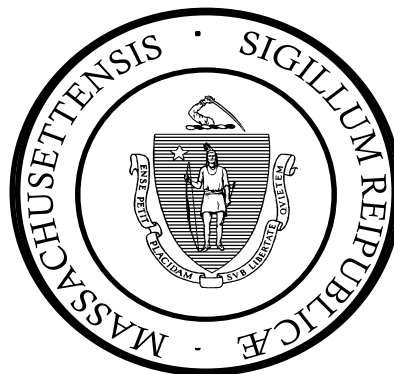


Communication Access Services Division

MCD06 Contract for American Sign Language Interpreters and Transliterators for the Deaf and Hard of Hearing: RFR / User Guide / Contract For Contractors, Requesters, Payers, Consumers, and All Other Entities Using MCD06

Limited User Contract Covering the July 1, 2022 to June 30, 2025 Contract Period
Contract Initial Term July 1, 2018 to June 30, 2022 with Two Three-Year Options to Renew



Dr. Opeoluwa Sotonwa, Commissioner
Cat B. Dvar, Director of Communication Access Services

December 2023 Version

**Check COMMBUYS [<http://www.commbuys.com>] for updates to this document
as well as important supporting information and forms**

**“This document is incorporated into Contract MCD06 for
‘American Sign Language Interpreters and Transliterators for the
Deaf and Hard of Hearing’
and should be referred to frequently by anyone using that contract in any
capacity.”**

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Welcome from the Director, 2022

April 2022

A Hale and Hearty Hello to All My MCD06 Colleagues:

I want to begin by expressing my sincere gratitude for all the warmth and welcoming I received as I stepped into my new role as Director of Communication Access Services at MCDHH, from so many of you whom I've worked side-by-side with for so many years, and from so many new colleagues I have yet to meet. Thank you!

I also wanted to let you know, if you haven't yet seen my Introductory VLOG posted in mid-April 2022, that the Department of Interpreter and CART Services is now a DIVISION. We are now the Communication Access Services Division, which includes: The Interpreter/CART Referral Department, The Interpreter Department, The Screening and Evaluation Department, and newly added – the Workforce Development Department. It is truly an exciting time of change and innovation and I'm thrilled to be coming onboard during this time.

As we move into our MCD06 Interpreter Contract "middle period," which will run for three years, we must look back and see where we've been in order to move forward in a meaningful way. The COVID-19 pandemic forced us to pivot in unexpected ways – some leading to exciting innovations, such as being able to offer our Statewide Interpreter Screenings online, some leading to challenges we haven't faced before, such as the current severe shortage of qualified interpreters willing to accept state and legal work, and the shortage of qualified interpreters willing to accept on-site work. Because of the shift to online platforms, which in many ways opens up access for so many Deaf and hard of hearing people across the Commonwealth, many interpreters are able to work entirely from home anywhere in the US and even abroad. This means our pool of interpreters able/willing to work in doctors' offices, on-the-job trainings, in-person meetings and events, emergencies, court and other in-person assignments has diminished significantly.

We are asking for your help and support. Please take this opportunity to share ideas you may have, skills you may bring, ways you can help us think outside the box to help us increase both the numbers of interpreters we have on our contract and the diversity of those numbers. Many of you may have heard by now that we are actively engaging in Workforce Development through our Workforce Development Program and Initiatives. We hope you will partner with us in the creation of a robust communication access provider pipeline that addresses every step along the way of the pipeline, from first exposure to interpreting and CART provision all the way to 10-12 years job satisfaction in the field. ***The intent is to create a stable workforce increased in both numbers and diversity, reflective of the communities it serves.***

We hope that this middle period contract will address some of the concerns the myriad communities we serve have expressed over the last three years.

There has always been a greater need for interpreter services than interpreters to fill that need, but never more so than right now. With more types of job opportunities available to qualified interpreters and more referral services working to book interpreters – especially remotely – who choose to freelance, MCDHH's Interpreter/CART Referral Service needs to use creative thinking to attract interpreter resources. Some of our ideas, which we will put into place during the term of MCD06, are:

- We will redesign the MCDHH Statewide Interpreter Screenings, to ensure diversity, equity, and inclusion in every aspect of the Screening process, from offering the Screening online to reach

historically underserved communities, to diversifying and increasing our evaluator pool, to creating a Screening Evaluation System that truly reflects the diverse communities we serve.

- We will initiate an After-Hours Emergency Referral PILOT Program (AHE) to run April 15, 2022 – June 30, 2022, with the intention of using data we gather to support the creation of a permanent AHE in FY23 and going forward.
- We are hiring a Workforce Development Coordinator to work full time coordinating all of our myriad Workforce Development Projects, Programs and Initiatives, all focusing on the creation **a stable workforce increased in both numbers and diversity, reflective of the communities it serves.**
- As part of our Workforce Development efforts, we are establishing two Subject Matter Expert Consulting Groups (SMECs) – one for CART and one for Interpreters. The purpose of these SMECs is to **create a stable workforce increased in both numbers and diversity, reflective of the communities it serves.** We will be relying on the SMECs, who will be working intensively over a few-month time period, to supply us with a concrete roadmap including a step-by-step action plan, for the creation of a robust communication access provider pipeline, that meets the needs of our diverse communities, and specifically addresses recruitment and retention.
- We will partner with the CATIE Center to support the roll out of their new Federal grant-funded Mentorship Initiatives, dovetailing that program with our FY23 Workforce Development Program endeavors, which will include hiring a Mentorship Coordinator to coordinate our own Mentorship Program for novice interpreters coming to us from both Alternative Pathways and ITPs, our Government Immersion Program (for both seasoned interpreters who haven't worked in Government Settings before and for novice interpreters) and our Court/Legal Induction Program.
- We hope to update the Interpreter's Photo Guide with current photographs, in response to a comment we received at the MCD06 Public Hearing, so stakeholders have an up-to-date visual guide to MCD06 Interpreters.
- We hope to continue to create surveys of our stakeholder groups, much like the Interpreter Survey that went out in the late fall from our Referral Department, to give us at MCDHH information to help us better meet your needs. We would also like to have regular meetings with our stakeholder groups, so that we may stay current with all of your needs and concerns and address those as we are able.
- We are working hard on our Interpreter/CART Referral Modernization efforts, currently partnering with KMBS to refine our Interim Referral System while working hard on creating our fully modern, user-friendly Final Referral System, which we anticipate will become fully functional within FY23.

I realize **MCD06 RFR / User Guide / Contract** is lengthy. I have worked closely with MCDHH Procurement and Contracts Manager Jane Sokol Shulman and the MCDHH Team to update this document and ensure that it is relevant to and adds value to your current work. Please use it as a tool to help guide you through the communication access process as well as to teach you our policies and procedures and business standards no matter which stakeholder group you belong to. Often you can find answers to your questions in the document. The Table of Contents will help focus your browsing. This document functions as the contractual agreement between Interpreters and MCDHH and also lets all other participants in the communication access process know what they can expect.

Interpreter Contract MCD06 covers nine years (a three-year initial term and two three-year options to renew), taking us from July 1, 2018, all the way through June 30, 2027. We anticipate the following:

- **A shortage of interpreters will remain constant throughout the period.** We need your support and collaboration as we advance our Workforce Development Projects and Initiatives to increase the numbers and diversity of our interpreter pool.
- **Technology and interpreting online through a variety of video platforms is here to stay.** MCDHH will need to be more aggressive in developing, promoting, and even assisting in enforcing standards for remote interpreting.
- **The COVID-19 Pandemic is an unknown.** Because we don't know what the trajectory of the Pandemic will be, we need to stay flexible in our support of the variety of services our diverse

communities need, and we really need your help to do it. Please partner with us. Your ideas and suggestions are most welcome!

I have repeatedly mentioned partnering with all of you throughout this letter. Please reach out with your ideas and suggestions to me at cat.b.dvar@mass.gov. Through our Workforce Development Program we are really trying to do something different, to think outside the box, to push the boundaries, to be a leader in the field of communication access provision such that other states will want to replicate our programs. I hope you will join me and the MCDHH Team, under the inspiring leadership of Commissioner Opeoluwa Sotonwa and Chief of Staff Sharon Harrison, to make this happen.

Wishing you all the best,

Cat B. Dvar

Cat B. Dvar
Director of Communication Access Services, MCDHH

Welcome from the Commissioner, 2022

March 2022

Thirty-five years ago, MCDHH established Interpreter/CART Referral and a host of other progressive, protective, and innovative resources to serve Deaf and Hard of Hearing people within human service, healthcare, safety, legal, education, and economic settings. Today, Deaf, Hard of Hearing, Late-Deafened, and DeafBlind people are increasingly and rightfully engaged as consumers, service providers, employees, employers, participants, and contributors in all aspects of life in the Commonwealth. MCDHH handles a massive demand of more than 30,000 annual requests for interpreter services within our programs, other state entities, and the provider community. We recognize that the interpreter workforce is both finite in size and vital to meeting the demand for access. We envision leveraging the power of our resources and our interpreter workforce through implementing a service requirement component to MCD06.

MCDHH's Interpreter/CART Referral Service plays a vital role in accessible communication throughout the Commonwealth of Massachusetts. Our team connects requesters with qualified professional Interpreters whose essential and legally mandated interpreting services provide access for people who are Deaf, Hard of Hearing, Late-Deafened, and DeafBlind in an extensive range of healthcare educational, workplace, legal, business transaction, civic, and social settings. As a participant in our Referral Service, you are an essential link in the process of fully obtaining and utilizing interpreter services.

This Manual is designed as a guide for any user of the MCD06 Contract. Our operational procedures connect interpreters to job assignments with the most outstanding efficiency. The Manual is organized in sections to assist all participants in knowing how to prepare and what to expect in the communication situation. Our procedures ensure that interpreters who are referred for specialized health, legal, and education cases have the knowledge and experience to provide accurate and effective American Sign Language to English and vice versa interpretation. Our standard for quality is that every situational request we receive is matched with qualified and competent interpreters ably suitable for such assignments.

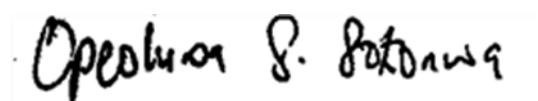
As technology evolves, we provide interpreters on location and utilize innovative visual technology to make communication access more readily available through video-based devices and software platforms. The result is greater access and increased efficiency. With the COVID-19 pandemic, access demands are more significant than ever; remote interpreting has become an alternative to onsite interpreting. Along with the MCD06 Interpreter Contract, MCDHH administers the MCD05 Contract for VRI Services, a viable option for state agencies in certain situations. We envision future opportunities for MCD06 participants to work with us to leverage the power of technology to increase access through appropriate video remote interpreting platforms.

The enhanced and new content in Interpreter Contract MCD06 comes from various sources. Much stems from internal MCDHH experience acquired during the over a decade utilization of Contract MCD01. Several excellent ideas originate from formal and informal comments given to us in our contacts with representatives of the various stakeholder groups. As we go forward in implementing MCD06, we welcome your comments and recommendations. Please take advantage of the opportunity within the "Feedback, Compliments and Complaints" section to share your thoughts with us.

We hope that this updated MCD06 RFR / User Guide / Contract provides you with all the information you need. We thank you for matching our commitment to communication access through your

participation as a requester, an interpreter, a consumer, or a stakeholder in another capacity. We look forward to being of service to you.

Most sincerely,

A handwritten signature in black ink, reading "Opeoluwa S. Sotonwa". The signature is written in a cursive, flowing style.

Dr. Opeoluwa Sotonwa
Commissioner

Definitions

AGENCY

When capitalized, Massachusetts Commission for the Deaf and Hard of Hearing; when used in lower case, any agency of the Commonwealth of Massachusetts

ASL

American Sign Language

ASL INTERPRETER

An individual who translates from one language to American Sign Language, recognizing its syntax and grammatical structure.

BASE RATE

The basic hourly rate an individual interpreter is eligible for, based on type of certification/MCDHH approval and years of certification and also type of interpreting provided, e.g., court/legal and DeafBlind.

BEI (BOARD FOR EVALUATION OF INTERPRETERS)

The Office of Deaf and Hard of Hearing Services (DHHS) Board for Evaluation of Interpreters (BEI) runs a certification program that is responsible for testing and certifying the skill level of individuals seeking to become certified interpreters in Texas. The BEI certification program is gaining greater acceptance nationally. A growing number of states is offering and accepting BEI certification.

BILLABLE TIME

The time block from the start time of the event indicated when the interpreter assignment booking is made or the actual starting time, whichever is earlier, and until the actual work time is finished or until the booked finish time, whichever is later, including brief breaks but not including designated lunch or dinner break. Each assignment is billable for an appearance fee equivalent to two hours at the interpreter's base rate for the assignment (see above). Any time over two hours is billed at the same rate in quarter hour increments. For assignments of six or more hours in duration, the interpreter must take at least one unpaid meal break of at least thirty minutes. If this is not possible according to the exceptions noted in the "Unpaid Meal Break" section of this document, then the billing should reflect the actual time worked.

BILLING INCREMENT

The unit of time for which MCD06 Contractors may bill. The BILLING INCREMENT for the MCD06 contract is the **quarter hour**, or fifteen minutes. MCD06 Contractors should bill to the next quarter hour when submitting invoices for assignments.

BUSINESS DAYS

Commonwealth of Massachusetts business days; generally, weekdays from 8:45 a.m. to 5:00 p.m. except for holidays as noted on the web site of the Secretary of the Commonwealth of Massachusetts, <http://www.sec.state.ma.us/cis/cishol/holidx.htm>.

CANCELLATION POLICY

The period before an assignment in which a request may be cancelled without penalty is two full business days prior to the day of the assignment. To cancel, contact MCDHH's front desk no later than 4:30 p.m. at 617-740-1600 (voice) or 617-326-7546 (VP). Cancellations for interpreter requests are NOT accepted via email. Referral accepts cancellations via an online cancelation form. CANCELLATIONS CAN BE MADE ONLINE VIA OUR WEBSITE. NO FAXES accepted.

COMMBUYS

The Commonwealth's fully automated procurement system mandatory for Executive Branch agencies and available to many other entities across Massachusetts. MCD06 vendors (ASL Interpreters and

Transliterators) must register (at no cost) as users of COMMBUYS. COMMBUYS is also available to other participants and stakeholders. The site URL is <https://www.commbuys.com/bsol/>.

CONSUMER

Any individual who is using our Interpreter/CART referral services.

CONTRACTOR

An interpreter/transliterators on contract with MCDHH. As defined in 112 CMR 3.3, "Sign language interpreter contractors may not utilize employees or subcontractors." This means that business entities are not eligible to use this contract.

CORI / CORI CHECK

Criminal Offender Record Information. In accordance with Administration policy, the process of signing new contracts and exercising options to renew existing contracts includes CORI checks in which the Contractor is verified to be free of significant criminal justice history. CORI checks are performed outside of MCDHH and, as a result, the time required for a CORI check is beyond MCDHH's control. MCDHH conducts CORI checks nation-wide, not just within Massachusetts.

DEAF INTERPRETER

A deaf interpreter (DI) is a Deaf native ASL signer who is also an expert in visual gestural communication. DIs can often broker communication in situations where an ASL/English interpreter alone cannot. DIs can be used in any setting to facilitate culturally and linguistically accurate interpretations, not just in situations where the Deaf person is not fluent in ASL.

DEAFBLIND DIFFERENTIAL

DeafBlind interpretation is provided to consumers when requested. An addition to the interpreter's base hourly rate added in situations when the interpreter provides close vision interpretation or a method of interpretation requiring ongoing physical contact for the purpose of providing communication access. Such communication methods include but are not limited to tactile signing, pro-tactile, Haptics, tracking, print on palm, Rochester Method, the Lorm Method, and Tadoma Method.

DEPARTMENT

The Massachusetts Commission for the Deaf and Hard of Hearing.

EFT

Electronic Funds Transfer (EFT) is the expected form of issuing Commonwealth payments to vendors in accordance with the [Commonwealth's Bill Paying Policy and General Payment Policies](#) issued by the Office of the State Comptroller.

FREELANCE CUSTOMER

See "Private Entity."

INTERPRETER

An interpreter / transliterator / oral transliterator / Certified Deaf Interpreter or CDI / DeafBlind interpreter / Deaf Interpreter or DI whose services are contracted by MCDHH or other consumers. When doing assignments referred by MCDHH, the interpreter is an independent contractor and must be either certified by RID, NAD or BEI or MCDHH Approved. 112 CMR 3.00 defines "interpreters" as individuals. This means that agencies and businesses cannot participate in Contract MCD06.

INTERPRETER/CART REFERRAL SERVICE

The statewide work unit of the MCDHH Department of Interpreter/CART Services, established under MGL c6 § 196, which receives requests for interpreters/transliterators and CART Captioners and maintains a roster of qualified individuals to whom interpreting and CART Providing assignments can be referred.

INTERPRETER CONTRACT or MCDHH'S INTERPRETER CONTRACT

A shortened name for "MCDHH's Contract MCD06, American Sign Language Interpreters and Transliterators for the Deaf and Hard of Hearing," and used interchangeably with the formal longer name.

LIMITED USER CONTRACT

A contract developed by one Department and available for use by one or more eligible entities. MCD is a Limited User Contract. Executive Branch Agencies are incorporated as users without further action required on their parts, and additional entities may request to participate as users of MCD06. See the appropriate sections of this document for elaboration. This term replaces the older "Multi-Department Contract" used under Comm-PASS.

MCD06 AGENCY

A Commonwealth agency or other eligible entity that has taken advantage of the opportunity to join the MCD06 Interpreter Services contract. An updated list of MCD06 agencies may be found within COMMBUYS.

MCDHH APPROVED COURT/LEGAL INTERPRETER

A freelance or staff interpreter who is deemed qualified by MCDHH to interpret in court and legal proceedings according to MGL c221 § 92A. **Note: Possession of RID SC: L or CLIP-R does not automatically qualify an interpreter.** They must be interviewed must be MCDHH screened and approved, regardless of certification or years of experience, to determine their qualifications **to provide court/legal interpreting in the Commonwealth.**

MCDHH APPROVED INTERPRETER

An interpreter who has participated in the MCDHH Interpreter Screening process and has been approved by the independent screening evaluation panels.

MEAL BREAK, UNPAID

A legal requirement that, following six hours of work, an individual must take an unpaid break of at least thirty minutes. See the section "Fee Policies" for a discussion of the requirement and its exceptions.

NAD (NATIONAL ASSOCIATION OF THE DEAF)

In the past the NAD sponsored an interpreter assessment and certification program consisting of an interview component assessing knowledge and ethics and a performance segment. The assessments, when successful, led to the NAD series of certifications. This program is no longer active although interpreters frequently include their NAD certification level(s) when presenting their credentials. See <https://rid.org/rid-certification-overview/available-certification/nic-certification/>

OFFICE OF THE STATE COMPTROLLER or COMPTROLLER'S OFFICE

The agency within the Commonwealth responsible for, among other functions, establishing fiscal and regulatory policies and procedures. An example of a Comptroller's Office policy is the one directing compliance with the Commonwealth payment interval policy. Comptroller's Office policies and procedures may be changed during the term of a contract without requiring a contract amendment.

OPERATIONAL SERVICES DIVISION (OSD)

A state agency within the Executive Office for Administration and Finance responsible for, among many other functions, overseeing all statewide contracts. OSD's responsibilities include establishing terms, conditions, policies, and procedures for contracting with agencies of the Commonwealth of Massachusetts. These terms and conditions, policies, and so forth may be changed during the term of the contract without requiring a contract amendment. OSD also runs COMMBUYS, the Commonwealth's enterprise electronic procurement system, and oversees the various Executive Orders that impact procurement such as the Supplier Diversity Program. Contracting forms, informational guidance, and a wealth of other information can be found on OSD's web site, <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/osd/>. Since MCD06 is not a statewide contract OSD is not involved in the direct administration of this contract.

OTHER COMMONWEALTH AGENCY / NON-MCD06 AGENCY

All Executive Branch agencies are automatically participants in Contract MCD06. The section "List of Executive Branch Agencies" contains these agencies by Secretariat, name, three-letter MMARS code, and four-digit COMMBUYS code. Commonwealth agencies outside the Executive Branch may join MCD06 by written request and thereby take advantage of all of its provisions, terms and conditions. Commonwealth agencies that have NOT joined MCD06 must still use MCDHH's Interpreter/CART Referral Services to place job requests, but must negotiate terms and conditions, including rates, with interpreters who accept their jobs.

PAYER

The individual or individual representing the agency or organization that is responsible to pay for the interpreting/transliterating service for a particular assignment.

PRIVATE ENTITY

A non-governmental organization, company, or individual. Private entities may use MCDHH's Interpreter/CART Referral Service to place job requests, but MCD06 Interpreters must negotiate their own contract terms and conditions, including rates, with private entities. Private Entities are also referred to as "Freelance Customers." Note that some private entities are eligible to join MCD06 by written request to MCDHH (see section "Use of MCD06 Contract by Other Commonwealth Agencies and Entities").

PROMPT PAYMENT DISCOUNT

An optional discount offered by the bidder or contractor (interpreter) to the agency in exchange for earlier payment of submitted invoices. Examples include a 2% discount for invoices paid within ten days of receipt ("2%/10") and a 1% discount for invoices paid within 20 days of receipt ("1%/20"). The interpreter indicates participation in the Prompt Payment Discount program on the Standard Contract / Standard Contract Amendment form by checking the desired PPD percentage. The PPD is then automatically applied to all of the interpreter's MCD06 invoices automatically. As an example, consider a \$100 invoice. An interpreter offering a 2% discount for invoices paid in 10 days will receive \$98 but will be paid in ten days rather than 45. An interpreter offering a 1% discount for invoices paid within 20 days will receive \$99 and get payment in 20 days rather than 45.

RATE-RELATED DEFINITION: BASE RATE

The basic hourly rate an individual interpreter is eligible for, based on type of certification/MCDHH approval and years of certification and also type of interpreting provided, e.g., court/legal and DeafBlind.

RATE-RELATED DEFINITION: ADD-ON FEE

A dollar amount appearing on the Rate Sheet as a "Fee" that is added to the interpreter's invoice once for a particular service. An example is the "Equipment Transport Fee."

RATE-RELATED DEFINITION: ADD-ON RATE

A dollar amount appearing on the Rate Sheet as a "Rate" that is added to the interpreter's invoice as an increase in their hourly rate for a particular service. An example is the court/legal approved additional hourly rate.

REQUESTER

Any individual, agency, or organization requesting interpreter service through the MCDHH Interpreter/CART Referral Services. The Requester is expected to coordinate with the Payer prior to contacting MCDHH's Interpreter/CART Referral Service to ensure that the requested service(s) will be paid for upon receipt of invoice(s).

RID, Inc.

Registry of Interpreters for the Deaf, Inc. A professional membership-based national organization of sign language interpreters/transliterators that also administers a national certification system and oversees the awarding of continuing education units (called CEUs). The examination function, previously performed by RID, has been transferred to a separate entity the Center for Assessment of Sign Language Interpreters (CASLI).

VENDOR PAYMENT SCHEDULE

The period of time between receipt of a vendor's invoice and issuance of payment, established by the Office of the State Comptroller by authority of state finance law MGL Chapter 7A § 5. Agencies/departments are expected to comply with the vendor payment schedule unless vendors/contractors offer prompt payment discounts, in which case agencies/departments are expected to issue payments in a shorter period of time in order to take advantage of the discounts. At the time this document is being prepared (April 2022), the Commonwealth's vendor payment period is 45 days.

VENDORWEB

An internet application established and maintained by the Office of the State Comptroller that allows contractors such as interpreters to view their payment history and planned payments from Executive Branch Commonwealth agencies. VendorWeb may be accessed at <https://massfinance.state.ma.us/VendorWeb/VendorInstruction.asp>. VendorWeb allows interpreters to view details of past and future EFT payments; for instance, the specific invoices (agencies and dollar amounts) making up the total dollar amount of each EFT payment to the interpreter.

Legislative Authority

In December 1985, the passage of Chapter 716 of the Acts of 1985, established the Commission for the Deaf and Hard of Hearing. The specific section of the Law, M.G.L. Chapter 6 § 196 (see the appendix for the full law) mandating a statewide Interpreter/CART Referral Service reads as follows:

“The Commission shall maintain and coordinate a statewide Interpreter Referral Service for use by any public and private agencies and individuals for any situation including emergencies.”

MCDHH is authorized to conduct the Contract Interpreter procurement for all Executive Branch agencies by Code of Massachusetts Regulation pursuant to; MGL 112 CMR 3.00: Commission for the Deaf and Hard of Hearing: Procedures and structures for the provision of Interpreter for the Deaf and Hard of Hearing by state agencies. Thus, MCDHH is responsible to establish qualifications and standards for Interpreters/Transliterators who provide services to Deaf, Oral Deaf, Late-Deafened, DeafBlind, and/or Hard of Hearing individuals in a variety of settings.

For All Users of the MCD06 Contract: The Department of Interpreter/CART Services

The Communication Access Services Division provides numerous services within MCDHH on behalf of the Commonwealth of Massachusetts, some of which are:

- Managing the Statewide Interpreter/CART Referral Service.
- Providing interpreter services to consumers through use of staff and contract interpreters.
- Purchasing Interpreter and CART services when no other entity is legally mandated to do so.
- Providing Interpreter, Transliterators, and Deaf Interpreter Screening services, as well as the Legal Interview, to approve qualified applicants as appropriate.
- Establishing the standard for fees to be charged by freelance interpreters for state paid assignments.
- Providing interpreter and CART Captioner training periodically in response to interpreter and CART Captioner feedback and request and in cooperation with the Massachusetts Registry of Interpreters for the Deaf, Inc., the Massachusetts State Association of the Deaf, Western Massachusetts Association of the Deaf, Hearing Loss Association of America, Association of Late-Deafened Adults, National Court Reporters Association and/or other community organizations and professional associations with the goal of increasing the number and diversity of communication access providers on the MCDHH contracts who accept paid assignments from the CART/Interpreter Referral Department.
- Providing advocacy to agencies, businesses and consumers regarding interpreter and CART services and related policies.
- Providing consultation and training to agencies, businesses and consumers regarding interpreter and CART services and related policies via the telephone or referral to the CATTS (Communication Access, Training and Technology Services) Department for 'on-site' trainings.
- Providing consultation, technical assistance and recommended standards of qualification for working Interpreters/Transliterators.
- Providing consultation on interpreting or CART arrangements in educational settings, and at conferences, hearings and similar events.
- Providing advocacy on behalf of consumers and interpreters on communication access and billing issues.
- Engaging in activities to increase the available pool of qualified interpreters and CART Captioners in-state.

The Communication Access Services Division also provides communication access for MCDHH employees in accordance with the Americans with Disabilities Act (ADA).

For All Users of the MCD06 Contract: The Interpreter/CART Referral Service

What is the MCDHH Statewide Interpreter/CART Referral Service?

One of the most important functions of the MCDHH is the statewide Interpreter/Transliterators and CART Referral Service. MCDHH provides referral services to meet the diverse communication needs of Deaf, Oral Deaf, Late-Deafened, DeafBlind, and Hard of Hearing people in a variety of settings including medical, mental health, and legal. Although MCDHH employs staff interpreters, the majority of requests are filled by freelance Interpreters/Transliterators on contract. All CART requests are filled by freelance CART Captioners.

The Interpreters/Transliterators referred by MCDHH must hold certifications from the national Registry of Interpreters for the Deaf (RID, Inc.), the National Association of the Deaf (NAD), the Texas Board for Evaluation of Interpreters (BEI), or be MCDHH Approved.¹ All Interpreters/Transliterators are required to adhere to a strict Code of Professional Conduct established by NAD/RID. CART Captioners enter the profession through a variety of routes and, at present, have no single certifying body. Regardless of professional path, CART Captioners are approved by MCDHH and are required to adhere to strict standards of professional conduct.

Who uses the Interpreter/CART Referral Service?

- Requesters (person or entities who are paying for the service).
- Consumers (Deaf, Hearing, Hard of Hearing, Late-Deafened, DeafBlind, etc.).
- Providers of communication access services

What are the working hours of the Interpreter/CART Referral Service?

Referral Specialists work from 8:45 am to 5:00 pm every day that is a business day for the Commonwealth of Massachusetts

Is there an After-Hours Emergency Interpreter/CART Referral Service?

Yes.

What does the After-Hours Emergency Interpreter/CART Referral Service do?

A Pilot After Hours Emergency Service was begun on April 22, 2022, in which on-call interpreters are available to respond to multiple types of emergencies across the state. MCDHH made the determination to continue the After Hours Emergency Service and it continues to run at this time.

Who should make a request for an Interpreter/Transliterators or CART Captioner?

Deaf, Hard of Hearing, DeafBlind, Late-Deafened and Hearing individuals representing a group or agency such as non-profit organizations, schools, employers and businesses are all consumers of Interpreter/Transliterators or CART Captioner services. The request for this service must come from the court, private doctor, individual or agency responsible for **paying** for the service.

¹ Throughout this document, the term "**certified**" will be used instead of the wordier and more cumbersome phrase, "RID / NAD and possibly BEI certified."

A booked interpreter request constitutes a contractual obligation to pay for the services that are requested.

How and where can the requester make a request?

- **Place a request online using the form on MCDHH's web site, <https://www.mass.gov/how-to/how-to-request-an-asl-interpreter-or-cart-provider>**
- **Place an emergency legal, medical or mental health request 24 hours a day, 7 days a week.** Call the Interpreter/CART Referral Service at 800-249-9949 voice/TTY.
- **Contact MCDHH with any questions you may have regarding requesting or communication access services at 617-740-1600 voice/tty or 617-326-7546 VP.**

How far in advance should requests be placed?

Except for emergency mental health, medical and legal requests, no assignments are accepted with less than two business days' advance notice. Requesters are advised that requests need to be placed as early as possible, because freelance interpreters / transliterators / CART Providers often fill their schedules up to three months in advance. Every attempt will be made to fill requests; however, all requests are subject to the availability of interpreters / transliterators / CART Captioners. Priority will be given to those requests involving urgent mental health, medical and legal matters. Generally, MCDHH will notify the Requester as soon as an interpreter has been booked. A check-in date will be established with the Requester prior to conferences and certain meetings. It can vary between one week, one month, and two months when rescheduling is not an option. MCDHH will continue looking for interpreters / CART Captioners until two business days prior to the assignment, giving the Requester a two business-day notification if the job is unfilled unless otherwise stated.

Can consumers give feedback about the interpreters, transliterators or CART Captioner? Can Requesters, Payers, or interpreters provide feedback about the Interpreter/CART Referral Service?

Yes, we welcome and encourage feedback. Information will be shared internally and with the specific individual as appropriate. Names will not be used without the consumers' permission. Feedback may be provided by e-mail to the Director at cat.b.dvar@mass.gov, or can be submitted to the Referral Specialist who handled the request, who will then forward it to the Director. **An online feedback form is under development. It will be posted on MCDHH's web page when available.**

MCDHH will continue looking for interpreters / CART Captioners until two business days prior to the assignment, giving the Requester a two business-day notification if the job is unfilled unless other arrangements are made.

For All Users of the MCD06 Contract: Staffing of the Interpreter/CART Referral Service

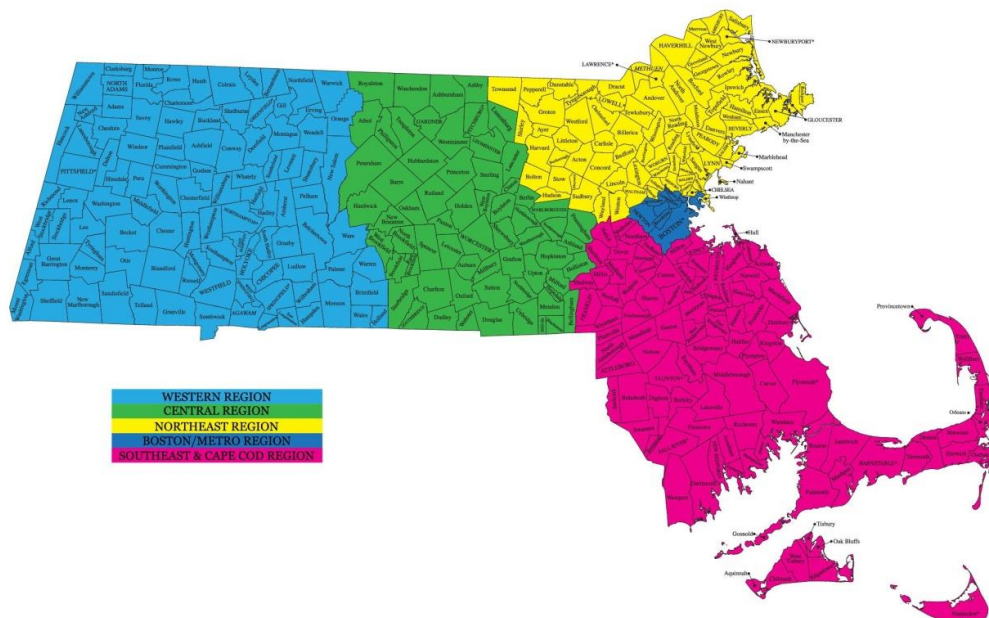
Staffing of the Interpreter/CART Referral Service

The Interpreter/CART Referral Services Supervisor oversees the Interpreter/CART Referral Service and reports directly to the Director of Communication Access Services.

Interpreter/Transliterators and CART requests are divided into geographical areas of the state and specialties with a Referral Specialist assigned to each area or specialties.

The areas/specialties are:

- Boston/Metro – Medical
- Boston/Metro – General
- Western Mass
- Statewide Court/Legal
- Central Mass
- Statewide CART
- Northeastern Mass
- Southeastern Mass, Cape Cod and Islands
- Statewide SUD (Substance Use Disorders)



Referral Specialists can be reached at their regional e-mail addresses:

- BostonMedical.Ref@mass.gov
- Boston.Ref@massmail.state.ma.us
- ReferralSpecialistCentral@mass.gov
- Southeast.Ref@massmail.state.ma.us
- Northeast.Ref@massmail.state.ma.us
- SUD.Ref@mass.gov
- Legal.Ref@massmail.state.ma.us
- CART.Ref@massmail.state.ma.us
- West.Ref@mass.gov
- MCDHHPressConference@mass.gov
- ReferralIntake@MassMail.State.MA.US

Mandatory and Exclusive Use of the MCD06 Contract by Executive Branch Agencies

In March 2012 a Policy Initiative, **“Quality Assurance Policy for ASL Interpreter and CART Services,”** was adopted by the Executive Office of Health and Human Services on behalf of the Executive Branch of the Commonwealth of Massachusetts mandating that all Executive Branch agencies obtain communication access services exclusively through MCDHH’s Interpreter/CART Referral Service. The Policy Initiative contains the following statement:

The Code of Massachusetts Regulations, 112 CMR 3.00, establishes structures and procedures for the provision and purchase of interpreter services for the Deaf and Hard of Hearing by state agencies. The Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH, or the Commission) Interpreter/CART Referral Service is designated by statute, MGL c. 6 sec. 196, as the central point for state agencies to obtain services of interpreters for the Deaf and Hard of Hearing constituents [112 CMR 3.02(2)]. The Commission is authorized to establish and maintain standards of quality for interpreters, and Executive Branch agencies are accordingly expected to obtain both general and specialized interpreter and CART services exclusively from contracts administered by MCDHH (MCD01[interpreter], MCD08 [CART] and successor contracts). The Legislative Branch, the Constitutional Offices, the Public Institutions of Higher Education, and Independent Public Authorities are excluded from mandatory compliance but may voluntarily obtain both general and specialized interpreter and CART services from contracts administered by MCDHH.

MCDHH is the central point of contact for state agencies to obtain qualified American Sign Language (ASL) Interpreters and Communication Access Real Time Translation (CART) services. MCDHH establishes standardized credentials and compensation rates for ASL interpreting and CART services.

Effective communication access can only be assured when the specific communication needs of an individual are matched with a qualified interpreter in possession of the knowledge and skills necessary to meet that individual’s needs. The MCDHH Interpreter/CART Referral Service knows the particular needs of the people it serves and the expertise of each of the interpreters and CART Captioners contained in the Interpreter/CART Referral Service roster.

For the protection of Deaf, Hard of Hearing, and DeafBlind constituents as well as agency personnel and others involved in service delivery, all Executive Branch agencies are to obtain ASL interpreter and CART services exclusively from the procurement contracts MCD01 (interpreters), MCD08 (CART Services) and any subsequent contracts for these services administered by MCDHH.

As the successor contract to MCD01, MCD06 is the contract that Executive Branch agencies must use “to obtain ASL interpreter and CART services exclusively from the procurement contracts MCD01 (interpreters), MCD08 (CART Services) and any subsequent contracts for these services administered by MCDHH.”

MCDHH knows that the demand for qualified interpreters continues to exceed the supply, a situation that is likely to continue in the foreseeable future. In recognition of this reality we suggest the following:

1. Agencies and Requesters should review the chart in the section **“For All Users of the MCD06 Contract: The Interpreter/CART Referral Service”** which contains guidance on

how far in advance requests should be made and when Requesters should check in with Referral

2. Establishing one or more alternate dates for the event can increase the likelihood that communication access can be found for at least one of the dates; consulting with Referral when choosing primary or alternate dates can be helpful because Referral may be able to suggest scheduling options with fewer known conflicts and competition for communication access resources
3. As noted in the section “**For Requesters: Special Situations – Communication Access Requests for Public Events, Conferences and Other Advance-Registration Settings,**” an advance discussion with the Director of Communication Access Services can be helpful in planning a communication access strategy most likely to yield filled requests
4. Finally, some communication situations might appropriately use MCDHH’s **Contract MCD05: Video Remote Interpreting Services**. Agencies interested in learning more about this Limited User Contract for *wired* VRI services should contact Jane Sokol Shulman at jane.sokol.shulman@mass.gov.

List of Executive Branch Agencies

The following list, published by the Office of the State Comptroller and accurate as of January 17, 2018, identifies all Executive Branch agencies. In accordance with the March 2012 Policy Initiative, **“Quality Assurance Policy for ASL Interpreter and CART Services,”** adopted by the Executive Office of Health and Human Services on behalf of the Executive Branch of the Commonwealth of Massachusetts, Executive Branch agencies are mandated to obtain communication access services exclusively through MCDHH’s Interpreter/CART Referral Service. These agencies ***need not take any further action to participate in MCDHH’s communication access contracts MCD06 for Interpreter Services or MCD08 for CART Captioner Services (or successor agreements).*** The exception is Public Institutions of Higher Education, which may voluntarily obtain both general and specialized interpreter and CART services from contracts administered by MCDHH.

As noted in the first paragraph of the **“Quality Assurance Policy for ASL Interpreter and CART Services”** in the preceding section, Public Institutions of Higher Education are excluded from mandatory compliance but may voluntarily obtain both general and specialized interpreter and CART services from contracts administered by MCDHH.

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
ANF	ADD	1000	Developmental Disabilities Council
ANF	ALA	1376	Division of Administrative Law Appeals
ANF	ANF	1003	Executive Office for Administration and Finance
ANF	ATB	1004	Appellate Tax Board
ANF	BSB	1009	Bureau of State Office Buildings
ANF	CSC	1385	Civil Service Commission
ANF	DCP	1019	Division of Capital Asset Management
ANF	DOR	1028	Department of Revenue
ANF	GIC	1049	Group Insurance Commission
ANF	HPC	1055	Health Policy Commission Board
ANF	HRD	1056	Human Resources Division
ANF	LIB	1061	George Finegold Library
ANF	OHA	1077	Massachusetts Office on Disability
ANF	OSD	1080	Operational Services Division
ANF	PER	1082	Public Employee Retirement Administration
ANF	TRB	1106	Massachusetts Teachers' Retirement System
DOT	DOT	1030	Massachusetts Department of Transportation
EDU	BCC	1005	Berkshire Community College
EDU	BHC	1006	Bunker Hill Community College
EDU	BRC	1381	Bristol Community College
EDU	BSC	1010	Bridgewater State University
EDU	CCC	1373	Cape Cod Community College
EDU	DOE	1026	Department of Elementary and Secondary Education
EDU	EDU	1036	Executive Office of Education
EDU	EEC	1037	Department of Early Education and Care
EDU	FRC	1047	Framingham State University

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
EDU	FSC	1048	Fitchburg State University
EDU	GCC	1389	Greenfield Community College
EDU	HCC	1051	Holyoke Community College
EDU	MAS	1063	Massasoit Community College
EDU	MBC	1064	Mass Bay Community College
EDU	MCA	1207	Massachusetts College of Art & Design
EDU	MCC	1066	Middlesex Community College
EDU	MMA	1070	Massachusetts Maritime Academy
EDU	MWC	1072	Mount Wachusett Community College
EDU	NAC	1396	Massachusetts College of Liberal Arts
EDU	NEC	1073	Northern Essex Community College
EDU	NSC	1075	North Shore Community College
EDU	QCC	1085	Quinsigamond Community College
EDU	RCC	1086	Roxbury Community College
EDU	RGT	1088	Department of Higher Education
EDU	SSA	1103	Salem State University
EDU	STC	1104	Springfield Technical Community College
EDU	UMS	1109	University of Massachusetts System
EDU	WOR	1113	Worcester State University
EDU	WSC	1114	Westfield State University
EED	DOB	1024	Division of Banks
EED	DOI	1027	Division of Insurance
EED	DOS	1029	Division of Standards
EED	EED	1038	Executive Office of Housing and Economic Development
EED	MMP	1395	Massachusetts Marketing Partnership
EED	OCD	1076	Department of Housing and Community Development
EED	REG	1087	Division of Professional Licensure
EED	SCA	1090	Office of Consumer Affairs and Business Regulation
EED	SEA	N/A	Department of Business Development
EED	TAC	1105	Department of Telecommunications and Cable
EHS	CHE	1368	Soldier's Home Massachusetts
EHS	DMH	1022	Department of Mental Health
EHS	DMR	1023	Department of Developmental Services
EHS	DPH	1031	Department of Public Health
EHS	DSS	1034	Department of Children and Families
EHS	DYS	1035	Department of Youth Services
EHS	EHS	1039	Executive Office of Health and Human Services
EHS	ELD	1040	Executive Office of Elder Affairs
EHS	HLY	1053	Soldiers' Home, Holyoke
EHS	MCB	1065	Massachusetts Commission for the Blind
EHS	MCD	1067	Commission for the Deaf and Hard of Hearing
EHS	MRC	1071	Massachusetts Rehabilitation Commission
EHS	ORI	1078	Office for Refugees and Immigrants
EHS	VET	1110	Department of Veterans Services
EHS	WEL	1112	Department of Transitional Assistance

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
ENV	AGR	1002	Department of Agricultural Resources
ENV	DCR	1020	Department of Conservation and Recreation
ENV	DPU	1033	Department of Public Utilities
ENV	ENE	1041	Department of Energy Resources
ENV	ENV	1042	Executive Office of Energy and Environmental Affairs
ENV	EQE	1045	Department of Environmental Protection
ENV	FWE	1046	Department of Fish and Game
ENV	SRB	1102	State Reclamation Board
EOL	EOL	1043	Executive Office of Labor and Workforce Development
EPS	CDA	N/A	Emergency Management Agency
EPS	CHS	1014	Department of Criminal Justice Information Services
EPS	CJT	1015	Municipal Police Training Committee
EPS	CME	1016	Chief Medical Examiner
EPS	DFS	1021	Department of Fire Services
EPS	DOC	1025	Department of Correction
EPS	DPS	1032	Department of Public Safety
EPS	EPS	1044	Executive Office of Public Safety & Homeland Security
EPS	MIL	1069	Military Division
EPS	PAR	1081	Parole Board
EPS	POL	1084	Department of State Police
EPS	SOR	1101	Sex Offenders' Registry
ITD	ITD	1060	Executive Office of Technology Services & Security

USE OF MCD06 CONTRACT BY OTHER COMMONWEALTH AGENCIES AND ENTITIES

Executive Branch agencies are automatically eligible to use MCD06. In addition to Executive Branch agencies, the MCD06 contract is available for use by defined agencies and eligible entities upon request. These eligible entities are:

1. Cities, towns, districts, counties and other political subdivisions;
2. Executive, Legislative and Judicial branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions and quasi-public agencies;
4. Local public libraries, public school districts and charter schools;
5. Public hospitals owned by the Commonwealth;
6. Public institutions of higher education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth; and
9. Other entities when designated in writing by the State Purchasing Agent.

Commonwealth agencies and other entities listed above wishing to participate in contract MCD06 must request and receive the permission of MCDHH to do so. An individual **authorized to make binding contractual agreements on behalf of the agency or entity** should send an e-mail to the Procurement and Contracting Manager of MCDHH at mcd06contract@mass.gov indicating that the agency or entity agrees to abide by the terms and conditions set forth in this document and requesting participation in contract MCD06.

For Requesters: Using MCDHH's Interpreter/CART Referral Service and the MCD06 Contract

Requesters place job requests with MCDHH's Interpreter/CART Referral Service. Some but not all of these Requesters represent Commonwealth agency participants on the MCD06 contract. The following table summarizes the types of Requesters using MCDHH's Interpreter/CART Referral Service and their obligations relative to the MCD06 contract:

Requester	Able to Use MCDHH's Referral Service?	Uses MCD06 Contract?	Uses MCDHH-Designed Billing Form? ^{*2}
MCDHH	Required	Yes	Yes
Executive Branch agency ³	Required	Yes	Check with agency regarding requirements for billing form / format
Other Commonwealth agency ⁴	Yes	May, upon prior request to MCDHH	Check with agency regarding requirements for billing form / format
Other Commonwealth agency ⁵	Yes	If agency opted not to participate in MCD06, terms and conditions, including rates, are negotiated between Interpreter and Payer	Check with agency regarding requirements for billing form / format
Private entity	Yes	<u>MCD06 does not ordinarily apply</u> – terms and conditions, including rates, are negotiated between Interpreter and Payer <u>Exception</u> – if the private entity petitioned MCDHH for permission to join MCD06 and permission was granted	N/A

² MCDHH offers three standard billing forms for MCDHH-paid assignments, as noted in the section "After the Assignment." These forms are available in MS Word format in the "Attachment" section of the COMMBUYS posting of Contract MCD06. The MS Word format allows MCD06 agencies to tailor and customize the form(s) as appropriate for their own use.

³ Agencies participating in the MCD06 contract may be found on the COMMBUYS listing for the MCD06 contract. The list includes Executive Branch agencies plus any other agencies that have requested and received MCDHH's permission to participate in the MCD06 contract

⁴ Ibid.

⁵ Ibid.

Any interpreter desiring access to job requests from any of the requester categories in the above table must participate in the MCD06 contract.

The MCDHH Standard Billing Form is under revision. When completed it will be announced and made available on MCDHH's web page.

Structure and Function of the Interpreter Contract

The MCDHH establishes and maintains a Contract for American Sign Language Interpreters and Translators for the Deaf and Hard of Hearing, informally known as the "Interpreter Contract." Interpreter enrollment in the contract is on a rolling basis in that qualified interpreters and translators may be added at any time.

MCDHH is the lead agency developing this contract on behalf of a number of Commonwealth agencies. Any Commonwealth agency may use this contract simply by making a request to do so with the Contract Manager, Jane Sokol Shulman, at MCDHH. E-mail requests to mcd06contract@state.ma.us.

The functions of the Interpreter Contract are as follows:

- To allow individual Interpreters/Translators to be on the MCDHH roster of Interpreters/Translators for referral to assignments by the Interpreter/CART Referral Service for both state and private assignments.
- To allow MCDHH and other state entities to pay Interpreters/Translators who are covered by the Interpreter Contract.
- To eliminate the need for other state entities to establish their own individual contracts with each Interpreter/Translator whom the entity might possibly need to use by providing a single contract that any state entity can utilize; and
- To enable MCDHH to fulfill its statutory mandate for maintaining quality of services.

Cost of Interpreter/CART Referral Service:

- The referral of Interpreters/Translators is provided free of charge and without fees to any participants.

Requirement for using the Interpreter/CART Referral Service:

- The Interpreter/Translator must complete appropriate contract and Referral Services documents; and
- The Interpreter/Translator must complete a personal interview if new to the contract.

For All Users of the MCD06 Contract: What Is Included in MCDHH's Interpreter Contract

Contract MCD06: American Sign Language Interpreters and Transliterators for the Deaf and Hard of Hearing incorporates a number of provisions, terms and conditions by reference. These include:

- Commonwealth of Massachusetts Standard Contract Form – This is the form containing your name, address, Vendor Code, and other information specific to Contract MCD06 and MCDHH. MCDHH asks that all MCD06 contractors complete this form and return it to us. You can find the current version of the Standard Contract form here: <https://www.mass.gov/lists/osd-forms#contract-forms-and-attachments-for-all-goods-and-services->
- Commonwealth Terms & Conditions – This is a separate document (previously part of the Standard Contract Form) that contains instructions for completing the Standard Contract form, general guidelines governing the purchase of goods or services by the Commonwealth from any contractor, references to other regulations and Executive Orders, and a variety of other information affecting your MCD06 contract. This form is yours to keep. This form, in *.pdf format, can be found here: https://www.macomptroller.org/wp-content/uploads/instructions_standard-contract-form.pdf.
- RFR Required Specifications of Commodities and Services – These are the basic contracting provisions that the Operational Services Division requires all contractors and contracting agencies to follow. These provisions are part of the MCD06 bid solicitation or RFR include use of COMMBUYS, the Supplier Diversity Program, and prompt payment discounts. This form is located at : <https://www.mass.gov/lists/osd-forms#contract-forms-and-attachments-for-all-goods-and-services->
- Terms, conditions, policies and procedures included in this document

MCD06 contract participants with questions about any of these documents are encouraged to contact MCDHH's Procurement & Contracting Manager at mcd06contract@mass.gov.

For Interpreters and Transliterators: How to Join MCD06, the Limited User Contract for American Sign Language Interpreters and Transliterators for the Deaf and Hard of Hearing

Skilled interpreters and transliterators who are not nationally certified should contact the Screening and Evaluation Coordinator at MCDHH when they believe they are ready to accept and perform interpreting jobs on a freelance basis. The sequence of events is as follows:

The individual should join RID⁶.

1. Interpreters and transliterators who are not certified must undergo MCDHH's ASL Interpreter Screening or Deaf Interpreter Screening; screening is waived for any certification recognized in the MCD06 rate chart (see "MCD06 Compensation Structure: An Overview"). The individual undergoes the interview portion of the interpreter screening process first.
2. If the individual passes the interview portion of the screening, they undergo the performance portion of the screening process.
3. If the individual passes the performance portion of the screening process, they will be given an MCD06 contract to sign. They will be invited to meet with the Director of Communication Access Services or their designee for an informational meeting.
4. Once the contract is executed, they will become eligible for job referrals through the Interpreter/CART Referral Service.

A nationally certified interpreter wishing to join MCDHH's interpreter contract is exempt from the screening requirement but must contact the Interpreter/CART Referral Service for a personal meeting and orientation.

Contacting MCDHH's Screening Coordinator:

Interested individuals may contact the Screening Coordinator at MCDHHScreening@mass.gov. All screening materials must be submitted electronically to that address except for application fees, which should be sent by US Mail to:

Screening Coordinator
MA Commission for the Deaf and Hard of Hearing
600 Washington Street
Boston, MA 02111

Individuals may also call 617-740-1600 (voice), 617-740-1700 (TTY), or 617-326-7546 (VP), or e-mail to MCDHHScreening@mass.gov.

About MCDHH Interpreter/Transliterators Screening:

- 1) Non-certified hearing, Deaf parented and Deaf Interpreters seeking referrals from MCDHH must be approved by the MCDHH Interpreter Screening Team and complete the Interpreter Contract forms before any referrals will be made. Interpreter screenings are offered 8 to 12 times per year from September through June.
- 2) The MCDHH Interpreter Screening approves non-certified hearing and Deaf Interpreters for sign language interpretation and transliteration.

⁶ As the BEI certification grows in acceptance nationally, MCDHH may review and revise this requirement.

- 3) MCDHH recognizes that MCDHH Approved Interpreters/Transliterators, while they may not possess the skill level necessary to achieve national certification, may be appropriate for limited referrals at the entry level. Therefore, MCDHH Approved Interpreters/Transliterators will receive referrals from the MCDHH Interpreter/CART Referral Service according to their screening approval and the nature of the assignment.
- 4) MCDHH Approval for Interpreters/Transliterators is good until there is a new, fully redesigned Screening in place.
- 5) *Screened interpreters working under MCD06 or its successor Interpreter Contracts must join RID's Associate Continuing Education Tracking (ACET) program and earn 1.2 CEUs (12 hours) of training or mentoring per year.*
- 6) As above in point 5), Screened interpreters must submit documentation of their 1.2 CEUs (12 hours) of training/mentoring per year to the Screening and Evaluation Coordinator at MCDHHScreening@mass.gov annually and timely in order to maintain their Screened status

Interpreters holding national certification from RID, Inc. are eligible to be placed on the Interpreter/CART Referral Service roster after completing the interpreter contract process and meeting with the Referral Services Supervisor or with their designee for an interview and orientation to the Interpreter/CART Referral Service.

The MCDHH Interpreter Screening Team must approve interpreters having no national certification before being eligible for an interpreter contract and being placed on the roster. As noted above in point 5), MCDHH Approved Interpreters/Transliterators are required to acquire further interpreter training and/or experience to obtain RID certification.

Interpreters/Transliterators are encouraged to be actively involved with professional interpreter organizations and to both maintain and improve their skills through continuing education and in-service trainings.

Continuous membership in RID is required for all interpreters on the Interpreter Contract. Interpreters must supply annual proof of membership renewal.⁷

Reciprocity:

MCDHH does not honor reciprocity of other state screening/quality assurance/exams.

⁷ As the BEI certification grows in acceptance nationally, MCDHH may review and revise its definition of seniority.

For Interpreters and Transliterators: COMMBUYS Registration Requirement

On March 24, 2014 the Operational Services Division (OSD) launched COMMBUYS, a state-of-the-art electronic Market Center to support online commerce between government purchasers and business.

All individuals and businesses holding contracts with Executive Branch agencies are required to register as vendors on COMMBUYS. This is a "once-and-done" process; in other words, once you register on COMMBUYS you do not have to do so again no matter how many other Commonwealth contracts you seek to join. You will need to maintain your COMMBUYS vendor registration and update it from time to time (see below).

Registration does require a little patience as well as a broadband internet connection. OSD offers a variety of informational resources to help. [COMMBUYS Vendor Registration | Mass.gov](#)

Note that when the COMMBUYS training uses the words "Business Tax ID Number," it is referring to whatever tax identification you use: your Social Security Number or your Taxpayer Identification Number.

Once registered on COMMBUYS, individuals are responsible for maintaining their vendor registrations. There are two types of updates and/or modifications you are likely to make as time goes on.

- Changing/updating your address, e-mail address, and related information
- Adding additional commodity codes to tell the system what areas in which you are interested in receiving information about bid opportunities and possible contracts

You can make adjustments in both these areas by logging into COMMBUYS, clicking on the "Seller Administration" rectangle at the upper far right, and then clicking on the "Maintain Organization Information" icon. That will bring you to a screen similar to the one shown on the following page:



COMMBUYS relies on a system of commodity codes based on the United Nations Standard Products and Services Code (UNSPSC). All participants in the MCD06 contract **must** sign up for the following commodity code:

The UNSPSC for Interpreters and Translators for the
Deaf and Hard of Hearing is:
82-11-20, In Person Language Interpretation Services

Individuals needing assistance with the COMMBUYS vendor registration process are encouraged to contact the COMMBUYS Help Desk at commbuys@state.ma.us or 1-888-627-8283 (voice).

During the term of Contract MCD06 COMMBUYS may integrate with the Commonwealth's MMARS accounting system to share accounting, finance, and electronic payment functionalities. If this integration occurs, MCD06 contractors will be given the informational support they need to navigate system changes.

Qualifications for Court/Legal Interpreters

Massachusetts General Law (MGL Chapter 221 § 92A) requires the Massachusetts Commission for the Deaf and Hard of Hearing to “coordinate all requests for qualified interpreters...” for court and legal related cases (taken from MGL Chapter 221: Section 92A, paragraph beginning “Qualified Interpreter”). For this reason, MCDHH determines whether or not an interpreter is “qualified”. In determining qualification for such assignments, MCDHH uses the following credential, training and experience review and criteria as a first step, in determining if an interpreter is qualified to be considered for court/legal referrals:

- 1) National RID, Inc. certification required, Specialist Certificate: Legal (SC: L), Conditional Legal Interpreting-Relay (CLIP-R), BEI: Legal,
- 2) or completion of 80 hours of court/legal training and 100 hours of court/legal induction; and completion of MCDHH’s legal screening.

Because a large portion of out-of-court legal situations could potentially lead to or affect a court case, it is the policy of MCDHH to refer only qualified legal interpreters to any assignment it deems legal.

For Providers of Interpreter and Transliterators Services: Pilot Methodologies

In recognition of the rapidly evolving nature of the field of interpretation and in further recognition that demand for sign language services significantly exceeds supply, MCDHH is open to novel ways of providing **quality** sign language services, with or without the use of technology as an adjunct, on a pilot basis.

In her 2009 "Welcome from the Commissioner" letter published in the FY'10 version of the MCD01 Interpreter Contract document, Commissioner Heidi L. Reed wrote:

We are beginning the first year of a contract whose maximum anticipated duration is nine years. Much can change in nine years.... The field of interpreting itself may undergo changes in the next nine years.... Already in Massachusetts we have seen the growth of video-based interpreting. The next nine years will see an evolution and possibly a crystallization of a business relationship between video-based services and MCDHH. Other technologies may develop as well, and we at MCDHH will be not only in the policy forefront but in the implementation forefront, maintaining our role as the leading agency to which other states look for guidance and a role-model.

Throughout the term of Contract MCD01 we included a provision allowing the inclusion of provider-proposed "Pilot Technologies" that met certain criteria. We believe this provision adds value to the Interpreter Contract and will continue it through the term of MCD06. The criteria for Pilot Technologies remain the same:

In order to take advantage of technological advances as promptly as possible we are allowing practitioners of new technology interpreting methods to join MCD06 on a pilot basis at any point in time during the term of the contract including any and all options to renew providing they meet the following criteria:

- Meet the certification and screening requirements for MCD06 participation described elsewhere in this document; and
- Agree to adhere to the NAD/RID Code of Professional Conduct contained in this document.

Individuals believing, they can provide sign language services (English to ASL and vice versa; transliteration; trilingual; CDI; or another form of manually coded language) should send a proposal to:

Director of Communication Access Services
MCDHH
600 Washington Street
Boston, MA 02111

The proposal may also be e-mailed to mcd06contract@state.ma.us.

The proposal should describe the service(s) they would provide, their qualifications to provide that service, and any additional information deemed relevant. The Director of Communication Access Services and the Procurement and Contracting Manager will evaluate the proposal. Appropriate next steps will be taken, which may include one or more auditions of the service(s) being proposed at no cost to MCDHH.

If successful, we will then negotiate pilot performance terms and a rate structure consistent with both overall MCD06 rates and the Commonwealth of Massachusetts's criterion of "best value."

Any pilot contracts will remain in effect for one year or until the next MCD06 renewal, whichever is longer, unless performance under MCDHH's Quality Assurance Program indicates that the pilot

methodology does not meet our standards, in which case the contract will be terminated. If a pilot contract is terminated for performance reasons, the contract holder may not reapply for at least eighteen months and must show compelling proof of improved performance for MCDHH to reconsider the application. Under extraordinary circumstances the pilot technology program may be extended at the discretion of the Procurement and Contracting Manager, the Director of Communication Access Services, or the Commissioner, MCDHH.

For Interpreters, Requesters and Consumers: Communicating Basic Information with the Interpreter/CART Referral Service

The data management system now in use by MCDHH's Interpreter/CART Referral Service contains a powerful feature allowing Interpreter/CART Referral Specialists to make knowledgeable and effective job assignments when requests are made. To take fullest advantage of this capability, all participants in the communication event must maintain accurate and up-to-date **profiles**.

Interpreters: The starting point of the interpreter profile is the Interpreter Data Sheet. Interpreters should keep a copy of their most recently submitted form, review it periodically, and update the information as necessary in the system. The Interpreter Data Sheet is included in the back of this document in the "For Reference" section.

Interpreters should report any of the following status changes to Ms. Lori Novak at MCDHH:

- Address;
- Telephone, TTY, fax, videophone, or e-mail address;
- Name, such as through marriage or divorce;
- W-9 status;
- Change from using Social Security Number to a Taxpayer Identification Number such as an EIN;
- Professional certification status; and/or
- General availability for assignments

Ms. Novak should be informed before any changes are made in the data management system

Copies of new certifications should be submitted electronically to the Department of Communication Access Services. If you have or are anticipating an address change or change of name (through marriage or divorce, for instance), please contact the Department and we will send the forms and paperwork required to process these changes.

Consumers: The Interpreter/CART Referral Service maintains key consumer information on file in the database. This information is collected in the Consumer Profile Form and input into the database. Consumers are encouraged to keep a copy of their Profile Form and review it periodically to make sure that the Referral Service has current information. Among the most important points for Referral to know are:

- The type of interpreter service required (ASL interpretation, oral transliteration, etc.)
- Contact information
- General preferences for interpreters, such as gender
- Specific preferences for interpreters in different situations; examples include:
 - medical settings
 - mental health settings
 - legal settings
 - workplace/employment settings

Requesters: At initial contact with MCDHH's Interpreter/CART Referral Service certain very basic information about the requester will be collected to set up the record in the database. This information is summarized in the Requester Profile, in the "For Reference" section of this document.

Much more extensive information is exchanged with the Interpreter/CART Referral Service when a specific job request is placed. This information is detailed in the section of this document entitled, "For Requesters: Information to Provide When Placing a Request."

For Interpreters and Requesters: Insurance Coverage

All interpreters are encouraged to secure their own liability/malpractice insurance coverage. Current RID, Inc. members in good standing are eligible for group rates for insurance coverage through RID, Inc. Interpreters and transliterators should be advised that a number of requesters using MCDHH's Interpreter/CART Referral Service will only contract with interpreters and/or transliterators who carry liability insurance.

The Commonwealth of Massachusetts insures and indemnifies its own public employees, including interpreters employed as staff of a public agency. The applicable law is MGL Ch. 258 [Sec. 8](#) (insurance) and [Sec. 9](#) (indemnification).

- This law applies **only** to **MCDHH's staff interpreters as well as to interpreters holding staff positions with other Commonwealth agencies** and provides coverage regardless of whether they are performing a job for MCDHH or the state agency they work for, for a different state agency, for a not-for-profit organization, or for a private entity.
- This law does **not** apply to other freelance interpreters holding MCD06 contracts, even if the jobs are with an MCD06-contracting agency or entity.
- This law also does not apply to individuals who are MCDHH staff interpreters but who are performing interpreter jobs as freelancers, for example during evenings and weekends on their own time.
- MGL Ch. 258 Sec. 8 and Sec. 9 do not cover grossly negligent, willful, or malicious conduct.

For Requesters: It is essential that the Interpreter/CART Referral Service know if you require that interpreters carry liability and malpractice insurance. Make sure this information is included in your Profile and provide it again when you place a job request.

For Interpreters: Having liability and malpractice insurance will increase your eligibility for a wider range of assignments. As noted above, you are encouraged to obtain this insurance. Keep the Interpreter/CART Referral Service up to date on the status of your insurance coverage.

IMPORTANT NOTE: Although MCDHH's staff interpreters are insured when performing jobs in the community, MCDHH's Interpreter/CART Referral Service cannot guarantee to any requester that its job request will be filled by a staff interpreter. See the section, "Job Assignment by MCDHH's Interpreter/CART Referral Service" for additional information.

For Requesters: Information to Provide When Placing a Request

When contacting the Interpreter/CART Referral Service to place a job request the Requester will be connected to an Intake Specialist who will ask for information crucial to process the request:

1. Name, telephone number and organization (if applicable) of the requester.
2. Date and time an interpreter/transliterators and/or CART Captioner is needed, and length of assignment.
3. If it is an on-site assignment, address of the assignment including specifics: the name of the building, court or clinic, which floor, room number, etc. Whereas if it's a remote assignment, the Zoom or other remote link and any other technical information required to access the online meeting/event.
4. The nature and format of the meeting (e.g., medical appointment, platform lecture, staff meeting, civil or criminal court case, docket number, etc.).
5. Names of Deaf and/or Hard of Hearing participants and their preferred mode of communication (e.g., American Sign Language, oral, signed English, etc.), if known, and names of participants who will be using CART services (these individuals are generally referred to as "consumers", and also names of non-Deaf (i.e., hearing) consumers.
6. Special equipment to be used (e.g., microphone, overhead projectors, video, etc.); for CART requests, specify if projection service will be required and what equipment, if any you will provide (e.g., monitor, overhead projector, LCD plate, projection screen, etc.) for jobs where you are requesting both interpreters and CART.
7. Any specialized vocabulary and handouts that will be used during the event.
8. Contact information that the interpreter(s) can use to contact the consumer (unless the assignment is a conference, a presentation to an audience in which the consumers may not be known in advance, a confidential substance abuse meeting, or a similar situation in which it is either impossible or inappropriate for the interpreter and the consumer to communicate in advance).
9. Names interpreters / transliterators / CART Captioners who are especially good matches linguistically for the consumer(s), if known. Often consumers prefer specific communication access providers. These providers will be contacted first to honor the consumer's preference if possible. Alternatively, if there is an interpreter / transliterator / CART Captioner who is/are not a good match, please inform the Intake Specialist as well.
10. Name and telephone numbers of the on-site contact person at the assignment.
11. Payment information: the name, address and telephone numbers of the person who is responsible for paying for the interpreter. ***The request cannot be processed without confirmed billing information.***
12. Any special instructions or requests, including but not limited to:
 - a. Billing
 - b. Proof of liability and/or malpractice insurance
 - c. Proof of vaccination or other immunization
 - d. Check-in procedures

Requesters are asked to follow up with the Interpreter/CART Referral Service if the assignment situation, location, remote link, time frame or any other pertinent information changes after the request is placed.

REQUESTERS SHOULD BE MINDFUL OF THE MCD06 CANCELLATION POLICY.

Cancellations need to be placed via our online cancelation form at <https://www.mass.gov/forms/request-to-cancel-interpreting-cart-services> OR with a live person, either way no later than 4:30 p.m., in order to be recognized. Cancellations should not be made by e-mail or left on voicemail.

The period before an assignment in which a request may be cancelled without financial penalty is two full business days. To cancel, call MCDHH's front desk at 617-740-1600 (voice) or 617-326-7546 (VP) or use the online form <https://www.mass.gov/forms/request-to-cancel-interpreting-cart-services>. Cancellations made less than two full business days prior to the day of the assignment are subject to billing by the interpreter(s) and CART Captioner(s).

More details are provided in the section, "For All Users of MCD06 and For Jobs Filled by MCDHH Staff and Freelance Interpreters: Special Circumstances."

Discussion of how the cancellation interval is computed appears in the section, "For All Users of MCD06 and For Jobs Filled by MCDHH Staff Interpreters: Fee-Related Definitions, Formulas, and Calculations."

PLEASE NOTE: Placing a request does not guarantee that the Interpreter/CART Referral Service will be able to fill the request. Service is subject to availability of communication access providers.

For Requesters: Special Situations – Communication Access Requests for Public Events, Conferences and Other Advance-Registration Settings

For certain types of events communication access requests must be made before the specific consumers needing the communication access services are identified. MCDHH calls these "**Special Situations.**" They include public hearings, governmental listening sessions, conferences, and community events. In this section, MCDHH presents procedures for handling logistics and reasonable accommodations for **Special Situations.**

MCDHH **requires** that the requesting agency do the following:

- Designate an internal point of contact, generally called a "Communication Access Coordinator," for handling logistics and reasonable accommodations for public hearing/events. This internal point of contact will be the individual who will coordinate with MCDHH's Interpreter/CART Referral Service.
- Insert language regarding communication access within public hearing announcements, bidders' conference postings on COMMBUYS and event announcements in all media and formats that identifies a means of requesting reasonable communication access accommodation via a point of contact with email and phone and deadline for making the request. That deadline for requesting communication access should be at least two weeks before the event. It is helpful for the Communication Access Coordinator to keep the Referral Specialist apprised of communication access requests as the registration process progresses.
- Utilize a posting and accommodation notification timeline for the agency to obtain communication access accommodation requests from attendees and make ASL interpreter and CART requests with MCDHH Interpreter/CART Referral Service. Again, it is helpful for the Communication Access Coordinator to keep the Referral Specialist apprised of communication access requests as the registration process progresses.

For agencies planning reasonably large events such as multi-day workshops and conferences or high-profile events that cannot be rescheduled, MCDHH recommends that key agency individuals including the Communication Access Coordinator schedule a communication access strategy planning discussion with Ms. Cat Dvar, Director of Communication Access Services. She can be reached at cat.b.dvar@mass.gov.

In certain situations, including large events, requests for communication access (interpreters with or without CART Services) may be placed before specific consumers needing the communication access services are identified. In this case the event host should use a response form that includes a **communication access request drop-down box** or similar way for individuals to indicate their communication access needs. All invited to the event, and particularly those with communication access requirements, should be directed to respond to the event planner(s) with their intention to attend and any communication access needs no less than two weeks prior to the event. If no attendees indicate a need for the communication access services, then the requests can be cancelled and the services deployed in other areas of need.

Note: If the announcement for the event states that "communication access, including sign language interpreters and/or CART Services, will be provided," then these services should be provided even in the absence of requests for communication access.

In summary:

- Contact MCDHH Referral as soon as the public event is scheduled or give a minimum of two (2) weeks before the date of the event to make a preliminary request which can then be cancelled if no accommodations are needed.
- When the announcement for the event states that "communication access, including sign language interpreters and/or CART Services, will be provided upon request if indicated at least two weeks in advance" and the event planner(s) does/do not receive responses from specific consumers indicating needs for communication access services at that two-week point, the requester should contact MCDHH's Interpreter/CART Referral Service as soon as feasible to discuss whether the communication access request should be maintained. Factors to be considered include the profile of the event, past attendance of Deaf and/or Hard of Hearing individuals at similar events, and the need for communication access resources elsewhere in the community.
- Contact MCDHH Referral by calling: 617-740-1600.

Here are some examples of "Special Situations" that require the host agency or organization to take the steps outlined in this section:

- Requests from the Governor's Office - MCDHH suggests that communication access services should always be provided, even for informal situations such as town hall meetings and listening sessions
- Requests from the State House – MCDHH suggests that situational factors such as the nature of the event be taken into account when considering cancelling communication access services
- Public hearings held by state agencies
- Listening sessions held by state agencies
- Community events held and/or sponsored by state agencies
- Conferences / workshops / trainings
- General community events

A CHECKLIST FOR "SPECIAL SITUATIONS"

- The host agency should appoint an internal point of contact, known as the Communication Access Coordinator, as soon as the event is known if it is of significant scope, size or importance
- The Communication Access Coordinator should get in touch with the Interpreter/CART Referral Service to identify activities and a timeline to maximize the chances of obtaining full communication access for the event
- The event announcement(s) should use appropriate media and techniques (drop-down boxes for RSVPs, for example, with a deadline) to accurately identify whether communication access is needed
- The Communication Access Coordinator should coordinate and reconfirm with the Referral Specialist periodically, updating them as more information becomes available
- Close to the date(s) of the event(s) the host agency should identify an On-Site or Remote Contact and communicate their name, cell phone number, and any other appropriate contact information to the Interpreter/CART Referral Service

Job Assignment by MCDHH's Interpreter/CART Referral Service

Interpreter/CART Referral Specialists consider multiple factors in making a job assignment to the interpreter(s) who indicated interest in and availability for a particular assignment. These are some of the factors that figure prominently in job assignment decisions:

- Nature of the job: medical, courtroom, legal, college level, conference work, general service access, social or family events, and so on.
- Expressed individual preference of the Deaf consumer involved for particular interpreters with whom they work well.
- Certification level and additional specialized training and experience needed for the job; there are several levels or categories of certification qualifying the holder for particular types of jobs.
- Level of skill needed in American Sign Language, Oral Transliterating, Signed English, DeafBlind (tactile or limited vision) or gestural communication and non-ASL users, in order to accommodate the individual communication style of the Deaf/Hard of Hearing individual(s) involved.
- Region of the state in which the work is to be done, home base of the interpreter to be considered, range and willingness to travel from home base, and willingness of Requester to pay for mileage and travel-time.
- Availability for the particular time slot requested.

Within the constraints of the above-described matching of interpreter skills/experience, consumer(s) needs and job situation/requirements which must occur for optimal communication to take place, every effort is made by the Interpreter/CART Referral Service to distribute jobs equitably in a rotational fashion across the pool of qualified interpreters.

Although the Interpreter/CART Referral Service has as one of its goals, the successful filling of all interpreter requests, there are factors, which make it necessary for priority to be given in the filling of assignments. Generally, interpreter assignment will be filled in the following order:

- MCDHH agency requests;
- Emergency and emergency follow-up assignments;
- Requesting entity: EOHHS, Governor's Office, State House, MEMA, Executive Branch agency (not ranked in order)
- Problematic assignment such as assignment previously cancelled due to lack of interpreter services; and then
- All other requests

[Note that the above list applies to non-court, non-legal requests. Court and legal requests are handled separately from other types of requests and have their own methodology for prioritizing requests.] In the event of more than one interpreter indicating interest in a particular assignment, the job is generally assigned to the best qualified interpreter based on the above criteria.

Interpreters who are deemed qualified by MCDHH are eligible for referral to legal and court related situations in accordance with MGL Chapter 221 § 92A. See the appropriate section of this document for details of the qualification standards.

The number of interpreters referred to an assignment will be agreed upon by the Interpreter/CART Referral Service and the requester in advance and based on the nature of the assignment, consultation with the Referral/Interpreter Supervisor, and interpreters' expressed needs. The following general guidelines are used:

- One interpreter for each assignment of two hours or less in which there are natural breaks dispersed throughout the assignment, e.g., medical appointment, hands-on training in which the consumer works independently at times, etc.
- One interpreter for each on-site assignment of one and a half hours or less in which there are no natural breaks, e.g., lectures, discussions, meetings, trainings, etc., and the requester agrees to take a break halfway through the assignment.
- Two interpreters for assignment of more than one hour in which there are no natural breaks and the requester provides no breaks, or it is remote
- Additional interpreters accommodate the complexity and/or specific requirements of an assignment (such as, DeafBlind, CDI, concurrent sessions, varying communication needs, large audience, "live" or "streamed" event, remote work, etc.)

Performing Arts / Sports / Entertainment Requests

Due to the nature of performing arts (rehearsal time, skills, etc.), sports and entertainment interpretation MCDHH Interpreter/CART Referral Service does not find interpreters for these requests. MCDHH does maintain and distribute a list of interpreters who are interested in performing arts interpreting to requesters. Freelance interpreters interested in being on the list should check off the box on the Interpreter Data Sheet or contact the Department of Interpreter/CART Services at MCDHH.

MCDHH does accept interpreter requests for casting meetings, performance planning meetings, and auditions.

State Colleges/Universities Classroom Interpreting Requests

MCDHH does refer interpreters to state colleges and universities for entire semester/quarter-long commitments. Freelance interpreters accepting work in colleges and universities are advised to accept only assignments for which they have the appropriate skill and background knowledge. Requesters are advised that not every interpreter is qualified for every subject area even if they hold certifications.

Private Colleges/Universities Classroom Interpreting Requests

Due to the complexity of scheduling interpreters for an entire semester/quarter of college level classroom interpreting services, MCDHH does not provide referrals for private colleges/universities classroom interpretation requests. MCDHH does maintain and distribute to private colleges/universities requester a list of interpreters willing to contract privately with colleges and universities. Freelance interpreters accepting work in colleges and universities are advised to accept only assignments for which they have the appropriate skill and background knowledge. Requesters are advised that not every interpreter is qualified for every subject area even if they hold certifications.

The Interpreter/CART Referral Service can accept requests for meetings, staff trainings, graduations, campus tours, events, and similar short-term assignments at private colleges and universities.

Interpreter Services and Other Third Parties: MCDHH's Interpreter/CART Referral Service cannot accept interpreter requests from entities acting as intermediaries between requesters and consumers, such as interpreter placement services.

Interpreter – Requester Communication

Following job acceptance, interpreters **must** contact the requester as soon as feasible to exchange details about the assignment. The interpreter will obtain information from the requester such as:

- Any check-in procedure and/or location for on-site assignments; any remote information that might not have been shared in the request.
- Special instructions regarding proof of insurance and vaccination;
- The nature and format of the meeting (e.g., medical appointment, platform lecture, staff meeting, civil or criminal court case, etc.);
- Number of participants and their names;
- Special equipment to be used (e.g., microphone, overhead projectors, video, etc.);
- Any specialized vocabulary and handouts that will be used during the event;
- Contact information for the consumer(s);
- Name and telephone numbers of the assignment's contact person
- ***Name and telephone number(s) for person to contact if unforeseen circumstances arise before the assignment; obtaining this contact information is especially critical if bad weather is forecast for the time surrounding the assignment;*** and
- Confirmed billing information and any agency/organization-specific billing form if the assignment is not MCDHH-paid.

Interpreters will give information such as approximate job cost.

Three business days prior to the assignment, because details often change in the interval between booking and assignment, interpreters should reconfirm job location and other key details with the requester three days before the assignment. If this is a team assignment, reach out to the other team members.

INTERPRETERS ARE ADVISED TO DOCUMENT THEIR PRE-ASSIGNMENT COMMUNICATIONS WITH REQUESTERS

If a billing problem arises later, MCDHH's Interpreter/CART Referral Service can only intervene to help interpreters who have followed instructions and can verify that they have completed these steps.

On the day of the assignment interpreters are expected to dress appropriate to the situation and behave in a manner that properly reflects the profession. For on-site assignments, interpreters should also be mindful of the site's security requirements and have their MCDHH-issued identification cards available for inspection. For remote assignments, interpreters should be well versed in the assignment's on-line platform and have all associated software downloaded and ready to go (Zoom, Teams, GoogleMeet, etc.).

Interpreters should plan to arrive early for most assignments to allow sufficient time to prepare to begin working. If an interpreter anticipates that they will be late (more than 10 minutes later than the actual starting time of the assignment) they should contact MCDHH or the on-site or remote contact person.

If you must cancel an assignment:

- If the interpreter must cancel acceptance of an assignment, they are responsible for finding a replacement. Since consumers often have a preference for certain interpreters, the interpreter must contact the appropriate Interpreter/CART Referral Specialist to get names and phone numbers of appropriate replacements. The interpreter must notify the Interpreter/CART Referral Specialist of the final arrangement. If MCDHH is purchasing the interpreter service, MCDHH will not pay a replacement interpreter unless notification of the replacement interpreter has been given to the Interpreter/CART Referral Specialist prior to the assignment and the replacement interpreter has a valid MCD06 Contract with MCDHH.
- Unless the cancellation is due to an emergency, the interpreter is responsible for contacting the Requester as well as MCDHH to advise both parties of the change of the booked interpreter's availability.
- In the event of an emergency resulting in an inability to appear for an assignment, the interpreter must contact the MCDHH Interpreter/CART Referral Service. The Interpreter/CART Referral Specialist will attempt to find a replacement. If unable to find a replacement, MCDHH will notify the requester. The interpreter is responsible for contacting the requester directly when MCDHH is closed (e.g., for a weekend assignment, bad weather delayed opening or closure). ***Interpreters performing assignments for non-MCD06 government agencies or private entities should be sure to negotiate in advance payment responsibility for an emergency resulting in the interpreter's inability to appear for an assignment.***
- The topic of inclement weather and jobs covered by the MCD06 contract is addressed in the subsection, "Unforeseen Events, Inclement weather and State of Emergencies" in the section entitled, "Special Circumstances." ***Interpreters performing assignments for non-MCD06 government agencies or private entities should be sure to negotiate in advance payment responsibility in the event of inclement weather.***

Reports of noncompliance with the Standards of Professional & Ethical Conduct or with MCDHH policies and procedures may be discussed with the interpreter by the Director of Communication Access Services and appropriate action taken (e.g., suspension of referrals). Refer to the section, "Performance Expectations for MCD06 Interpreters and Transliterators: MCDHH'S Quality Assurance Program."

Again, because assignment details often change after a request is placed, we emphasize the importance of following up with the Requester to clarify the issues listed above, to confirm billing details, and to verify the accuracy of travel directions.

For Requesters: Quick Reference Guide

Information of particular importance to Requesters appears throughout this document in sequence with the steps associated with obtaining and providing communication access. For convenience MCDHH is also creating this one-page compilation of the most important information for Requesters.

- Online requests are **STRONGLY** encouraged because it helps us streamline all requests.
 - Do not use online means for placing last minute requests; that is, requests under two business days away. If you are placing a last-minute request for **medical, mental health, and legal interpreting services**, contact the MCDHH's Front Desk (617-740-1600 voice) or the Emergency Number at 800-249-9949.
- Be aware that making a request does not guarantee service. We rely mostly on Freelance Contractors, who often fill their schedules two weeks to 2 months in advance.
- The Department asks that Requesters place requests with a minimum of two weeks lead time whenever possible.
- All cancellations must be placed via the MCDHH online form at <https://www.mass.gov/forms/request-to-cancel-interpreting-cart-services> or by contacting the Front Desk at 617-740-1600 no later than 4:30 p.m. This ensures that we receive your request in a timely manner and are able to document receipt of your request. A documented cancellation can, in many times, prove that the Requester complied with the two-business-day cancellation policy and thus is not liable for payment.
- Interpreters and CART Captioners will charge a mandatory appearance fee equal to 2 hours at their hourly rate for any assignment up to 2 hours in length, and then bill incrementally after that. This means that whether the assignment is 30 minutes or 2 hours, the fee will be the same.
- We assign providers based on best linguistic match for consumers.
- We have guidelines for the number of interpreters needed for a job based on the length and nature of assignments. Please see the discussion of number of interpreters referred to an assignment in the section, "Job Assignment by MCDHH's Interpreter/CART Referral Service."
- For onsite assignments, it is extremely helpful to designate an onsite contact person responsible for room access, auxiliary equipment such as projectors, IT connections, any specialized lighting, and related matters and to provide their contact information to Referral for use by the interpreters/CART Captioners if need arises. For remote assignments, a designated contact person is also recommended, to help the interpreters or CART Captioners connect to the meeting timely if needed.
- If there is a consumer no-show, the interpreter or CART Captioner will still be paid for their assigned time.
- In the event of inclement weather, it is the Interpreter and CART Captioner's responsibility to contact the requester to negotiate the circumstances and notify the Department of the outcome.

Requesters whose agency or organization intends to pay for **MCDHH Staff Interpreters** by credit card, debit card, ACH, or other electronic payment method should inform Referral when placing the request. Contact MCDHH at mcd06contract@state.ma.us for information.

Performance Expectations for MCD06 Interpreters and Transliterators: MCDHH's Quality Assurance Program

One of the key functions of MCDHH, listed in its enabling statutes (Massachusetts General Laws Chapter 6, Section 194), is to improve quality of services to Deaf and Hard of Hearing persons. To this end MCDHH's Quality Assurance Program encourages agencies, requesters, consumers, and all other individuals and entities associated with service delivery by interpreters to share feedback, compliments and complaints in order to help MCDHH achieve this goal.

General Feedback, Compliments & Complaints

As this document makes clear, the quality of communication access the consumer receives is the result of the effective interaction of individuals in several roles. These individuals and their roles include:

- **Requesters**, who provide information about the job (communication situation)
- **Referral Specialist(s)**, who use the information provided by the Requester and other data to identify the best interpreter(s) for the assignment of those available
- **On-Site and Remote Contacts**, if available, who help make sure the room and its equipment (projector, WiFi connections, microphones, telephones, specialized lighting, other equipment that may be needed if CART is also used) are available and working appropriately and that any remote technology is functioning as intended/expected (Zoom links, WiFi connections, etc.).
- **The Interpreter(s)**, who perform the final step in providing communication access

Any of these individuals can make for a wonderful or for a disappointing experience, and MCDHH wants to hear from you. Instructions on how to communicate feedback, whether compliments or complaints, are at the end of this section.

Feedback, Compliments & Complaints About an Interpreter or Transliterator

The foundation of MCDHH's Quality Assurance Program is the seven tenets that collectively make up the NAD - RID Code of Professional Conduct. They may be found at <https://www.rid.org/ethics/code-of-professional-conduct/> and are:

1. Interpreters adhere to standards of confidential communication.
2. Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
3. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
4. Interpreters demonstrate respect for consumers.
5. Interpreters demonstrate respect for colleagues, interns, and students of the profession.
6. Interpreters maintain ethical business practices.
7. Interpreters engage in professional development.

The **NAD - RID Code of Professional Conduct** exists to protect and guide interpreters and consumers. All interpreters are expected to adhere to its provisions at all times.

In somewhat more detail, the components of MCDHH's Quality Assurance Program include but are not limited to:

- **Ongoing skill development** through the continuing education program of the Registry of Interpreters for the Deaf (RID) membership.
- **Use of a computerized survey tool for feedback** that will standardize and simplify feedback collection and also will be designed to elicit positive feedback, not just complaints.⁸
- **Involvement of the consumer community** through a program of feedback solicitation.
- **Performance feedback** in all types of communication situations in which the individual interpreter does jobs, including general audience platform work if the interpreter accepts such assignments.
 - Documentation of complaints: in order to protect the quality of interpreter services in the Commonwealth of Massachusetts for the consumer and for the profession of interpreters, consumers and requesters are strongly encouraged to contact the Director of Communication Access Services if they have a complaint about an interpreter. The consumer/requester will be asked to give a detailed description of the complaint. A written complaint is preferred. If requested, the consumer/requester's name will be kept confidential. Complaints will be shared with the interpreter only if signed, and the interpreter will have an opportunity to respond to the issues raised. Anonymous complaints will be handled like feedback, used as one element of an overall picture of the Interpreter's performance. Anonymous feedback will not trigger action by the Director of Communication Access Services.
 - In the event that the MCDHH Quality Assurance Program uncovers unfavorable performance reports about a specific interpreter, MCDHH may, at its discretion, obtain additional feedback by direct observation as promptly as possible in as many instances as necessary to determine whether the original report was a single occurrence or a pattern.
 - Specific types of feedback:
 - Breaches of MCDHH policies: if the complaint is one of lateness, inappropriate attire, distracting behavior, or failure to notify MCDHH of need to cancel an assignment, the complaint will be documented in writing. If two or more complaints of a similar nature are received within a six-month period, the interpreter will be asked to meet with the Director of Communication Access Services. A follow-up letter documenting the meeting will be sent to the interpreter and placed in the interpreter's file at MCDHH. If a complaint is again received, the Interpreter and the Director will negotiate a specific agreement for remediation of the situation.
 - Breaches of the NAD - RID Code of Professional Conduct: if the complaint is a violation of the RID, Inc. Code of Professional Conduct, the complaint will be documented and placed in the interpreter's file. The Director may inform the consumer about the RID, Inc. grievance procedure.
- **In the event an interpreter receives unfavorable feedback that represents a pattern rather than a single occurrence**, a meeting will be held with the Director of Communication Access Services, MCDHH's Procurement & Contracting Manager, and the interpreter to present the findings, reach consensus on what constitutes acceptable performance relative to the findings, and agree on appropriate and specific skill development activities to be completed by a specific date. The defined and transparent process of discussion, skill-building activities, and on-the-job observation may include:
 - One or more live or online training courses;

⁸ The survey is under development. We anticipate implementing it during the term of Contract MCD06.

- Teamed interpreting jobs with a mentor; or
- Some other activity to be suggested by one of our senior interpreters whom we consult for comment and recommendation.
- **Progressive sanctions** will be built into the program in a transparent manner in the event that the interpreter receiving unfavorable feedback is unwilling or unable to bring their on-the-job performance to an acceptable level, in order to maintain overall Provider quality at the level required by statute.
 - After the skill development activities are completed, the interpreter may be allowed to accept only a restricted type of job for a period of time, or the jobs may be monitored, and/or feedback may be requested at an increased level. If performance is still not improved to the level agreed-upon as acceptable, the interpreter may be suspended from receiving job referrals for a period of time.
- **A specific amount of time for improvement** will be built into the skill-enhancement program in a transparent manner so that the interpreter is fully aware of MCDHH's expectations. If the problem is not corrected after two opportunities to improve, the interpreter's contract may be terminated.
- **Termination decisions** are made by the Commissioner, MCDHH, with the advice and recommendation of the Director of Communication Access Services and only in the most intractable cases.
- **In especially egregious incidents of violation of one or more core tenets of professional conduct** the Director of Communication Access Services and the Procurement & Contracting Manager may recommend to the Commissioner, MCDHH, that penalties be imposed on the interpreter. Such penalties may range from suspension up to and including contract termination.

What Happens After Submitting Feedback, Compliments & Complaints

MCDHH will share compliments with the individual(s) mentioned in the feedback and will put copies of the correspondence in their file(s).

If the feedback is a complaint, MCDHH will review the complaint within ninety (90) days. We will conduct our own independent fact-finding. We will take appropriate action after looking into the situation.

Feedback, Compliments & Complaints Should Be Directed to:

MCDHH
Director of Communication Access Services
600 Washington Street
Boston, MA 02111

Cat.b.dvar@mass.gov
617-326-7546 VP
9:00 AM – 5:00 PM, Monday through Friday

Comments may also be submitted using an online form:

<http://www.mass.gov/eohhs/gov/departments/mcdhh/programs/cart/cart-interpreter-feedback.html>

For particularly egregious single-instance infractions by an Interpreter, Requesters may at their discretion report the situation to RID. MCDHH requests that the Requester share a copy of the written communication with the Director of Communication Access Services.

MCD06 Compensation Structure: An Overview

The Massachusetts Commission for the Deaf and Hard of Hearing is charged with establishing rates for interpreter services in 112 CMR 3.00. Rates are established at the beginning of the MCD06 contract term and will remain in effect for the duration of the contract or renewal period. MCD06 stakeholders (Interpreters and Translators, Consumers, Requesters, Payers, and/or "representatives of organizations, associations, and service providers of or working with Deaf, Hard of Hearing, DeafBlind, and Late-Deafened persons in the Commonwealth" as noted above) may petition the Commissioner, MCDHH, in writing to review and revise the rates by October 31 for a change to be effective the following July 1. The written petition should contain a specific proposal for a rate modification and the reason for it. The Commissioner, MCDHH shall review the petition and, if accepted, will convene a Public Hearing to elicit comment from stakeholders.

The rate structure has two components:

- a **base rate**, which depends on the interpreter's screening / certification status and years of seniority, and
- **specialization surcharges or add-on rates and fees**, self-explanatory as described in the comments below the grid.

The full MCD06 Rate Chart may be found on MCDHH's Web Site, here: <https://www.mass.gov/info-details/interpreter-service-rates-fy23>. The MCD06 rate schedule may be found on the "Attachments" section of the MCD06 contract in COMMBUYS, <https://www.commbuys.com/bsol/>. These rates apply to all assignments placed by MCD06 agencies. ***These rates do not apply to Commonwealth agencies not participating in the MCD06 contract or to private entities. Interpreters must negotiate standard rates and rate-related policies directly with the paying entities for these assignments.***

A list of current MCD06 contractors and their rates is placed in the "Attachments" section of the MCD06 contract in COMMBUYS, <https://www.commbuys.com/bsol/>. This list is updated approximately quarterly.

MCD06 Compensation Structure: Base Rates

The elements of MCD06 Base Rate are **Seniority** and **Certification Level**.

Seniority: MCDHH recognizes that interpreter skill level increases with long-term membership in RID or NAD and concomitant continuing education. Therefore, the MCD06 rate structure contains a system of rewarding years of certification (i.e., "seniority") with raises in compensation rate. This built-in seniority raise occurs automatically every five years on the anniversary date of the interpreter's certification. *Interpreters should notify the Interpreter/CART Referral Service if their seniority-triggered rate increase does not happen automatically.*

Seniority is based on the number of years of continuous certification. Any years where certification has lapsed will not be included in the calculation of seniority. An interpreter believing that she or he should have the lapsed years counted towards seniority for rate computation purposes may contact the Director of Communication Access Services. The Director's determination will be final.

Certification Level: MCDHH recognizes four certification levels:

- Fully Certified Sign Language Interpreter / Oral Transliterators (NIC, BEI, CI, CT, NAD III, IV, V, OIC, IV, OIC, OTC, and CSC. CDI and RCS)
- Partially Certified Sign Language Interpreter / Oral Transliterators (IC/TC pr OC pr TC pr OIC:V or OIC:S. any current provisional certification offered by RID)
- MCDHH Screened Level II (with RID Written Exam)
- MCDHH Screened Level I (ASL/spoken English Interpreter, Deaf Interpreter, Oral Transliterators)

MCD06 Compensation Structure: Specialization Surcharges or Add-On Rates and Fees

Certain specialization surcharges or add-on rates and fees may be added to the interpreter's base rate. These specialization surcharges include but are not limited to:

- ***On-Site / In-Person Assignments Fee.***
- ***MCDHH DeafBlind Approved*** - rate in situations when the interpreter provides a method of interpretation requiring ongoing physical contact for the purpose of providing communication access. Such methods include but are not limited to tactile signing, pro-tactile, Haptics, tracking, print on palm, Rochester Method, Lorm Method, and Tadoma Method; close visual signing is not eligible for the DeafBlind differential. Information on consumers requiring DeafBlind interpreting is gathered from the Consumer Profile and the Massachusetts Commission for the Blind. Data on interpreters qualified to provide these types of DeafBlind interpreting is taken from the Interpreter Data Sheet. Close visual signing is not eligible for the DeafBlind differential. Instead, close visual signing is eligible for a "close vision approved" addition to the interpreter's base hourly rate when interpreters are booked to provide this type of interpretation.
- ***MCDHH Trilingual Approved*** – Applies to those who have completed an approved Trilingual training.
- ***Trilingual Interpreter Certified*** – Applies to those who hold the Trilingual Certification, master or advanced, from BEI. The language triad is ASL, spoken English, and spoken Spanish.
- ***ASL / Spoken English Court / Legal Approved.***
- ***Deaf Interpreters Court / Legal Approved.***
- ***International Sign (IS) Accreditation*** - Applies to those who are a WFD-WASLI Accredited IS Interpreter (from one Sign Language to another Sign Language).

Please note: additional add-on rates and fees may be added from time to time. Interpreters and other MCD06 users should check MCDHH's web site and COMMBUYS on a regular basis for announcements.

Billing by Vendors: Guidance on Late Penalty Interest and Late Fees

Timely bill paying is an important element of the partnership between Commonwealth agencies and their vendors. It is the policy of the Commonwealth and MCDHH to pay all valid, approved invoices no earlier than required by the applicable statute and to take advantage of discounts offered and available. Doing so is a cornerstone in effective cash management.

If a vendor / contractor has provided services in accordance with the relevant contract (in this case, MCD06 for interpreters or transliterators or MCD08 for CART Captioners), has properly submitted an invoice, and the invoice is not paid timely within 45 days, the vendor / contractor may bill for interest. The applicable regulations and statutes covering **late penalty interest** are 815 CMR 4.06; G.L. c. 29, § 20C and G.L. c. 29, § 29C.

Procedures for billing MCDHH for **Late Penalty Interest** are contained in 815 CMR 4.00. In short:

- The “clock” starts when MCDHH receives a correctly created invoice for an interpreting or CART Captioning job. Payment is due to the interpreter or CART Captioner in 45 days.
- If payment has not been received by 60 days, the interpreter or CART Captioner may make a demand for Late Penalty Interest in accordance with 815 CMR 4.05 (9).
- The amount of penalty interest shall be computed as follows: The payment due under the original invoice, multiplied by the number of days between the contract payment date and the date upon which the payment was actually scheduled, multiplied by the daily interest rate as set by the Commissioner of Administration and Finance. This methodology appears in 815 CMR 4.06 (4).

The use of **Late Fees** by MCD06 interpreters and transliterators or MD08 CART Captioners is prohibited by Comptroller’s Office regulations.

For All Users of MCD06 and For Jobs Filled by MCDHH Staff Interpreters: Fee-Related Definitions, Formulas, and Calculations

Minimum Payment

Interpreters will charge an appearance fee equal to two hours at their hourly rate. This appearance fee will include any specialization surcharges such as “Close Vision Approved” or “Legal Approved” or differentials such as the onsite differential that apply to the assignment and will cover the first two hours of the job itself.

Billing Increment

The billing increment is the ***quarter hour, i.e., fifteen minutes***. Interpreters should bill to the next quarter hour when submitting invoices

Mileage Reimbursement

Reimbursement for eligible mileage shall be at the rate paid to Commonwealth employees, including Commonwealth-employed sign language interpreters. Changes in rate for mileage reimbursement shall go into effect on the date such changes go into effect for Commonwealth-employed sign language interpreters or on the date such change is announced, whichever is later. In other words, this contract does not recognize retroactive mileage rate changes.

Interpreters shall receive mileage reimbursement, which also covers vehicular use and other vehicular costs, for trips of **20 miles or more one way**. Reimbursement shall be at the rate paid to Commonwealth-employed sign language interpreters, currently \$0.62 per mile, and is for the total distance traveled. This allowance covers fuel, tolls, parking, and vehicular wear and tear. ***No routine reimbursement for parking is covered by this contract.*** Trips less than 20 miles one way are not eligible for this allowance.

An interpreter’s parking fees will occasionally be reimbursed under certain situations, notably in those circumstances when critical communication access requests most likely would go unfilled in the absence of paid parking. The decision to reimburse parking is made by MCDHH’s Department of Administration and Finance in consultation with an appropriate Interpreter/CART Referral Specialist where necessary. The determination whether to reimburse parking by the Department of Administration and Finance is final.

Travel Time – Personal Vehicle

For travel 20 miles or more one-way, the interpreter will be paid travel time, or more specifically, interpreters will be compensated for time spent traveling as calculated by formula. Travel time pay is calculated by this method:

- Total miles divided by 50

- and then multiplied by ½ of the interpreter's hourly rate.

The result, in dollars, is the compensation for travel time.

Here is the formula algebraically:

$$\frac{(\text{miles})}{50} \times 0.5 [\text{hourly rate}] = \text{travel time reimbursement}$$

Example: The interpreter (whose hourly rate is \$30.00/hour) traveled a total round trip of 85 miles (42.5 miles each way).

- 85 divided by 50 = 1.7
- 1.7 times \$15.00 = \$25.50

So the compensation for time spent traveling is \$25.50.

Travel Time – Public Transportation⁹

MCD06 interpreters may bill for time spent on public transportation traveling to and from assignments to the next quarter hour. The allowed time is only while actually on public transit, not for time traveling to and from public transit access points or for time waiting for the public transit modality of choice.

Prompt Payment Discount (PPD)

MCD06 interpreters may receive earlier payment on their invoices to all MCD06 contracting agencies by offering a Prompt Payment Discount. Examples include a 2% discount for invoices paid within ten days of receipt ("2%/10") and a 1% discount for invoices paid within 20 days of receipt ("1%/20"). The current version of the Commonwealth of Massachusetts Standard Contract Form contains a section in which an interpreter can indicate Prompt Pay Discount percentages for payments made within ten, fifteen, twenty, and/or thirty days of invoice receipt by the paying agency.

As an example, consider a \$100 invoice. An interpreter offering a 2% discount for invoices paid in 10 days will receive \$98 but will be paid in ten days rather than the standard 45. An interpreter offering a 1% discount for invoices paid within 20 days will receive \$99 and get payment in 20 days rather than 45. Since the interpreter signs up for the prompt payment discount on the contract form, it applies to all MCD06 billings automatically.

Cancellation/No-Show

If cancellation of an assignment occurs with less than two full business days' notice, the interpreter will be paid for the time booked. This includes "no-shows" by consumer involved. **Please refer to the "Cancellation/No-Show" section of the "Special Circumstances" page for a detailed discussion with examples.**

⁹ As Contract MCD06 begins EOTC does not allow reimbursement for public transportation costs. If EOTC's policy changes, Contract MCD06 participants will be informed by the most appropriate mechanism(s).

Important Note for Requesters and Interpreters Regarding Cancellation Interval:

Requesters are responsible for paying interpreters for jobs that are cancelled with less than two full business days' notice between the day the cancellation was phoned in and the day of the assignment and are not responsible for payment for jobs that are cancelled with more than two business days' notice. ***The cancellation interval does not include evenings, weekends, and holidays.*** Here are some examples:

- Example #1: The job is scheduled for 6:00 to 8:00 p.m. Wednesday and is cancelled at noon on Friday. All days of that week are standard working days.
 - Friday is a partial business day and does not count towards the cancellation interval. Wednesday is the day of the assignment and likewise does not count.
 - Monday and Tuesday are full business days and DO count toward the cancellation policy.
 - Payment responsibility: The requester is ***not*** responsible for payment and the interpreter will ***not*** be paid for time booked because cancellation was made more than two full business days in advance.
- Example #2: The job is scheduled for 5:00 to 8:00 p.m. Wednesday and is cancelled by phone message at 6:00 p.m. on Friday. Tuesday is a holiday.
 - The call came after the close of business on Friday and does not count toward the cancellation interval. Tuesday is a holiday, not a business day, and does not count toward the cancellation interval. Wednesday is the day of the assignment and does not count toward the cancellation interval.
 - Monday is a full business day and DOES count towards the cancellation policy.
 - Payment responsibility: The requester ***is*** responsible for payment and the interpreter ***will*** be paid for time booked because cancellation was made less than two business days in advance.
- Example #3: The job is scheduled for 5:00 to 8:00 p.m. on Wednesday and on Tuesday at 9:00 a.m. the requestor contacts Referral to change the timeframe of the job to 6:00 to 8:00 p.m.
 - The timeframe change is considered a cancellation of the 5:00 to 6:00 p.m. time slot
 - The cancellation was made less than 2 business days before the job
 - Payment responsibility: The requester is responsible for payment of the whole timeframe and the interpreter will be paid for the total time booked.

If the interpreter travels to an assignment and the consumer is a no-show, if the assignment would have been eligible for the On-Site/In-Person Assignment Fee, billable mileage and travel time, the interpreter may bill for the On-Site/In-Person Assignment Fee, mileage and travel time since the consumer's non-appearance was beyond the interpreter's control.

However, if an assignment was booked on-site and is cancelled or changed to remote with less than 2 business days' notice, the interpreter may not bill for the On-Site/In-Person Assignment Fee, travel or mileage.

For All Users of MCD06 and For Jobs Filled by MCDHH Staff Interpreters: Fee Policies

Fee-related policies are applicable to assignments covered by the MCD06 contract and/or MCDHH staff interpreters:

- Assignments that are two hours or less will be paid a two-hour appearance fee.
- If during an assignment the number of hours of the assignment exceeds what was originally agreed upon, interpreters should notify the Interpreter/CART Referral Service within five business days of the assignment. If the service is not notified of the change, only the original hours contracted will be paid.
- If while at an assignment, the consumer dismisses an interpreter prior to the time originally contracted for, the interpreter may bill for the entire time, including eligible On-Site/In-Person Assignment Fee, mileage, and travel time.
- If an assignment is cancelled or the timeframe reduced with less than two business days' notice, the interpreter may bill for the entire time. Anticipated On-Site/In-Person Assignment Fee, mileage reimbursement and travel time may **not** be billed. See the examples in the previous section, "Fee-Related Definitions, Formulas and Calculations."
- If the interpreter is more than 15 minutes late or does not show up for the assignment, they may not bill for the entire time unless they re-negotiate the start/completion time with the consumer(s) and/or Requester.

If a requester/payer fails to compensate an interpreter for an assignment and the interpreter has attempted to resolve this matter, the Interpreter/CART Referral Service will provide advocacy to the interpreter to assist in the reimbursement for services after ninety (90) days only when the interpreter had also confirmed the fees and fee-related policies directly with the requester prior to the assignment. As noted in the section entitled, "Interpreter - Requester Communication," it is the responsibility of the interpreter to provide an estimate of the approximate job cost to the requester before the assignment.

Certification Changes Impacting Rates:

Individual interpreters may attain certification-based rate changes upon attaining:

- Initial national certification
- Legal interpreter certification / approval

Interpreters should keep the Interpreter/CART Referral Service informed of any changes in certification and submit copies of new certification(s). Certification-based and MCDHH approval rate adjustments will become effective once MCDHH has reviewed and processed the submitted certifications / documentation.

Changes to individual interpreter rates due to seniority level will be effective upon attainment of the next seniority level and will go into effect on the anniversary date that the next seniority increment is attained.

Invoice Payment:

The invoice payment interval, the period between an MCD06 agency's receipt of an error-free invoice and the time the Commonwealth's accounting system releases the check or electronic payment, is set by policy of the Office of the State Comptroller. The current policy is for payments to be made forty-five (45) days after receipt of error-free invoices. Individual interpreters can reduce this payment interval by agreeing to a Prompt Payment Discount (PPD). The Prompt Payment Discount is described with examples in the previous section, "Fee-Related Definitions, Formulas and Calculations."

Unpaid Meal Break:

Chapter 149 of Massachusetts General Laws Section 100 states that no person shall be required to work more than six hours without being able to take a break of at least thirty minutes.

Section 100. No person shall be required to work for more than six hours during a calendar day without an interval of at least thirty minutes for a meal. Any employer, superintendent, overseer or agent who violates this section shall be punished by a fine of not less than three hundred nor more than six hundred dollars.

Employees on this thirty-minute break do not get paid since they are not working for the employer.

This law has a few exceptions:

- If the **physical location** of the employee is restricted during the break period, then the employee may be paid. For example, if a receptionist is directed to eat lunch at the reception desk, then they should be paid for the lunch break. Inability to leave the building, either due to duration of meal break or because of facility constraints, is not ordinarily considered a "physical location restriction" if a break room, cafeteria, or location other than the immediate workspace is available.
- If the employee is **performing work** during the meal break period, then the employee may be paid. For example, if an interpreter is being served dinner at a banquet and also providing communication access for individuals at their table, then the meal break should be considered billable time.

If one of the above situations applies and the interpreter is restricted in physical location and/or required to work through the 30-minute meal break, the interpreter **MUST** inform the Referral Service Supervisor **BEFORE** submitting an invoice for the assignment. MCDHH's A&F Department automatically deducts 30 minutes from an invoice billing for a job over six hours if this half hour break is not already included in the bill. Absence of a confirmation from the Referral Service Supervisor creates a delay in invoice processing in order to verify the legitimacy of lack of a meal break.

For All Users of MCD06 and For Jobs Filled by MCDHH Staff and Freelance Interpreters: Special Circumstances

Job cancellation

- **By requester/payer:** If cancellation occurs with less than two business days' notice, a fee will be charged for the time booked, as it is generally too late for interpreters to replace the work. (There will be no charge for anticipated On-Site/In-Person Assignment Fee, mileage reimbursement or travel time.) When a requester/payer cancels a job, the Interpreter/CART Referral Service will contact the interpreter to notify him/her immediately. To assist the Interpreter/CART Referral Service in the process, all interpreters are encouraged to have voicemail, signmail, email, and/or a message service of some kind along with a cell or mobile phone. They should inform MCDHH how they prefer to be contacted with cancellation information. Interpreters are expected to acknowledge the cancellation message as soon as the message is received. Whenever possible, Referral staff will offer a replacement assignment when it is necessary to cancel an interpreter's scheduled work.

By MCDHH: When a requester cancels a job and it is paid by MCDHH, the Interpreter/CART Referral Service will notify the interpreter of the cancellation. If a cancellation is made two or more business days before the assignment, but the Interpreter/CART Referral Service is unable to contact the interpreter via any contact methods provided by the interpreter, the interpreter will not be paid for the cancelled job or travel time. If a job is cancelled with less than two business days' notice, the interpreter *may* bill for the time booked but not for travel time, an estimate of the mileage reimbursement, or the On-Site / In-Person Assignment Fee. If an entity other than Referral notifies the interpreter that the assignment has been canceled and the interpreter does not travel to the assignment, even if Referral has not notified the interpreter of the cancellation, because they did not travel to the assignment, they cannot bill for travel, mileage or the On-Site/In-Person Assignment Fee. If an MCDHH-paid job is cancelled within the two business day period, MCDHH reserves the right to offer the Interpreter another job to replace the booked job at the approximate same time, of the approximate same duration, and in the approximate same region that is appropriate for the particular interpreter if one is available.

- **By interpreter:** Please refer to the section, Cancellation of Assignment by Interpreter.
- **By team interpreter:** When one member of a team cancels an assignment and is unable to find a replacement, the other member of the team has the following options:
 - They may attempt to find a team member on their own and provide that information to MCDHH.
 - They may choose to do the assignment alone, negotiating with the requester and consumer as needed for breaks and other supports.
 - They may choose to cancel as well, and negotiate billing with the requester.

Cancellation of Assignments Booked Less than Two Business Days Prior to the Job

If the Interpreter/CART Referral Service books an assignment with an interpreter less than two business days prior to the job and subsequently cancels the assignment, the interpreter shall not bill for the cancelled job.

The Interpreter/CART Referral Service considers a request “unfilled” if a communication access provider cannot be identified two business days prior to the assignment and under most circumstances ceases efforts to fill the assignment. Interpreters therefore would not expect additional jobs and consequently would not expect to earn additional income in the two-business-day period. If a booking is made and then cancelled, there is no income loss to the provider because no income could reasonably be expected based on standard Interpreter/CART Referral Service policies and procedures.

This policy applies in all circumstance, regardless of how far in advance the request itself was made.

On-the-Job Questions

If an interpreter has a question or a problem arises at an interpreting assignment, contact the Referral Specialists.

Consumer “No-Show”

In cases where a consumer does not arrive at the scheduled time and place, whether onsite or remote, the interpreter should discuss with the contact person to reach an agreement about the time they will leave/log off.

If a consumer fails to appear and does not alert the interpreter or requester that they are late, the following guidelines are suggested:

- ALL DAY JOBS – Wait one hour, then contact MCDHH to inform the Interpreter/ CART Referral Services to see if they can reach the consumer. Evaluate situation; possibly wait another hour (if waiting for specific consumer).
- HALF-DAY JOBS – Wait one hour; contact MCDHH to inform the Interpreter/CART Referral Service you will be leaving the site.
- 2-3 HOURS MEETINGS – Wait 45 minutes; contact MCDHH to inform the Interpreter/CART Referral Service you will be leaving the site.
- 1-HOUR MEETINGS/APPOINTMENTS – Wait 30 minutes and contact MCDHH Interpreter/CART Referral Service.

Notes on “No-Show” Situations

Some all-day and half-day jobs are for general audience accessibly; waiting period guidelines may not apply to these situations. There is time when the interpreter should continue to provide services when no consumer has been identified. In these cases, the interpreter and requester can determine how communication access is best achieved. Solutions may include:

- Interpreting to the general audience, even without an identified consumer.

- Interpreting periodic announcements about the availability of interpreting services and location of reserved seating.
- Arranging for signage at registration area to indicate location of interpreter and reserved seating.

Occasionally an interpreter will have a team interpreting job and their team member(s) will not arrive at the job location or to the online meeting site. In this situation, the interpreter should contact the requester to negotiate an appropriately modified assignment if possible (more or more frequent breaks, for example, and/or rate if the requester does not participate in the MCD06 contract) before proceeding with the job on a solo basis. The MCDHH Interpreter/CART Referral Service should be informed about the situation as soon as possible.

If an interpreter or a consumer has a question or a problem arises at an interpreting assignment, contact the MCDHH Interpreter/CART Referral Service.

Unforeseen Events, Inclement Weather, and State of Emergencies

From time to time events occur outside the control of the interpreter that prevent him/her from performing a previously-accepted assignment, or prevent the previously-accepted assignment from being held as planned. Some examples include snowstorms; a major traffic accident causing multiple highway closures; a large power outage preventing online access to remote assignments, and personal medical emergencies. It is essential that the interpreter communicate with the requester and/or payer as well as MCDHH's Interpreter/CART Referral Service as soon as the emergency/event is known, so that alternate provisions may be made if at all possible. The paying entity bears no financial responsibility for assignment cancellation or non-performance due to unforeseen events, inclement weather, or a state of emergency. Even if a job is canceled by the interpreter or by the requester in advance due to the expectation of bad weather, there is no financial obligation on the part of the payer. To prepare for these possibilities, it is essential that all parties have last-minute contact information for each other regardless of whether the job is covered by the MCD06 contract. If unforeseen situations arise it is **essential** that the interpreter contact the billing entity immediately. For MCD06 assignments the Interpreter/CART Referral Service must be contacted as well.

To emphasize, interpreters performing assignments for non-MCD06 governmental agencies or private entities should be sure to negotiate in advance payment responsibilities for an emergency resulting in the interpreter's inability to appear for the assignment due to unforeseen events, inclement weather, and states of emergency.

Publicly Announced Emergencies, Up to and Including States of Emergency: For serious situations announced in advance (e.g., the night before) through mass and social media, the requester / payer has no financial liability and the interpreter should not submit an invoice. The

expectation is that the situation will have been widely enough publicized that all parties will know about it and will be able to plan for personal safety.¹⁰

Emergencies and Situations Restricted to the Assignment Site: For situations affecting the assignment location (campus, building, etc.) but not of size and scope to be widely publicized through mass and social media channels, standard cancellation policy provisions will apply. In other words, if the situation (examples include building flooding and campus power outage) occurs more than two business days in advance and the Interpreter/CART Referral Service is notified, there is no financial liability for the requester / payer and the interpreter will not bill; otherwise, the interpreter should submit an invoice even though the job does not take place. However, the invoice should not include the On-Site/In-Person Assignment Fee, mileage and travel time unless the interpreter actually arrived at the assignment location.

Situations Involving Logistical Inability of One or More Participants to Attend: From time to time an assignment cannot take place because one or more participants are unable to be present due to unanticipated situational factors such as road closures, power outages, heavy traffic, illness, and the like. Payment responsibility will be determined on a case-by-case basis providing the interpreter contacts the Referral Service within 24 hours of the assignment.

State of Emergency Cancellation on the Day of the Event: Very infrequently and under highly unusual situations a State of Emergency is announced that will begin a short period of time after the announcement is made. *For jobs with Commonwealth of Massachusetts agencies only*, interpreters should contact the requester and/or payer as well as MCDHH's Interpreter/CART Referral Service as soon as the State of Emergency is announced to learn whether the job is cancelled or whether the portion of the job scheduled prior to the start of the State of Emergency will be held. The interpreter shall bill as follows: (a) for interpreter services provided, the interpreter shall bill 100% of actual time; (b) for booked time during which interpreter services were *not* provided due to the State of Emergency, the interpreter shall bill 50% of expected billing; and (c) the interpreter shall bill all mileage and travel time that is billable in accordance with the standard policy set forth in this document. *For jobs with private entities* the interpreter should negotiate provision for payment.

Example: An interpreter has an MCD06 agency job scheduled to run from 10:00 a.m. to 2:30 p.m. It is 30 miles from her home. She arrives at the site and begins work at 10:00 a.m. At noon the Governor declares a State of Emergency to begin at 12:30 p.m. The assignment concludes at 12:30 p.m.

This interpreter shall bill as follows:

- Mileage and travel time since the job is 20 miles or more from her home
- Her regular rate for the two and a half hours for which she provided services (10:00 a.m. to 12:30 p.m.)
- 50% of her regular rate for the two hours booked but for which services were not provided because of the State of Emergency (12:30 to 2:30 p.m.)
- Half of the On-Site/In-Person Assignment Fee

Referral Errors

¹⁰ If the emergency has been declared a federally-reimbursable disaster, it is possible that state agencies, small business owners and other payers might be able to include communication access costs among their losses. Appropriate guidance, including legal advice, should be obtained in these situations.

Occasionally errors happen. When they do and MCDHH is clearly responsible, occurrences of “Referral Error” will be paid at the Interpreter Contract rate. The Interpreter Contract rate is necessary because of Commonwealth rules requiring MCDHH to use contract rates for services or commodities when such contracts exist. Examples of Referral Error include double booking of interpreters and failure to notify an interpreter of a job cancellation. **The use of the Freelance Interpreter Billing Form is required.** Interpreters should submit the Freelance Interpreter Billing Form to the Supervisor of the Interpreter/CART Referral Service for their approval before sending on to MCDHHAP@mass.gov.

In greater detail, MCDHH's policy for managing Referral Error is as follows:

- Referral error discovered more than two business days before the assignment: Referral corrects the error with the interpreter; no obligation or penalty.
- Referral error discovered less than the two-business-day cancellation period but before the interpreter is due at the job: MCDHH offers the interpreter the option of a replacement job remotely, at MCDHH or a location to be determined by MCDHH, being paid the expected amount; or payment for one hour if the job was for two hours or two hours for a job greater than two hours.
- Referral error discovered when the interpreter is at the job site or waiting to be let into the online link: The interpreter contacts MCDHH Interpreter/CART Referral Service immediately. An interpreter sent to a job site in error will be offered a choice of working a replacement job at MCDHH or a location to be determined by MCDHH, or being paid a reduced amount (payment for one hour if the job was for up to two hours, or payment for two hours if the job was for two hours or greater). Mileage and travel time in both directions, plus the On-Site/In-Person Assignment Fee, if applicable, will be paid.

Teaming with Non-Contract Interpreters

Referral staff routinely make every possible effort to determine the identity and certification status of team interpreters when MCDHH is asked to locate only one member of a team. However, it has not always been possible to do this. If interpreters are asked to team with an interpreter not known to be either certified or a participant of the MCD06 contract, the following options are available:

- Interpreter may contact the requester and request information about the team member before accepting the assignment.
- Interpreter may accept the assignment but advise the requester that they will withdraw from the assignment if they find that the team interpreter is not qualified and will still bill the requester for the contracted hours.
- Interpreter may decide not to accept the assignment and inform Referral.

Other situations will be addressed and resolved by the Director of Communication Access Services as they arise.

For Payers: Payment by Credit Card, Debit Card, ACH, and Other Electronic Payment Methods

With the support of the Comptroller's Office MCDHH has a system in place allowing vendors to pay for services of **MCDHH staff interpreters** by credit card, debit card, ACH, and other electronic payment methods. The system is run by **nCourt**, a pre-eminent independent payment processing solution used by thousands of government agencies in multiple states. Through customized websites and U.S.-based, bilingual, and professionally staffed call centers, individuals can pay for a wide range of services 24/7.

Payers must indicate the intention to use an electronic means of payment at the time the request is made. This means that Payers must communicate with Requesters. The Payers may of course continue to use checks for payment as well. Specific questions should be addressed to MCDHH at mcd06contract@state.ma.us.

It is important to note that this system is in place strictly for staff interpreters and not freelance interpreters. Payment to a freelance interpreter continues to be between the vendor and the freelance interpreter.

For All Users of MCD06 and For Jobs Filled by MCDHH Staff Interpreters: After the Assignment

Interpreters are asked to contact the Interpreter/CART Referral Services as soon as feasible after the assignment if any of the following situations occur (refer to the appropriate sections of this Manual for detailed discussions):

- Change in assignment hours or start/end time;
- Consumer "no-show(s)";
- Team member "no-show(s)"; and/or
- Interpreter, requester, or payer cancellation of assignment

All MCD06 interpreters must submit bills promptly to the paying entities. MCDHH has several standard billing forms, all available for review and download in the "Attachments" section of the MCD06 contract of COMMBUYS, <https://www.commbuys.com/bsol>, "Attachments." One or more of the billing forms can be easily customized by interpreters and/or MCD06 agencies for their own use.

The invoice form should be filled out with all the pertinent information and signed by the interpreter. A consumer (either Hearing or Deaf), requester, or authorized on-site contact must sign the invoice form after the assignment is complete. Each billing form should be submitted to MCDHH on a timely basis.

Times and dates on the submitted invoice forms must match those documented on the Interpreter Request form generated by the Interpreter/CART Referral Service.

Interpreters must deduct a minimum of one-half hour unpaid meal break for all MCDHH-paid assignments of 6 hours or more as per state regulations.

Interpreters should bill to the next quarter-hour for interpreting services, e.g., for a job running 1:00 PM to 3:10 PM, bill for 2-1/4 hours.

Questions or concerns regarding billing or payment for MCDHH-paid assignments may be directed to the Director of Communication Access Services.

Expectation of Prompt Billing by Interpreters: MCDHH expects all MCD06 interpreters to submit invoices promptly; that is, within no more than thirty days. Not only is this sound and professional business practice, but prompt billing assists MCD06 agencies with monitoring their spending and planning their budgets in a manner promoting accuracy and fiscal responsibility. MCDHH's Interpreter/CART Referral Service reserves the right to take billing interval into account when making job assignments and may opt to award jobs to interpreters who submit invoices promptly over those who delay billing.

Expectation of Prompt Payment by MCD06 Agencies: MCDHH expects all MCD06 agencies to pay invoices promptly; that is, in accordance with the payment interval established by the Office of the State Comptroller or the terms negotiated by individual interpreters/translators. The market dynamics of communication access services is one in which demand for interpreters far exceeds supply. Agencies and organizations with patterns for sluggish payment become known among the interpreter community and as a result the Interpreter/CART Referral Service sometimes encounters difficulties filling requests from these agencies. The best strategy to ensure acceptance of job assignments is to pay interpreter invoices promptly.

Interpreters wishing to check on the status of invoices submitted to MCDHH can do so by checking the Commonwealth web site VendorWeb (see the next section). Individuals who still have questions concerning billing or payment for MCDHH-paid assignments may contact the Department of Interpreter/CART Services.

For Interpreters and Transliterators: VendorWeb

The Office of the State Comptroller makes available a web site called VendorWeb through which Commonwealth vendors such as MCD06 contract participants can view their scheduled payments and payment history. VendorWeb can be found at <https://massfinance.state.ma.us/VendorWeb/>.

To Log into VendorWeb

- Enter your 12-character vendor code. This code should begin with the letters "VC." This is **not** your COMMBUYS Vendor ID number.
- Enter the last four digits of your TIN (Tax Identification Number). This is the number you provided to the Commonwealth on the W-9 form when you first became a vendor. This is either a Social Security Number (SSN), or an Employer Identification Number (EIN).
- Press "Login".

To View Scheduled Payments

- Click on Scheduled Payments on the left side of the screen.
- Click on Search Now button.
- Pick the department you wish to search for payments. To pick more than one department, hold down the "Ctrl" key and select. To search all departments, select All Departments.
- Click on Search by Department

The Scheduled Payments screen will show all scheduled payments for the selected department(s), and identify Address ID, Department, Document ID, Payment Reference Number, Description, Scheduled Payment Date, and Amount.

Viewing Payment History

- Click on Payment History on the left side of the screen.
 - Click on Search Now button.
 - Click the department you wish to search for payments. To pick more than one department, hold down the "Ctrl" key and select. To search all departments, select All Departments.
 - Click on Search by Department.
 - Pick a date range from the dropdown box, or enter your own specific date range (mm/dd/yyyy).
 - Select whether you want payments grouped by department or listed by payment number (chronological order).
 - If you are reconciling an EFT payment, choose group by payment number. To display payment totals, select All Departments.
 - If you would like the payment history downloaded onto your PC's spreadsheet application, select Yes.
 - Click on Search.
- The Payment History screen will show all payments made in the selected time frame. Payment Number, Payment Date, Payment Reference Number, Contract Number, individual line amount, check amount as well as any discounts, contract retainage, delinquent debt owed to the Commonwealth or

other deductions, which may be identified. To see payment totals, select All Departments and Group by Payment.

For Requesters and Payers: When a Deaf Interpreter Is Needed

As found in the NCIEC's work on Deaf Interpreting Practice,
<http://www.interpretereducation.org/specialization/deaf-interpreter/>:

A Deaf Interpreter is a specialist who provides interpreting, translation, and transliteration services in American Sign Language and other visual and tactual communication forms used by individuals who are Deaf, hard-of-hearing, and DeafBlind. As a Deaf person, the Deaf Interpreter starts with a distinct set of formative linguistic, cultural, and life experiences that enables nuanced comprehension and interaction in a wide range of visual language and communication forms influenced by region, culture, age, literacy, education, class, and physical, cognitive, and mental health. These experiences coupled with professional training give the Deaf interpreter the ability to successfully communicate across all types of interpreted interactions, both routine and high risk. NCIEC studies indicate that in many situations, use of a Deaf Interpreter enables a level of linguistic and cultural bridging that is often not possible when ASL/spoken English interpreters work alone.

Currently, Deaf Interpreters work most often in tandem with ASL/spoken English interpreters. The interpreter team ensures that the spoken language message reaches the Deaf consumer in a language or communication form that he or she can understand, and that the Deaf consumer's message is conveyed successfully in the spoken language.

Team Interpreting – with Deaf Interpreters (DIs)

Deaf Interpreters (DIs) with ASL/spoken English Interpreter Teams

The determination to assign a DI may be made:

- At the interpreter's request, or
- At the request of a consumer, or
- By a case manager/advocate, or
- By referral staff based on the consumer's history, or
- Due to the complexity of the situation, or
- When uncertain, to err on the side of caution.

If an interpreter ends up in a situation where a DI is needed and/or is advisable to ensure communication access for a Deaf client, the interpreter should contact Referral.

Team Interpreting – 2 ASL/spoken English Interpreters

Some situations (for instance, agency or business meetings, trainings or workshops, college classes, treatment programs) require the use of two interpreters because of length, setting, or technical language. MCDHH's general policy is to assign two interpreters to any assignment over one hour long, and to any platform situation which will include audience participation (i.e., question-and-answer sessions after a speaker's presentation, in-service training, etc.).

Effective team interpreting requires the input and cooperation of both interpreters. Since we all have individual strategies to meeting the demands of this work, it is important to find out what supports do or don't work for your teammate.

Court Fees and Payment Policies for Interpreters and Transliterators for the Deaf and Hard of Hearing

The Executive Office of the Trial Court (EOTC) does not currently participate in MCDHH's Interpreter Contract. EOTC does use the rates contained in MCD06 for payment of ASL Interpreters and Transliterators and Deaf Interpreters and also follows certain other provisions:

- Minimum appearance time of two hours
- Compensation allowance for mileage
- Compensation for time spent traveling ("travel time")
- Payment of the On-Site/In-Person Assignment Fee
- Cancellation policy

Other terms and conditions such as billing interval and forms do not follow the MCD06 contract.

EOTC has a specific statute (MGL Chapter 221C § 7(d)) governing court-appointed legal foreign language interpreters.

For Interpreters and Transliterators: Supplier Diversity Program and the Supplier Diversity Program Plan

Contract MCD06: American Sign Language Interpreters and Transliterators for the Deaf and Hard of Hearing is exempt from the requirements of the Supplier Diversity Program.¹¹

¹¹ In written communication on April 11, 2018 the Supplier Diversity Office of the Operational Services Division approved the request of the Massachusetts Commission for the Deaf and Hard of Hearing to exempt its communication access contracts MCD01/MCD06, Interpreter Services and MCD08, CART Services from the requirements of the Supplier Diversity Program as set forth in Executive Order 265 and successive Executive Orders.

For Reference: List of MCD06 Forms

A complete Contract MCD06 application consists of a number of forms, all available on COMMBUYS. Additionally, some forms may be needed during the contract's term. Finally, MCDHH has a number of special-purpose informational and billing forms. All are available for download on COMMBUYS. The forms are as follows:

FORM	TYPE OF FORM
Standard Contract (Standard Contract Amendment) Form	Contract / amendment form
Terms and Conditions Form	Contract / amendment form
W-9 Form	Contract / amendment form
EFT (Electronic Funds Transfer) Form	Contract / amendment form
Contractor Authorized Signatory Listing	Contract / amendment form required only of some contract participants
Criminal Offender Record Information (CORI) Form, three parts	Contract / amendment form

Some of these forms must be returned in a secure manner such as with Docu-Sign. Up-to-date information is available from contractmcd06@state.ma.us.

For Reference: 112 CMR 3.00

The section of the Code of Massachusetts Regulations, 112 CMR 3.00, was updated on June 6, 2014 and is included here for the benefit of all MCD06 users and stakeholders. 112 CMR 3.00 is under revision as this version of the MCD08 User Guide is being released.

112 CMR 3.00: INTERPRETER SERVICES FOR THE DEAF AND HARD OF HEARING: PROCEDURES AND STRUCTURES FOR THE PROVISION OF INTERPRETERS FOR THE DEAF AND HARD OF HEARING BY STATE AGENCIES

Section

- 3.01: Statement of Purpose
- 3.02: Application and Scope
- 3.03: Definitions
- 3.04: Central Point for Interpreter Referrals
- 3.05: MCDHH Contract for Interpreter Services
- 3.06: Rates

3.1 : Statement of Purpose

The purpose of 112 CMR 3.00 is to establish centralized structures and procedures to facilitate the provision and purchase of interpreter services for the Deaf and Hard of Hearing by State Agencies.

3.2 : Application and Scope

- (1) Application. 112 CMR 3.00 shall apply to any state agency as defined in 112 CMR 3.03.
- (2) Scope. 112 CMR 3.00 includes:
 - (a) designation of the Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH) Interpreter/CART Referral Service as the central point for State Agencies to obtain interpreter services;
 - (b) procedures to establish and maintain a MCDHH administered contract for use by all State Agencies to purchase interpreter services; and
 - (c) procedures to establish and periodically review rates and related fees for purchase of interpreter services.

3.3 : Definitions

Commissioner. The Commissioner of the MCDHH.

Contractor. A sign language interpreter or other provider of communication access whose services are contracted through MCDHH and who provides services directly to or on behalf of a State Agency. Sign language interpreter contractors may not utilize employees or subcontractors.

Interpreter for the Deaf and Hard of Hearing also referred to as an interpreter. An individual who has appropriate knowledge, training, and credentials, is approved by MCDHH, and is skilled in:

- (a) sign language/English interpretation or transliteration; or
- (b) oral interpretation or transliteration.

MCDHH Approved Legal interpreter. A freelance or staff interpreter who has National RID Certification with Legal Specialist Certification.

MCDHH Contract for Interpreters for the Deaf and Hard of Hearing. A standard form contract entered into between MCDHH, acting as an agent of the Commonwealth of Massachusetts, and interpreters and transliterators, who agree to provide a specified service(s) at a specified rate(s) to any State Agency or other contract participant within the duration of the contract to promote communication access during business transactions and service delivery on behalf of individuals who are Deaf, DeafBlind, Late-Deafened, or Hard of Hearing.

Rate. The dollar amount to be paid to the contracted interpreter for unit of service provided.

Services. Sign language/English or oral interpretation or transliteration provided by interpreters or other types of communication access services as defined in the governing contract.

State Agency. Any executive office, department, agency, office, board, commission, or institution of the Executive Department. The Legislature, the Constitutional Offices, the Public Institutions of Higher Education, and Independent Public Authorities are encouraged but not required to comply with 112 CMR 3.00. Provision of Interpreters for the Deaf and Hard of Hearing by the Judiciary is dealt with separately.

3.3 : Central Point for Interpreter Referrals

In accordance with M.G.L. c. 6, §§ 194 and 196, the MCDHH operates the MCDHH Interpreter /CART Referral Service which processes requests from State Agencies as well as other public and private entities and individuals. The MCDHH Interpreter /CART Referral Service maintains a roster of approved interpreters and providers of other types of communication access.

3.4 : MCDHH Contract for Interpreter Services

(1) General. MCDHH shall establish and administer contracts with approved interpreters and other providers of communication access services for use by all State Agencies in accordance with all applicable Commonwealth of Massachusetts requirements governing purchases of services. The contracts shall include any additional terms and conditions considered necessary by MCDHH to achieve its legislative mandate.

(2) Qualifications of Contracting Interpreters. MCDHH shall establish standards of knowledge, training and credentials required for MCDHH approval and participation in the contract.

3.5 : Rates

Purchase of Interpreter Services. The MCDHH shall establish rates for the purchase of interpreter services and shall review those rates periodically. All rates will be adjusted as appropriate and needed after consideration of comments and relevant information solicited from representatives of organizations, associations, and service providers of or working with Deaf, Hard of Hearing, DeafBlind, and Late-Deafened persons in the Commonwealth, including but not limited to the Massachusetts Registry of Interpreters for the Deaf, the Massachusetts State Association of the Deaf, and the Massachusetts chapters of the Association of Late-Deafened Adults, the Alexander Graham Bell Association for the Deaf, and the Hearing Loss Association of America or their successors.

REGULATORY AUTHORITY

112 CMR 3.00: M.G.L. c. 6, §§ 192 and 196.

Notes

[illegible]