: Return Time to Home/Office
Breakfast	Yes – if leaving before 5 am	Yes
Lunch	Yes – if leaving before 11 am	Yes – if arrival if after 1 pm
Dinner	Yes – if leaving before 5 pm	Yes – if arrival is after 7 pm

E. Lodging (RECEIPTS REQUIRED): Lodging arrangements, including booking and payment, will be made by the district when overnight stays are required by the interpreting assignment. Hotel receipts are required to be submitted with the Judicial department's Reimbursement Request form. If the interpreter prefers to book their own arrangements, this must be agreed upon in writing with the local Managing Court Interpreter's approval prior to booking. If the Judicial District where the court matter is being held has an arrangement with a hotel for a government rate, this rate should be used. If the Judicial District is booking the hotel, please ensure the credit card used will pay for the room and will not have to be presented at check-in. Please note the Colorado Judicial Branch cannot reimburse for Airbnb stays.

Travel Calculations for judicial assignments will be prepared by OLA and provided to all approved interpreters and OLA staff in the form of a Travel Sheet. The Travel Sheet provides the interpreter with the amounts authorized for the payment of travel time and mileage from the interpreter's residence to all court locations where the interpreter has expressed a willingness to work.

VI. Notification to OLA of Changes

Contract interpreters must notify OLA in writing within 15 days:

1. Address change with an attached updated W-8 or W-9 with the new address;

2. Notification of a change in their coverage area; and

3. If LOTS, any proposed rate modifications.

VII. Minimum Shift Assignments

An interpreter working as an independent contractor shall be contracted to work for a set period of time, which shall not be less than two consecutive hours on any given day irrespective of the number of cases requiring language interpretation.

A. Shift Requirements

In accepting court assignments, the interpreter in required 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, remote, or a hybrid in-person-and-remote shift, agrees to remain available and within a proximate area of notification for the duration of the scheduled assignment unless released by the Managing Court Interpreter or designee, or other Administrative Authority.

B. Shift Rules

The interpreter must appear on time for all hearings and events, whether in-person or remote. If a contract interpreter is out of contact with their hiring Staff or Managing Court Interpreter for a maximum of 10 minutes, payment of the remainder of the shift may be deemed as forfeited by the Managing Court Interpreter or Administrative Authority. Furthermore, full, or partial payment be forfeited if the interpreter is found to be in violation of any of the shift rules mentioned herein by the Managing Court Interpreter.

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 Court Interpreter or designee, or other Administrative Authority. Shifts may include cases from other districts or locations if the matter can be handled remotely. 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 Court Interpreter or Language Access Program Administrator.

The Managing Court Interpreter or designee oversees and implements 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 decline an assignment that has been accepted, the interpreter must notify the person who scheduled the assignment immediately. Interpreters who repeatedly cancel or turn down assignments might not be considered for future assignments.

VIII. Invoicing

Invoices shall be submitted by the interpreter to the Managing Court Interpreter for the district in which the work was completed twice monthly, for services delivered during the previous two-week period and ideally should be submitted by the 15th and last working day of month.

Prompt payment of interpreter invoices is a priority. Invoices are generally paid within thirty (30) days of the District's Administrative Authority's approval of the invoice. Please note, this may be a different (later) date from the date the interpreter submits the invoice to the Managing Court Interpreter.

Invoices must be submitted within the fiscal year in which services were provided. Please note that the State of Colorado terminates its Fiscal Year on June 30th and Managing Court Interpreters may ask for immediate invoicing at the close of the Fiscal Year. Delay in submitting invoices and invoicing errors may result in delayed processing or forfeiture of payments.

Electronic submission of invoices is required unless you have arranged alternative accommodation with the scheduling Managing Court Interpreter.

IX. Cancellation Policies

A. In-Person or Remote Shifts: Spanish and LOTS

Confirmed Length of Assignment	Cancellation window (including non-business hours)	Payment	Additional Information
1-2 days	Less than 48 hours	Up to 16 hours	Payment will not exceed the established agreed upon rate pursuant to Section III., and if applicable, Section IV.
3 days or longer	Less than 72 hours	Up to 24 hours	Payment will not exceed the established agreed upon rate pursuant to Section III., and if applicable, Section IV. When an interpreter is traveling by air to cover an assignment and it is canceled, regardless of notice given, said contract interpreter will be reimbursed for all non-refundable expenses incurred.

B. General Information

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. Interpreters authorized to receive a payment for a cancelled assignment, must be available for reassignment where they are willing to work during the cancellation period for which payment will be made unless otherwise authorized by the Administrative Authority.

If the interpreter is rescheduled for a portion of the time that would be paid during the cancelled assignment, the interpreter will invoice the corresponding district for the time worked, less what they are owed due to the timing and duration of the cancelled event; the payment amount due for the cancelled event shall be billed separately. Any invoice calculation questions should be addressed to the Managing Court Interpreter.

NOTE FOR WORK AT A DIFFERENTIAL RATE: In the event an assignment is cancelled by the court while the interpreter is en route or on location at the court, the interpreter shall be paid for the time worked plus the minimum hours of service as follows:

1. Interpreters scheduled for up to two days of work at a differential rate work will be paid for up to two days (16 hours). Payment will not exceed the actual time reserved.

2. Interpreters scheduled for three or more days of work at a differential rate work will be paid for up to three days (24 hours). Payment will not exceed the actual time reserved.

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 any amount for the cancelled assignment.

Colorado Office of the State Court Administrator

Office of Language Access

Interpreter Services Information

Interpreter's Information

Full legal name:* _____ ***Language:*** _____ ***Gender:**** _____

Address: _____

Email:* _____ ***Phone:**** _____ ***Date of birth:**** _____

Assignment Information

Location: _____ **Managing Interpreter will include case information with confirmation email.**

Assignment start date/time: _____ ***Approved rate:*** _____

Assignment end date/ time: _____ ***Approved Interpreting cost:*** _____

*Flight Information (*Must be refundable)*

☐ ***Colorado Judicial provided flight; attached confirmation in email.***

☐ ***Interpreter has purchased own flight, and OLA will reimburse up to _____when receipt of airfare is submitted.***

Lodging Information

Hotel: _____ ***Hotel Address:*** _____

Reservation dates: _____ ***Phone Number:*** _____

Confirmation Number: _____

Transportation Information

☐ ***Interpreter will use taxi/Lyft/Uber for transportation and submit receipts for reimbursement.***

☐ ***Interpreter has rented vehicle, and OLA will reimburse up to _____when receipt is submitted.***

Interpreter will be reimbursed the cost of gas when receipts are submitted.

Authorized Travel Rate

Travel Rate: _____

Travel to Colorado Hours: _____

Home to airport + two hours maximum at airport + flight hours + hours to hotel/assignment

Travel Returning Home Hours: _____

Hotel/assignment to airport + two hours maximum at airport + flight hours + hours to home

Travel to airport: ☐ ***Taxi/Lyft/Uber*** (with receipt) ***OR***

☐ ***Mileage at _____for _____miles PLUS parking*** (with receipt) ***at airport will be reimbursed.***

Authorized Per Diem Information

Per Diem Dates: _____to _____***Daily Per Diem Breakdown:*** *Breakfast**: _____*Lunch:*_____*Dinner:* _____

*If hotel provides breakfast, there will be no reimbursement of breakfast during hotel stay.

Receipts are generally not required unless the managing court interpreter directs otherwise

** Information required for airline booking.*

IN-STATE MEAL REIMBURSEMENT AMOUNTS

EFFECTIVE October 1, 2025 (No changes for FY26)

Costs incurred for a meal or incidental may be reimbursed when (1) the traveler is in overnight status, (2) the meal was not provided by the hotel or other entity, and (3) the traveler actually incurred a cost for the meal or incidental. Reimbursement can be claimed for the cost of the meal (including tax & tip) or incidental expense up to the per diem rates listed below. The applicable rate is determined by the type of meal and the county in which the meal was purchased. The *Base* rates apply to the Colorado counties that are not specified as *High Cost* County. No receipt is needed to claim meal reimbursement.

Type of Meal	**Standard Rates**	**High Cost Rates**			
Breakfast	$16.00	$18.00	$20.00	$22.00	$23.00
Lunch	$19.00	$20.00	$22.00	$23.00	$26.00
Dinner	$28.00	$31.00	$33.00	$36.00	$38.00
Incidental	$5.00	$5.00	$5.00	$5.00	$5.00
TOTAL Per Diem	$68.00	$74.00	$80.00	$86.00	$92.00
County		Montezuma Montrose	Boulder Broomfield Douglas La Plata Larimer	El Paso Grand Gunnison	Adams Arapahoe Denver Eagle Jefferson Pitkin Routt San Miguel Summit

OUT-OF-STATE MEAL REIMBURSEMENT AMOUNTS

EFFECTIVE October 1, 2025

Refer to the October 2025 *CONUS Table on JudicialNet* (a separate file) to find the travel destination and its corresponding rate. If the destination is not specified in the *CONUS Table*, then the *Standard* rate will apply. The table below is the rate in the CONUS Table broken down by meal. Meal reimbursement is limited to the meal (including tax & tip), not to exceed the maximum reimbursement rates listed below. No receipt is needed to claim meal reimbursement.

Per Diem Rate	$68 - **Standard**	$74.00	$80.00	$86.00	$92.00
Type of Meal	**Meal Rates Conversion**				
Breakfast	$16.00	$18.00	$20.00	$22.00	$23.00
Lunch	$19.00	$20.00	$22.00	$23.00	$26.00
Dinner	$28.00	$31.00	$33.00	$36.00	$38.00
Incidental	$5.00	$5.00	$5.00	$5.00	$5.00

For meal reimbursement rates outside the 48 contiguous states, please contact fsdaccounting@judicial.state.co.us.

MILEAGE REIMBURSEMENT RATES

Effective beginning January 1, 2026

Reimbursement Type[1]	Rate per Mile[2]
2 Wheel Drive	$0.65
4 Wheel Drive	$0.69

[1] Travelers shall be reimbursed at the mileage rate designated for 2WHD vehicles unless 4WHD conditions apply. The rate designated for 4WHD vehicles may be paid ONLY for the portions, if any, of a trip when the use of 4WHD is necessary because of road, terrain, or adverse weather conditions. Pursuant to Section 24-9-104(2)(e), C.R.S., "four-wheel-drive vehicles" means sport utility vehicles and pick-up trucks with a 4WHD transmission system. "Four-wheel-drive vehicles" does NOT include standard vehicles with all-wheel-drive capability. **DO NOT** use the 2WHD or 4WHD Sub object codes effective as of FY21.

[2] Section 24-9-104, C.R.S., states that on and after January 1, 2008, state officers and employees shall be allowed mileage reimbursement of 90% of the prevailing IRS rate per mile for each mile actually and necessarily traveled while on official State business and 95% of the prevailing IRS rate per mile for four-wheel-drive vehicles.31

IN-STATE MEAL REIMBURSEMENT AMOUNTS

EFFECTIVE October 1, 2025

Costs incurred for a meal or incidental may be reimbursed when (1) the traveler is in overnight status, (2) the meal was not provided by the hotel or other entity, and (3) the traveler actually incurred a cost for the meal or incidental. Reimbursement can be claimed for the cost of the meal (including tax & tip) or incidental expense up to the per diem rates listed below. The applicable rate is determined by the type of meal and the county in which the meal was purchased. The *Base* rates apply to the Colorado counties that are not specified as *High Cost* County. No receipt is needed to claim meal reimbursement.

Type of Meal	**Standard Rates**	**High Cost Rates**			
Breakfast	$16.00	$18.00	$20.00	$22.00	$23.00
Lunch	$19.00	$20.00	$22.00	$23.00	$26.00
Dinner	$28.00	$31.00	$33.00	$36.00	$38.00
Incidental	$5.00	$5.00	$5.00	$5.00	$5.00
TOTAL Per Diem	$68.00	$74.00	$80.00	$86.00	$92.00
County		Montezuma Montrose	Boulder Broomfield Douglas La Plata Larimer	El Paso Grand Gunnison	Adams Arapahoe Denver Eagle Jefferson Pitkin Routt San Miguel Summit

OUT-OF-STATE MEAL REIMBURSEMENT AMOUNTS

EFFECTIVE October 1, 2025

Refer to the October 2025 *CONUS Table on JudicialNet* (a separate file) to find the travel destination and its corresponding rate. If the destination is not specified in the *CONUS Table*, then the *Standard* rate will apply. The table below is the rate in the CONUS Table broken down by meal. Meal reimbursement is limited to the meal (including tax & tip), not to exceed the maximum reimbursement rates listed below. No receipt is needed to claim meal reimbursement.

Per Diem Rate	$68 - **Standard**	$74.00	$80.00	$86.00	$92.00
Type of Meal	**Meal Rates Conversion**				
Breakfast	$16.00	$18.00	$20.00	$22.00	$23.00
Lunch	$19.00	$20.00	$22.00	$23.00	$26.00
Dinner	$28.00	$31.00	$33.00	$36.00	$38.00
Incidental	$5.00	$5.00	$5.00	$5.00	$5.00

For meal reimbursement rates outside the 48 contiguous states, please contact fsdaccounting@judicial.state.co.us.

MILEAGE REIMBURSEMENT RATES

Effective beginning July 1, 2026

Reimbursement Type[1]	**Rate per Mile**[2]
2 Wheel Drive	$0.68
4 Wheel Drive	$0.72

[1] Travelers shall be reimbursed at the mileage rate designated for 2WHD vehicles unless 4WHD conditions apply. The rate designated for 4WHD vehicles may be paid ONLY for the portions, if any, of a trip when the use of 4WHD is necessary because of road, terrain, or adverse weather conditions. Pursuant to Section 24-9-104(2)(e), C.R.S., "four-wheel-drive vehicles" means sport utility vehicles and pick-up trucks with a 4WHD transmission system. "Four-wheel-drive vehicles" does NOT include standard vehicles with all-wheel-drive capability. **DO NOT** use the 2WHD or 4WHD Sub object codes effective as of FY21.

[2] Section 24-9-104, C.R.S., states that on and after January 1, 2008, state officers and employees shall be allowed mileage reimbursement of 90% of the prevailing IRS rate per mile for each mile actually and necessarily traveled while on official State business and 95% of the prevailing IRS rate per mile for four-wheel-drive vehicles.31