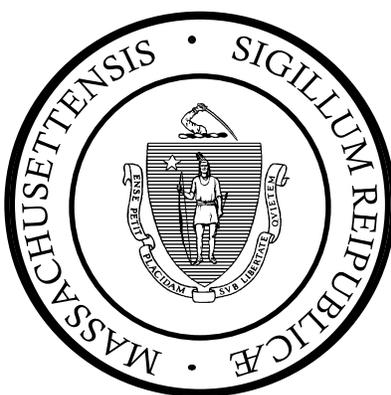

**Massachusetts Commission for the
Deaf and Hard of Hearing
Department of Interpreter/CART Services**

Request for Response:
MCD03

CART (Communication Access Realtime
Translation) Services

For a Multiple Department Procurement / Limited
Department User Contract Which Will Begin July 1, 2011



Heidi L. Reed, Commissioner
Patricia Ford, Deputy Commissioner for Policy and Programs
Dianne Shearer, Director of Interpreter/CART Services

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SUMMARY

Purchasing Department:	Massachusetts Commission for the Deaf and Hard of Hearing
Address:	150 Mount Vernon Street, Suite 550 Boston, MA 02125
Telephone #:	617-740-1600 Voice, 617-740-1700 TTY
Fax #:	617-740-1830 Fax
Procurement Contact Person:	Jane Sokol Shulman 617-740-1635 voice, 617-740-1735 TTY
E-Mail or Internet Address:	jane.sokol.shulman@state.ma.us
RFR File Name/Title:	Provision of CART (Communication Access Realtime Translation) Services
RFR File Number:	MCD03
Procurement Management Group/Category (If Applicable):	Professional Services Interpreters and Communication Access Providers for the Deaf and Hard of Hearing (Sub-Category)
Contract period:	July 1, 2011 through June 30, 2014 initial term with up to two three-year options to renew; total potential contract duration of July 1, 2011 through June 30, 2020
Contract funding maximum obligation:	N/A (rate contract)
Contract structure:	Multiple Department Procurement / Limited Department User Contract; additional Departments may be added to the MCD03 contract upon request to MCDHH throughout the life of the contract including any and all renewal options
Response due date and time:	N/A; Responses accepted from noon EST, May 1, 2011 on a rolling basis throughout the term of the contract, including during any and all options to renew, through June 30, 2020.

1. DESCRIPTION OR PURPOSE OF THE PROCUREMENT:

The Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH) seeks to establish a list of qualified individuals to provide CART (Communication Access Realtime Translation) Services to Deaf, deaf, oral deaf, late-deafened, and hard of hearing individuals in a variety of settings. These qualified individuals will be included as contractors on Contract MCD03 and will become eligible to accept assignments from the MCDHH Interpreter/CART Referral Service. Businesses owned and operated by qualified CART Providers are also eligible to apply. Details of contractor eligibility, the types of CART Services covered, compensation rates, application procedures, and other information of significance to individuals interested in filing an application package for this RFR may be found in subsequent sections of this document.

MCD03 is a Multiple Department Procurement / Limited Department User Agreement in which MCDHH is the lead procuring agency. Commonwealth Agencies wishing to participate in this contract may be added throughout the contract's term (including any and all renewal options) by submitting written request to MCDHH. The list of Limited Department Users may be found on the MCD03 contract listing in Comm-PASS on the "Issuer(s)" tab.

An IRS SS-8 test-of-class was performed and the work relationship between CART Providers, including Business Entity CART Providers, and purchasing agencies was found to be that of Independent Contractors rather than Contract Employees.

2. ACQUISITION METHOD:

- Fee-for-service – Rate Contract** – Rates contained in RFR sections with titles "Compensation Structure," "Compensation Rates," and "Additional Compensation and Billing Terms and Conditions"
- Fee-for-service – maximum obligation contract
- Commodity - outright purchase
- Commodity – rental
- Commodity - term lease
- Commodity - tax exempt lease purchase (TELP)
- Commodity – license
- Other

3. REQUEST FOR SINGLE OR MULTIPLE CONTRACTORS:

- Single Contractor
- Multiple Contractors
- Single Contractor preferred; Multiple Contractors will be awarded if full array of services/commodities cannot be obtained from single contractor
- Qualified Contractor List through Open Enrollment process
- Qualified Contractor List through Rolling Enrollment process

4. SINGLE OR MULTIPLE DEPARTMENT PARTICIPATION:

- Statewide Contract Procurement conducted by OSD
- Statewide Contract Procurement Conducted by OSD-Designated Department
- Multiple Department Procurement/Limited Department User Contract
- Single Department Procurement/Multiple Department User Contract
- Single Department Procurement/Single Department User Contract

5. ANTICIPATED DURATION OF CONTRACT, INCLUDING RENEWAL OPTIONS:

Total Anticipated Contract Duration: July 1, 2011 through June 30, 2020
Initial Duration: July 1, 2011 through June 30, 2014
Options to Renew: Up to two three-year options to renew are available.

6. ANTICIPATED EXPENDITURES AND COMPENSATION STRUCTURES:

Estimated Total Dollar Value: \$1,500,000.00
Estimated Total Number of Units: N/A
Will federal funds be used: Not by MCDHH
If so, to what extent: [Usage and extent by other Commonwealth agencies unknown]

COMPENSATION STRUCTURE

- Project Based Compensation
- Unit Based Compensation [rate-based] – *Rates contained in RFR sections with titles “Compensation Structure,” “Compensation Rates,” and “Additional Compensation and Billing Terms and Conditions”*
- Capitated Structure
- Risk-Sharing Structure
- Contingency Fee or Revenue Generating Structure (POS Only)
- Cost Reimbursement Structure (POS Only)

INTRODUCTION

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 mandating a statewide Interpreter/CART Referral Services, Massachusetts General Laws Chapter 6 § 196, 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.”

The profession of CART did not exist when MGL Chapter 6 § 194 was passed establishing MCDHH and mandating that MCDHH “...shall provide services to the deaf and hard of hearing population including but not limited to interpreting services....” Over the years, both by broad interpretation and by legal opinion, the term “interpreting services” has been taken to mean any assistive communication service that enables a deaf or hard of hearing individual to participate in communication at a level comparable to that of a hearing person. Thus MCDHH is responsible to establish qualifications and standards for CART Providers who provide services to Deaf, Oral Deaf, Late-deafened, Deaf-blind, Hard of Hearing individuals in a variety of settings.

The Massachusetts Commission for the Deaf and Hard of Hearing is issuing this Request for Response in accordance with the guidelines set forth in 801 CMR 21.00: Procurement of Commodities or Services, including Human and Social Services. 801 CMR 21.00 is the primary regulation governing procurement of commodities and services for Executive Branch agencies, and in accordance with that regulation a procurement is considered successful when it supports and balances the procurement principles of:

“the achievement of required outcomes, generates the best quality economic value, is performed timely, minimizes the burden on administrative resources, expedites simple or routine purchases, allows flexibility in developing alternative Procurement and business relationships, encourages competition, encourages the continuing participation of quality Contractors and supports State and Department Procurement planning and implementation.”

Additionally:

“RFRs may be used to establish criteria which prospective Bidders must satisfy in order to be placed on a list of qualified Contractors. These criteria may include, but are not limited to, technical expertise, experience, quality of performance, location, availability of Commodities and Services, rates, prices, catalogs of Commodities or Services, or both, or other criteria relevant to a particular Procurement.” [Section 21.06 (4) (d)]

801 CMR 21.06 clearly establishes the foundation for the Massachusetts Commission for the Deaf and Hard of Hearing to establish a list of qualified individuals to provide CART (Communication Access Realtime Translation) Services to Deaf, deaf, oral deaf, late-deafened, and hard of hearing individuals in a variety of settings. These qualified individuals will be included as contractors on Contract MCD03 and will become eligible to accept

assignments from the MCDHH Interpreter/CART Referral Service. Businesses owned and operated by qualified CART Providers are also eligible to apply.

The primary objective of this RFR is to communicate all the information a CART Provider needs in order to make an informed decision about filing an application to participate in the contract MCD03: CART (Communication Access Realtime Translation) Services; and if she or he does decide to do so, to convey all the information needed to file a complete application. To this end, this solicitation conveys information about:

- The different types of CART Services covered by this contract;
- Contract eligibility for both current CART contractors and those new to MCDHH MCDHH's contract;
- General information about MCDHH's Interpreter/CART Referral Service and how CART jobs are assigned;
- Compensation structure for agencies participating in the MCD03 contract;
- Performance expectations for CART Providers signing the MCD03 contract regardless of whether their assignments are for MCD03-participating agencies or other entities;
- Guidelines for Standards of Professional & Ethical Standards;
- Instructions for Submission of Response Package(s);
- The Commonwealth's Supplier Diversity Program Plan Requirement; and
- Evaluation of Response Package and the Next Steps in the Application Process.

The **Request for Response**, or solicitation, contains the MCD03-specific terms and conditions of the contract between MCDHH as lead agency and CART Providers and may not be modified except by formal amendment and signature of both MCDHH and the Contractors. A second document, **The Instructions, Procedures and Manual for Contract MCD03: CART (Communication Access Realtime Translation) Services**, is a supporting document containing detailed procedures and other information relevant to all who use MCD03 in any capacity: CART Providers, requesters, MCDHH's Interpreter/CART Referral Service staff, and consumers. **The Instructions, Procedures and Manual** is a living document and may be updated by MCDHH as policies and procedures evolve over time. Additionally, MCDHH may add material to **The Instructions, Procedures and Manual** for clarification or amplification purposes in response to any user or user group of the MCD03 contract to make the contract easier to use.

As noted on the page, "**MCDHH's Interpreter/CART Referral Service**," both MCD03 agencies and entities that do not use the MCD03 contract place job requests through MCDHH's Interpreter/CART Referral Service. A CART Provider wanting access to job requests from either MCD03 agencies or organizations not using the MCD03 contract must apply for participation in the MCD03 contract.

MCD03 is a Multiple Department Procurement / Limited Department User Agreement in which MCDHH is the lead procuring agency. This solicitation / contract structure allows a self-selected group of departments to conduct a procurement under the leadership of a single agency, generally the one with the greatest expertise in the commodity or service under procurement. The lead agency posts the RFR on Comm-PASS, executes contracts and amendments on behalf of the group, and manages the bulk of the contract administration. Any department in the initial group or added later, if that option was allowed in the RFR, can purchase from the contract without having to execute additional contract

documentation. In the case of MCD03, as long as Commonwealth Agencies agree to the terms and conditions of this RFR, new participants may be added throughout the contract's term (including any and all renewal options) simply by submitting a written request by letter or e-mail to the Procurement & Contracting Manager, MCDHH. The list of Limited Department Users may be found on the MCD03 contract listing in Comm-PASS on the "Issuer(s)" tab.

The Massachusetts Commission for the Deaf and Hard of Hearing, as the lead procuring agency for MCD03, is the authorized signatory of the contract, the keeper of the procurement file, and the primary contact for procurement. In addition to members of MCDHH, representatives of the Bureau of State Office Buildings, the Executive Office of Health and Human Services, and the Department of Children and Families made up the eight-member Procurement Management Team. Because of its extensive expertise in communication access services, MCDHH will maintain the lead role in applicant evaluation and selection, performance monitoring, and ongoing contract management, calling upon members of the PMT on an as-needed basis during the term of MCD03, including all renewal options.

Finally, it bears mentioning that CART remains an evolving profession. New credentials may be developed by the National Court Reporters Association or a national professional organization yet to emerge. We reserve the right to modify the credentials we require in keeping with MCDHH's goal of attracting and retaining the most qualified CART providers. New technologies may be accepted on a pilot basis at any time during the life of this contract, including any and all options to renew, as long as they meet minimum standards of speed and accuracy and the practitioner accepts MCDHH's Standards of Professional and Ethical Conduct. Guidelines for accepting practitioners of new technologies into the MCD03 contract on a pilot basis are spelled out within the **Contract Eligibility** section.

The Massachusetts Commission for the Deaf and Hard of Hearing as the lead agency for MCD03 and the members of the MCD03 Procurement Management Team believe we have crafted a solicitation for speech-to-text communication access services that is both specific enough to meet the needs of prospective bidders and flexible enough to remain viable for the full anticipated nine year contract period including two renewal options.

DEFINITIONS

ASCII / ASCII Output

The English text output in electronic form (MS Word-readable file, for example) of a communication event that has been scan-edited to achieve near-verbatim accuracy through correction and elimination of any un-translates or glaring mistranslates to put the text in a completely readable form. A scan-edit does not produce a verbatim certifiable transcript; details of verbatim transcription preparation are ignored, such as complete punctuation, capitalization, paragraphing, verifying spellings of proper names, checking quoted materials, and so forth. It is expected that preparation of ASCII Output will require a certain amount of time and thus may not be available at the end of the event. The ASCII Output may be transmitted to the Requester, Consumer, or Payer by e-mail or on an electronic medium such as a CD. In previous versions of the CART Services contract, ASCII Output was referred to as "rough edited diskette."

ASL

American Sign Language

Base Rate

The basic hourly rate an individual or business CART Provider is eligible for. The base rate depends on certification level and years on contract.

Billable Time

The time block from the start time of the event indicated when the CART Providing booking is made or the actual start time, whichever is earlier, and until the actual work time of translation is finished or until the actual finish time is booked, whichever is later, including brief breaks but not including designated lunch or dinner break. For assignments of six or more hours in duration, the CART Provider must take at least one unpaid meal break of at least thirty (30) minutes. If this is not possible, then the billing should reflect the actual time worked.

Business Contractor

A business entity which employs one or more CART Providers with the same CART certifications and qualifications as the business owner who holds the MCD03 contract, whom the business owner may assign jobs received by MCDHH's Interpreter/CART Referral Service. Note that the Business Contractor may also employ CART Providers who do not have the same certifications and qualifications as the business owner who holds the MCD03 contract. These CART Providers cannot be used for jobs for agencies participating in the MCD03 contract.

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 Commonwealth web page <http://www.mass.gov>. Days that are noted as "Suffolk County holidays" are *not* considered business days.

CART

Communication Access Realtime Translation (CART) is a word-for-word, speech-to-text translation service for people who need communication access. Unlike computerized note-taking or abbreviation systems which summarize information for consumers, CART provides a complete, near-instantaneous translation of all spoken words and environmental sounds.

CART Projection Service

The display of CART translation of English text on a projection screen or other display system. For the purposes of reimbursement and compensation, the components of CART Projection Service have been included in the current On-Site Fee.

CART Provider

A CART Provider is a trained professional who uses a steno machine (or his/her voice plus a mask or an unmasked microphone), notebook computer, and realtime software to render instant, verbatim speech-to-text translation. The CART Provider can be present in the same location as the communication event (on-site) or another location (remote). The text translation is sent to a computer monitor or other display for the benefit of an individual consumer or larger group in a number of settings. A CART Provider is sensitive to the varying needs of consumers and has had training in conveying a speaker's message, complete with environmental cues. This expertise distinguishes a CART Provider from a court reporter in a traditional litigation setting. The verbatim nature of the output distinguishes the CART Provider from an individual using software intended to facilitate note-taking.

CART Provider Data Sheet

A form developed by the Department for Interpreter/CART Services and included in the MCD03 application package on which the CART Provider indicates the geographic regions and the subject matter specialty areas in which he/she is willing to provide services. The information provided on this form is used to filter the jobs that the CART Provider can see through the Virtual Gateway.

CCP

Certified CART Provider, a credential awarded by the NCRA following successful completion of a written knowledge test and realtime writing skill test.

Comm-PASS

Commonwealth Procurement and Solicitation System. The central internet-based solicitation and contracting system used by Commonwealth agencies to post solicitation opportunities and manage contracts. The RFR for MCD03 may be found on the Solicitations side of Comm-PASS and the contract for MCD03 will be found on the Contracts side. Comm-PASS itself is located at <http://www.comm-pass.com>.

Consumer

Any individual who is hearing, Deaf, Oral Deaf, Deaf-blind, Late-deafened or Hard of Hearing and who uses or may use CART Services.

Contractor

A CART Provider on contract with MCDHH as the lead agency for this multiple agency procurement.

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.

Department

The Massachusetts Commission for the Deaf and Hard of Hearing

Electronic Funds Transfer (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. This requirement is waived only if bidders demonstrate "compelling proof that it would be unduly burdensome" in writing, including the specific reason(s), in compliance with the Commonwealth of Massachusetts Standard RFR Provisions.

English Text Translation

The instantaneous translation of a verbal event into an English text by a CART Provider providing communication access for one or more consumers.

Interpreter/CART Referral Service

The statewide work unit of the MCDHH Department of Interpreter/CART Services, established under M.G.L., c.6 s,196, which receives requests for Interpreters / Transliterators and CART Providers, and maintains a roster of qualified providers to whom interpreting and CART jobs can be referred.

IRIS

Interpreter Referral Information System

MCD03 Agency

A Commonwealth agency that has taken advantage of the opportunity to join the MCD03 CART Services contract. An updated list of MCD03 agencies may be found on the "Issuer(s)" tab of the MCD03 contract on Comm-PASS.

MCDHH

Massachusetts Commission for the Deaf and Hard of Hearing

Multiple Department Procurement / Limited Department User Contract

A procurement conducted and managed by a self-selected group of departments. One department posts the RFR (Request for Response) and executes contracts and amendments on behalf of the group, eliminating the need of other members of the group to execute its own contracts and amendments. Any department identified in the RFR, or later approved by the PMT (if this option was specified in the RFR) can use the contract. Departments with permission to use these contracts are authorized to do so by the lead department in MMARS.

NCRA

National Court Reporters Association

On-Site Fee

A single flat fee that reimburses on-site CART Providers for the business expenses of preparation time, equipment transport and set-up, use of extra screen and/or monitor, projection writing if applicable, and use of the Provider's projection equipment if applicable.

Other Commonwealth Agency / Non-MCD03 Agency

A Commonwealth agency that has NOT joined the MCD03 CART Services contract. Non-MCD03 agencies may use MCDHH's Interpreter/CART Referral Service to place job requests, but CART Providers must negotiate their own contract terms and conditions, including rates, with these agencies.

Output / CART Output

The live text that a CART Provider produces as a result of providing speech-to-text CART services. If converted to English text format, it is referred to "ASCII." Output is NOT a transcript (see).

Payer

The agency or private entity which is paying for the CART Service for the particular event.

PMT

Procurement Management Team, a group of individuals representing Commonwealth stakeholders in the contract charged with developing the solicitation, evaluating responses, and managing the subsequent contract including contractor performance.

Private Entity

A non-governmental organization, company, or individual. Private entities may use MCDHH's Interpreter/CART Referral Service to place job requests, but CART Providers must negotiate their own contract terms and conditions, including rates, with private entities.

Prompt Payment Discount

An optional discount offered by the bidder or contractor 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 twenty days of receipt ("1%/20"). The 6/8/2007 version of the Commonwealth of Massachusetts Standard Contract Form contains a section in which a contractor can indicate Prompt Pay Discount percentages for payments made within ten, fifteen, twenty, and/or thirty days of invoice receipt by paying agency. (See "Vendor Payment Schedule")

Remote CART

A method by which the CART Provider is in one location and the consumer is in another. The consumer may be attending the communication event or the communication event may be at a third location. The CART Provider listens to one or more voices via a telephone line or other audio connection and transmits the verbatim text to the remote location via the internet. Remote CART is useful to consumers in geographical areas in which there is a shortage of CART Providers.

Requester

The agency or private entity contacting the Interpreter/CART Referral Service to request CART Service for a particular event. The requester may or may not be the payer.

RFR

Request for Response; a solicitation document that describes the commodity or service an Agency wishes to purchase and the required (and sometimes desired) qualifications a bidder must have.

Routine Preparation Time

The time required to set up and dismantle equipment, identify best location on-site for the CART Provider and any additional equipment, identify primary participants, and complete job-specific dictionary both on-site and prior to arrival and to be ready to begin providing CART service without causing delay. For the purposes of reimbursement and compensation, the components of Routine Preparation Time have been included in the current On-Site Fee.

Transcript

A verbatim, certifiable printed record of the verbal content of an event, including corrections, correct spellings of name, punctuation, paragraphing, and so on and which, for example, could be used in court.

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.

Virtual Gateway

The Commonwealth's web-based system to provide a single entry point to all human services programs. It can be accessed at <http://www.mass.gov/vg>. This is where CART Providers can find listings of available jobs custom-filtered to their own geographic and subject matter preferences according to the information they provided on the Interpreter/CART Referral Service CART Provider Data Sheet.

MCD03 CONTRACT ELIGIBILITY: OVERVIEW

This solicitation for **MCD03: CART (Communication Access Realtime Translation) Services** seeks applications from individuals and business entities qualified to provide speech-to text communication access. The next few sections of this RFR will go into detail about initial contract eligibility for the different types of CART services.

MCD03 covers the following types of communication access services:

- On-site steno CART
- Remote steno CART
- Other types of verbatim speech-to-text communication access services on a pilot basis

Note the use of the phrase “*initial contract eligibility*” in the first paragraph, above. This is deliberate. In MCD03 *initial contract eligibility* refers to the process of signing the contract. *Ongoing contract eligibility* refers to continued compliance with the MCD03 Quality Assurance Program. The Quality Assurance Program will be addressed in a later section of this RFR.

MCD03 CONTRACT ELIGIBILITY FOR ON-SITE STENO CART

In RFR MCD03 MCDHH seeks on-site steno CART Providers who:

- Are able to provide verbatim text display of a multi-speaker communication event at a minimum speed of 180 words per minute sustained for no less than 55 minutes without a break, measured over any five minute period during a 55 minute job
- Are able to provide verbatim text display of a multi-speaker communication event at a minimum accuracy of 96% according to NCRA standards sustained for no less than 55 minutes without a break, measured over any five minute period during a 55 minute job
- Possess basic knowledge of hearing loss and the use of speech-to-text verbatim display as a means of providing communication access for deaf, late-deafened, and hard of hearing individuals
- Accept to work under MCDHH's Standards of Professional and Ethical Conduct for CART Providers

On-site steno CART Providers will demonstrate possessing these qualifications with the following:

- A certification or statement showing current membership in the National Court Reporters Association (NCRA)
- A current CCP certification (Certified CART Provider) from the NCRA
 - *This requirement is waived for current MCD02 On-Site Steno CART Services contract holders*
- Alternatively, any other current NCRA certification and/or CART or court or stenotype certification from Massachusetts or another state
 - *This requirement is waived for current MCD02 On-Site Steno CART Services contract holders*
- The names and full contact information of three references whom MCDHH may contact who can comment on the on-site steno CART Provider's technical ability, professional skill, knowledge of deaf and hard of hearing issues, or other matters relevant to delivery of high-quality, consumer-responsive CART services
 - *This requirement is waived for current MCD02 On-Site Steno CART Services contract holders*

Business Contractors: MCDHH welcomes Businesses owned and operated by On-Site Steno CART Providers to MCD03, and expects that all subcontractors of Business On-Site Steno Contractors sent to jobs requested by MCD03 contracting agencies booked through MCDHH's Interpreter/CART Referral Service will meet the same requirements, including certification(s) held, as the Business CART Provider whose name is on the contract. The Business Contractor is responsible for verifying that each subcontractor sent to any job booked through MCDHH's Interpreter/CART Referral Service is able to sustain performance of at least 180 words per minute at no less than 96% accuracy for a minimum of 55 minutes without a break. Failure to meet this condition will result in progressive sanctions up to and including termination of contract.

For full application instructions refer to the section of this document, "Instructions for Submission of Response Package."

MCD03 CONTRACT ELIGIBILITY FOR REMOTE STENO CART

In RFR MCD03 MCDHH seeks remote steno CART Providers who:

- Are able to provide verbatim text display of a multi-speaker communication event at a minimum speed of 180 words per minute sustained for no less than 55 minutes without a break, measured over any five minute period during a 55 minute job
- Are able to provide verbatim text display of a multi-speaker communication event at a minimum accuracy of 96% according to NCRA standards sustained for no less than 55 minutes without a break, measured over any five minute period during a 55 minute job
- Possess basic knowledge of hearing loss and the use of speech-to-text verbatim display as a means of providing communication access for deaf, late-deafened, and hard of hearing individuals
- Accept to work under MCDHH's Standards of Professional and Ethical Conduct for CART Providers

Additionally, in RFR MCD03 MCDHH seeks remote steno CART Providers who:

- Are able to assess, in a telephone conversation with the requester, whether a prospective job location is suitable for remote CART; in other words, has adequate technological infrastructure and information technology human resources to support remote CART at the date and time of the assignment.
- Will employ a means of transmitting **the audio portion of the communication event** from the location of the job to the Provider that meets standards established by the Commonwealth's Information Technology Division (ITD) for security, data integrity, and other concerns of that nature. ITD compliance is required for jobs with all Commonwealth agencies regardless of whether they participate on the MCD03 contract.
 - *Examples: Telephone line (if the site set-up permits), AOL Instant Messenger, Cisco IP Communicator, Gizmo, Google Talk, iChat, SightSpeed, Skype [note that Skype is not compliant with Commonwealth ITD security standards], Yahoo! Messenger*
- Will employ a means of transmitting **the text translation of the communication event** from the Provider to the consumer or requester in a manner that is gives near-instantaneous provision of text output, meets standards established by the Commonwealth's Information Technology Division for security, data integrity, and related concerns of that nature, and is appropriate for the job assignment / communication event. ITD compliance is required for jobs with all Commonwealth agencies regardless of whether they participate on the MCD03 contract.
 - *Examples: Elluminate Live / vRoom, GoToMeeting, ShowMyPC, Streamtext*
- Will have a back-up mechanism or process for both phases of the communication process (audio from job location to Provider and text output from Provider to job location via internet) in the event that the Provider's primary mechanism or process fails during the assignment.
 - *Examples: a back-up power supply, an alternate internet connection such as an air card, a second means of receiving the audio with appropriate program(s) already loaded, a second means of transmitting the text with appropriate program(s) already loaded, a colleague able to take over in the event of catastrophic failure*

Remote steno CART Providers will demonstrate possessing these qualifications with the following:

- A certification or statement showing current membership in the National Court Reporters Association (NCRA)
- A current CCP certification (Certified CART Provider) from the NCRA
 - *This requirement is waived for current MCD02 Remote-Site Steno CART Services contract holders*
- Alternatively, any other current NCRA certification and/or CART or court or stenotype certification from Massachusetts or another state
 - *This requirement is waived for current MCD02 Remote Steno CART Services contract holders*
- The names and full contact information of three references whom MCDHH may contact who can comment on the remote steno CART Provider's technical ability, professional skill, knowledge of deaf and hard of hearing issues, or other matters relevant to delivery of high-quality, consumer-responsive CART services
 - *This requirement is waived for current MCD02 Remote Steno CART Services contract holders*

Business Contractors: MCDHH welcomes Businesses owned and operated by Remote Steno CART Providers to MCD03, and expects that all subcontractors of Business On-Site Steno Contractors sent to jobs requested by MCD03 contracting agencies booked through MCDHH's Interpreter/CART Referral Service will meet the same requirements, including certification(s) held, as the Business CART Provider whose name is on the contract. The Business Contractor is responsible for verifying that each subcontractor sent to any job booked through MCDHH's Interpreter/CART Referral Service is able to sustain performance of at least 180 words per minute at no less than 96% accuracy for a minimum of 55 minutes without a break. Failure to meet this condition will result in progressive sanctions up to and including termination of contract.

For full application instructions refer to the section of this document, "Instructions for Submission of Response Package."

MCD03 CONTRACT ELIGIBILITY FOR PROVIDERS OF OTHER TYPES OF SPEECH-TO-TEXT COMMUNICATION ACCESS SERVICES

MCDHH recognizes that CART as a profession is likely to change in ways that we can't anticipate during the term of this contract due in large part to advances in speech-to-text technology. In order to take advantage of technological advances as promptly as possible we are allowing practitioners of new technology speech-to-text communication access methods to join MCD03 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:

- Are able to provide verbatim text display of a multi-speaker communication event at a minimum speed of 180 words per minute sustained for no less than 55 minutes without a break, measured over any five minute period during a 55 minute job
- Are able to provide verbatim text display of a multi-speaker communication event at a minimum accuracy of 96% according to NCRA standards sustained for no less than 55 minutes without a break, measured over any five minute period during a 55 minute job
- Possess basic knowledge of hearing loss and the use of speech-to-text verbatim display as a means of providing communication access for deaf, late-deafened, and hard of hearing individuals
- Accept to work under MCDHH's Standards of Professional and Ethical Conduct for CART Providers

Individuals believing they are able to meet these criteria are encouraged to send a letter of application describing their speech-to-text communication access methodology, three customer references, and a proposed rate structure to:

Procurement & Contracting Manager
MA Commission for the Deaf and Hard of Hearing
150 Mount Vernon Street, Suite 550
Dorchester, MA 02125

MCDHH will review the application material and, if appropriate, invite the applicant to our headquarters to provide a demonstration. If successful, we will then negotiate pilot performance terms and a rate structure consistent with both overall MCD03 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 MCD03 renewal, whichever is longer, unless performance under MCDHH's Quality Assurance Program (refer to that section in the RFR) 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.

Direct any questions to the Procurement & Contracting Manager at the address above.

MCDHH'S INTERPRETER/CART REFERRAL SERVICE

Requesters place job requests with MCDHH's Interpreter/CART Referral Service. Some but not all of these requesters represent Commonwealth agency participants on the MCD03 contract. The following table summarizes the types of requesters using MCDHH's Interpreter/CART Referral Service and their obligations relative to the MCD03 contract:

Requester	Able to Use MCDHH's Referral Service?	Uses MCD03 Contract?	Uses MCDHH-Designed Billing Form?*
MCDHH	Required	Yes	Yes
Agency participating in MCD03 contract**	Required	Yes	Recommended
Other Commonwealth agency	Yes	No – terms and conditions, including rates, are negotiated between CART Provider and Requester	N/A
Private entity	Yes	No – terms and conditions, including rates, are negotiated between CART Provider and Requester	N/A

*The use of the MCDHH-designed billing form is strongly recommended for all participants on the MCD03 contract. Refer to the "Use of Standard Billing Form" section in this RFR

**Although this point in time when the RFR is first being issued is too soon to state with certainty which Commonwealth agencies will participate in the MCD03 contract, based on experience with the predecessor contract MCD02 it can be expected that many of the same agencies will opt to join. These agencies include BSB/The State House, DCF, DDS (formerly known as DMR), Department of Elder Affairs, Department of Veteran Services, DMH, DPH, DTA, DYS, EOHHS, MassHealth, MCB, MRC, and ORI, among others.

Any CART Provider desiring access to job requests from any of the requester categories in the above table must apply for participation in the MCD03 contract.

JOB ASSIGNMENT BY MCDHH'S INTERPRETER/CART REFERRAL SERVICE

Available CART jobs are announced through the Commonwealth's Virtual Gateway and/or by email. The Virtual Gateway is easily accessible at <http://www.mass.gov/vg> with a high speed internet connection.

The jobs visible to a particular CART Provider on the Virtual Gateway are limited to those in the geographical regions and areas of content specialty in which the Provider indicated a willingness to work in the "CART Provider Data Sheet" completed at the time of RFR application and updated periodically.

Jobs are also announced by email. Email announcements generally contain more information than the Virtual Gateway can currently deliver. As an example, while the Virtual Gateway will always show jobs as being for "CART," email is the only way a job can be further specified as requiring "remote CART."

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

- Consumer preference or request
- Skill level of Provider
- Nature of the job: conference, public hearing, medical, general assignment, team, etc.
- Success of Provider in completing a similar job
- Software, e.g., for a deafblind consumer
- Existing job directory matching the assignment
- Geographical location of Provider relative to location of assignment

In the event of more than one CART Provider indicating interest in a particular assignment, the job is generally assigned to the best qualified CART Provider based on the above criteria. Business contractors are expected to provide the name(s) of the subcontractor(s) who will be performing the job at the time the assignment is accepted.

MCD03 CART Providers should check the Virtual Gateway on a regular basis to keep apprised of new job availability in the Provider's geographical regions and the areas of content specialties indicated on the "CART Provider Data Sheet."

The ability of MCDHH's Interpreter/CART Referral Service to honor consumer requests and preferences for remote CART is tempered by site readiness (largely an infrastructure issue) and availability of technical support at the site. We envision remote CART in the first months of the MCD03 contract to be centered on the MCDHH Boston (Dorchester) headquarters, the offices of the Executive Office of Health and Human Services and some other agencies at One Ashburton Place in Boston and The State House. As MCD03 progresses we see the geographical area of remote CART radiating outward from those locations.

CART PROVIDER RESPONSIBILITY AFTER JOB ACCEPTANCE

Following job acceptance, CART Providers should contact the requester to exchange details about the assignment. The requester will provide information such as:

- Date, time and length of the assignment;
- Address of the assignment including specifics: the name of the building, floor, room number, etc.;
- The nature and format of the meeting (e.g., facilitated discussion, platform lecture, staff meeting, medical appointment, etc.);
- Number of participants and their names;
- Any specialized vocabulary and handouts that will be distributed at the event;
- Name and telephone numbers of the contact person at the assignment;
- ***Name and telephone number(s) for person to call 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***
- Confirmed billing information if the assignment is not MCDHH-paid.

CART Providers will give information such as approximate job cost.

Three or four days prior to the assignment, because details often change in the interval between booking and assignment, CART Providers should reconfirm job location and other key details with the requestor three or four days before the assignment.

On the day of the assignment CART Providers are expected to dress appropriate to the situation and behave in a manner that properly reflects the profession.

CART Providers should plan to arrive early for most assignments to allow sufficient time to prepare to begin working. If a CART Provider anticipates that s/he will be late (more than 10 minutes later than the actual starting time of the assignment) s/he should call MCDHH or the on-site contact person.

If you must cancel an assignment:

- If the CART Provider must cancel acceptance of an assignment, s/he is responsible for finding a replacement. Since consumers often have a preference for certain CART Providers, the CART Provider must call the CART Referral Specialist to get names and phone numbers of appropriate replacements. The CART Provider must notify the CART Referral Specialist of the final arrangement. If the MCDHH is purchasing the CART Provider service, MCDHH will not pay a replacement CART Provider unless notification of the name of the replacement CART Provider has been made known to the CART Referral Specialist prior to the assignment and the replacement CART Provider has a valid Contract with MCDHH.
- In the event of an emergency resulting in an inability to appear for an assignment, the CART Provider must contact the MCDHH Interpreter/CART Referral Services. The CART Referral Specialist will attempt to find a replacement. If unable to find a replacement, MCDHH will notify the requester. The CART Provider is responsible for contacting the requester directly when MCDHH is closed (e.g., for a weekend assignment, bad weather delayed opening or closure, Suffolk County holiday). ***CART Providers performing assignments for non-MCD03 government agencies or private entities should be sure to negotiate in advance***

payment responsibility for an emergency resulting in the CART Provider's inability to appear for an assignment.

- In the event of inclement weather or other situation beyond the CART Provider's control, the CART Provider is responsible for contacting the requester directly to negotiate safety issues, postponements, etc. as well as contacting their team when applicable. The CART Provider must notify the MCDHH Interpreter/CART Referral Service of the final arrangement. ***CART Providers performing assignments for non-MCD03 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 CART Provider by the Director of the Department of Interpreter/CART Services and appropriate action taken (e.g., suspension of referrals).

Liability Coverage

All CART Providers are encouraged to secure their own liability/malpractice insurance coverage.

MCD03 COMPENSATION STRUCTURE: AN OVERVIEW

The compensation structure in MCD03 is similar to that in predecessor CART contracts but contains pronounced differences in accordance with the goal to provide simplified invoices with fewer line items. These simplified invoices may be more easily produced by Providers and verified by paying entities, thereby introducing efficiencies at several points in the CART transaction process. One key result for MCD03 contract participants, especially those using the MCDHH-developed billing form, will be standardized billing practices consistent with sound internal controls.

The foundation of the compensation structure is the **base hourly rate** for both on-site and remote steno CART Providers. The **base hourly rate** is a function of CART certification level and number of consecutive years of participation in MCDHH's CART contracts.

Several additional reimbursements apply **only to on-site steno CART** and are explained in detail in conjunction with the fee schedule. They are:

- On-Site Fee
- Mileage
- Travel Time

Finally, the optional **ASCII output fee** applies to both **on-site and remote steno CART** whenever electronic ASCII output is requested when the job request is placed.

MCD03 COMPENSATION RATES FOR ON-SITE AND REMOTE STENO CART

BASE COMPENSATION RATES

	RATE C For MCD02 Providers without current certifications OR for <u>new</u> Providers without the CCP; new Providers have two years to earn the CCP or they are dropped from the contract	RATE B For MCD02 Providers with one or more current certifications below the CCP OR for <u>new</u> Providers with the CCP and less than 5 years on MCDHH's contract	RATE A For MCD02 Providers with the CCP OR for <u>new</u> Providers with the CCP and with five years or more on MCDHH's contract
New On-Site Steno CART Provider	\$95.00/hr	\$100.00/hr	N/A
MCD02 On-Site Steno CART Provider	\$95.00/hr	\$100.00/hr	\$105.00/hr
New Remote Steno CART Provider	\$95.00/hr	\$100.00/hr	N/A
MCD02 Remote Steno CART Provider	\$95.00/hr	\$100.00/hr	\$105.00/hr

Additional compensation for on-site steno CART:

- **On-Site Fee:** Includes prep time, projection writing if applicable, equipment transport and set-up, use of extra screen and/or monitor - **\$65.00 flat fee when the Provider's projection equipment is not being used**
- **On-Site Fee:** Includes prep time, projection writing if applicable, equipment transport and set-up, use of extra screen and/or monitor - **\$130.00 flat fee when the Provider's projection equipment is being used**
- **Mileage:** Computed on a per-mile basis at the Commonwealth rate for trips of twenty (20) miles or more one way. Mileage reimbursement includes allowance for gasoline, tolls, and vehicular wear and tear. The mileage reimbursement rate paid to CART Providers is tied to the rate paid to communication access providers who are Commonwealth employees; that is, Commonwealth employees who are members of collective bargaining unit 8 of SEIU or its successor organization. Any rate adjustments are effective on the date they are effective for these Commonwealth employees without the necessity of contract amendments.
- **Parking:** Parking fees are reimbursed providing *original* receipts are attached to the billing document
- **Travel Time:** Computed for trips of twenty (20) miles or more one way using standard MCDHH methodology based on the Provider's hourly rate; see below

Additional compensation for on-site and remote steno CART:

- **ASCII Fee:** Optional service that must be requested when the job request is made; **\$25.00 per writing hour for solo jobs; \$12.50 per writing hour for team jobs**

Calculating Compensation for Travel Time:

For travel of twenty (20) miles or more one-way, the CART Provider will be paid travel time, or, more specifically, the CART Provider 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 $\frac{1}{2}$ of the CART Provider's base hourly rate.

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

Here is the formula algebraically:

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

Example: The CART Provider (whose hourly rate is \$100.00/hour) traveled a total round trip of 85 miles (42.5 miles each way).

- 85 divided by 50 = 1.7
- 1.7 times \$50.00 = \$85.00

So the compensation for time spent traveling is \$85.00

MCD03 COMPENSATION RATES FOR SOLO PROVIDERS PERFORMING LONG JOBS

MCDHH has long followed a policy of requiring two CART Providers for assignments of more than two hours regardless of the existence of natural breaks, except for assignments of up to three hours known to have natural breaks. In the latter case a single CART Provider could work alone if she/he so desired. This policy was adopted to safeguard the CART Provider's physical health, such as by helping her/him avoid repetitive strain injuries.

It has become clear that *in certain situations* strict adherence to this policy resulted in unnecessary concentration of CART Providers at some jobs while other assignments went unfilled. For example, all-day meetings with significant lunch breaks are typically scheduled as a 2.5 hour morning session and a 2.5 hour afternoon session with a one-hour lunch break in between. A meeting like this might easily be handled by a single accommodating CART Provider, yet the old policy would require the deployment of two Providers.

Therefore, in MCD03 we are offering a special solo provider rate to be used after the first two hours in long assignments; that is, for jobs greater than three hours in length. ***The compensation rate for solo providers applies to both on-site and remote CART.***

MCD03 SOLO PROVIDER RATE – USE AFTER THE FIRST TWO HOURS FOR JOBS LONGER THAN THREE HOURS

	RATE C For <u>MCD02 Providers</u> without current certifications OR for <u>new Providers</u> without the CCP; new Providers have two years to earn the CCP or they are dropped from the contract	RATE B For <u>MCD02 Providers</u> with one or more current certifications below the CCP OR for <u>new Providers</u> with the CCP and less than 5 years on MCDHH's contract	RATE A For <u>MCD02 Providers</u> with the CCP OR for <u>new Providers</u> with a CCP and with five years or more on MCDHH's contract
New On-Site Steno CART Provider	\$166.25.hr	\$175.00.hr	N/A
MCD02 On-Site Steno CART Provider	\$166.25.hr	\$175.00.hr	\$183.75.hr
New Remote Steno CART Provider	\$166.25.hr	\$175.00.hr	N/A
MCD02 Remote Steno CART Provider	\$166.25.hr	\$175.00.hr	\$183.75.hr

NOTE: Accepting long jobs and the Solo Provider Rate is up to the individual CART Provider and is not a requirement for participation in the MCD03 contract.

MCD03 ADDITIONAL COMPENSATION AND BILLING TERMS AND CONDITIONS

These additional terms and conditions apply to all MCD03 contracts:

- **Minimum Assignment Duration:** The minimum assignment duration shall be two hours for on-site CART assignments and an hour and a half (1.5 hours) for remote CART assignments
- **Billing Increment:** Jobs are billed in quarter-hour (fifteen minute) increments, with billing to the next quarter hour.
- **Transcript:** A certifiable, printed transcript - \$3.00 per page.
- **Special Prep Time:** \$50.00 per job when requested by the CART Provider and authorized by the Requester in order to allow the CART Provider time to build a job dictionary that contains specialized terms, jargon, acronyms, proper names, and so on. Special preparation time can be requested and approved by the Requester infrequently and in very specific circumstances. Such circumstances might arise as related to some panel discussions, hearings in a public forum, and other situations in which a considerable amount of information would need to be gleaned from speaker handouts, charts, overheads, publications, agendas, meeting minutes, and other written material and typically pre-job telephone and fax communication with one or more participants in an effort to secure needed information.
- **Cancellation Period:** Jobs may be canceled by the Requester without penalty or financial obligation up to **three business days before the day/time of the assignment.**
- **Job Cancellation Three Business Days or Less Before the Job:** If an assignment is canceled by the Requester or Payer three business days or less before the day and time of the job, the Payer remains liable to the CART Provider for the full time booked, but not for the On-Site Fee in the case of on-site CART or for estimated travel time and mileage charges.
- **Unforeseen Events, Inclement Weather, and State of Emergencies:** From time to time events occur outside the control of the CART Provider 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; and personal medical emergencies. It is essential that the CART Provider 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 in advance due to the expectation of bad weather, there is no financial obligation on the part of the payer.
- **Cancellation of Short-Term Jobs:** If the MCDHH Interpreter/CART Referral Service books an assignment with a CART Provider less than three business days prior to the assignment time and subsequently cancels it, the CART Provider shall not bill for the canceled job. The Interpreter/CART Referral Service considers a CART job "unfilled" if a Provider cannot be identified three business days prior to the assignment and under most circumstances ceases efforts to fill the job. The CART Provider therefore would not expect additional job opportunities and consequently would not expect to earn additional income in the three-business-day period from MCDHH referrals. If a booking is made and then canceled, there is no income loss to the Provider because no income could reasonably be expected based on standard Interpreter/CART Referral Service practices.
- **Referral Error:** Occasionally, errors happen. Examples of errors on the part of MCDHH's Interpreter/CART Referral Service are double-booking CART Providers, failure to notify a booked CART Provider that a job has been canceled, and so forth. When these errors

happen, the CART Provider should bill MCDHH for the full time booked including the on-site fee in the case of on-site CART, but not for anticipated mileage and travel time unless the error only became apparent when the CART Provider had reached the job site. MCDHH should be billed regardless of the identity of the requester or payer of the original assignment.

- **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 he/she 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 work space is available.
- If the employee is **performing work** during the meal break period, then the employee may be paid. For example, if a CART Provider is being served dinner at a banquet and also providing communication access for individuals at her/his table, then the meal break should be considered billable time.

MGL Chapter 149, Section 100 has been held applicable to independent contractors and contract employees as well as regular employees.

If one of the above situations applies and the CART Provider is restricted in physical location and/or required to work through the 30 minute meal break, the CART Provider should indicate this in a note on her/his invoice or billing form.

Other situations will be addressed and resolved by the Director, Department of Interpreter/CART Services as they arise.

USE OF STANDARD BILLING FORM

The CART Billing Form used by MCDHH is available on COMM-PASS and is in the CART Manual. MCDHH strongly recommends that all Commonwealth agencies participating in MCD03 adopt this form if possible to maximize standardization and efficiencies for both agencies and CART Providers.

CART Providers offering Prompt Payment Discounts should note that fact on their invoices, including it in the shaded area if using a Commonwealth invoice or payment voucher form.

 The Commonwealth of Massachusetts <i>Executive Office of Health and Human Services</i> Massachusetts Commission for the Deaf and Hard of Hearing		150 Mount Vernon Street, Suite 550 Boston, Massachusetts 02125-3115 Tel: (617) 745-1800 TTY: (617) 745-1700 VP: (617) 745-1800 Fax: (617) 745-1880 http://www.mass.gov/mcdhb						
CART Invoice Form for MCDHH Paid Assignment INSTRUCTION TO VENDORS – Please fill in ALL and ONLY the shaded areas								
PRC DOCUMENT CODE <input style="width: 100%; height: 20px;" type="text"/> CT REFERENCE ENCUMBRANCE DOC <input style="width: 100%; height: 20px;" type="text"/>	HEADER INFORMATION <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Fiscal Year</td> <td style="width: 50%;"><input style="width: 90%;" type="text"/></td> </tr> <tr> <td>Period</td> <td><input style="width: 90%;" type="text"/></td> </tr> <tr> <td>Doc Total</td> <td><input style="width: 90%;" type="text"/></td> </tr> </table>	Fiscal Year	<input style="width: 90%;" type="text"/>	Period	<input style="width: 90%;" type="text"/>	Doc Total	<input style="width: 90%;" type="text"/>	For MCDHH use only <input style="width: 100%; height: 40px;" type="text"/>
Fiscal Year	<input style="width: 90%;" type="text"/>							
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Doc Total	<input style="width: 90%;" type="text"/>							
VENDOR INFORMATION								
Vendor/Customer ID (10 digit VC number) VC <input style="width: 60%; border-bottom: 1px dashed black;" type="text"/>								
Vendor Name <input style="width: 100%;" type="text"/>								
Vendor Address <input style="width: 100%;" type="text"/>								
City <input style="width: 60%;" type="text"/>	State <input style="width: 15%;" type="text"/>	Zip <input style="width: 25%;" type="text"/>						
LINE-COMMODITY INFORMATION								
Date of Service	Time of Service	From	AM / PM to	AM / PM				
Quantity	Unit of Measure	Description		Unit Rate	Amount			
	Hours							
	On-Site Fee	\$65 when not using provider's projector OR \$130 when using provider's projector						
	Mileage							
	Travel Time	Miles ÷ 50 =	X	% of Hour Rate =				
	ASCII output	hours @ \$25/hr solo; \$12.50/hr teamed						
	Parking/Other							
Grand Total								
VENDOR CERTIFICATION								
Consumer/Requester Signature – by my signature, I certify that I received service at the date and time specified in the box to the right			Date of Service: <input style="width: 100%;" type="text"/>					
Vendor Signature – by my signature, I certify that I rendered services as set forth above			Time of Service: <input style="width: 100%;" type="text"/>					
Vendor Invoice # <input style="width: 80%;" type="text"/>		Vendor Invoice Date <input style="width: 100%;" type="text"/>						
LINE-ACCOUNTING INFORMATION								
Commodity Line # <input style="width: 30%;" type="text"/>		Service from Date (mm/dd/yyyy) <input style="width: 30%;" type="text"/>		Service to Date (mm/dd/yyyy) <input style="width: 30%;" type="text"/>				
Event Type	Line Description	Subtotal Line Amt	Ref Acct Line	P / F	Fund / Sub-Fund			
AP01								
Department	Unit	Appropriation	Object	Program	Program Period			
MCD	0001							
To the Comptroller of the Commonwealth of Massachusetts – I hereby certify under penalties of perjury that all laws of the Commonwealth governing disbursement of public funds and the regulation thereof have been complied with.								
Prepared by <input style="width: 80%;" type="text"/>		Title Accountant		Date <input style="width: 100%;" type="text"/>				
MMARS Entry by <input style="width: 80%;" type="text"/>		Title Clerk IV		Date <input style="width: 100%;" type="text"/>				
Submitted by <input style="width: 80%;" type="text"/>		Title Business Manager		Date <input style="width: 100%;" type="text"/>				

MCDHH-Created Billing Form

PERFORMANCE EXPECTATIONS FOR MCD03 CART PROVIDERS: 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 for CART Providers will help achieve this goal.

The components of MCDHH's Quality Assurance Program include but are not limited to:

- **Ongoing skill development** through the continuing education program of the National Court Reporters Association (NCRA) 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
- **Involvement of the consumer community** through a program of feedback solicitation
- **Performance feedback** in all types of communication situations in which the individual CART Provider does jobs, including general audience projection situations if the Provider accepts such assignments
 - In the event that the MCDHH Quality Assurance Program uncovers unfavorable performance reports about a specific CART Provider, MCDHH will 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
- **In the event a Provider receives unfavorable feedback that represents a pattern rather than a single occurrence**, a meeting will be held with the Director, Department for Interpreter/CART Services, MCDHH's Procurement & Contracting Manager, and the CART Provider 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;
 - Teamed (simultaneous) CART jobs in which the ASCII disk is submitted for outside assessment; or
 - Some other activity to be suggested by one of our Providers to whom we consult for comment and recommendation
- **Progressive sanctions** will be built into the program in a transparent manner in the event that Providers receiving unfavorable feedback are 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 CART Provider 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 Provider may be suspended from receiving job referrals for a period of time. If the problem is not corrected after three opportunities to improve, the Provider's contract may be terminated.
- **Termination decisions** are made by the Commissioner, MCDHH, with the advice and recommendation of the Director, Department for Interpreter/CART Services and the Deputy

Commissioner for Policy and Programs, and only in the most intractable cases.

In addition to the Quality Assurance Program, MCDHH also expects CART Providers to comply fully with its "Standards of Professional and Ethical Conduct" as detailed in a subsequent section of this document.

MCDHH'S GUIDELINES FOR STANDARDS OF PROFESSIONAL & ETHICAL CONDUCT FOR CART PROVIDERS

The following are the principles of professional and ethical conduct and accompanying guidelines to protect and guide CART Providers, consumers, and the public to ensure for everyone the right to communication access under the American with Disabilities Act of 1990 (ADA) and other pertinent state and federal laws.

A Court Reporter¹ that has received additional training and approval as a CART Provider, when functioning in the role of a CART Provider, is engaging in a type of "interpreting" using the term in its broadest meaning. Since Deaf, Late-Deafened and many Hard of Hearing people as well as the hearing people in agencies accustomed to using interpreters see CART Providers as a type of "interpreter", these individuals who use CART Services then also tend to expect from the CART Provider the same standards of professional conduct on the job and the same for the ethical behavior as they would of an Interpreter for the Deaf. Therefore the MCDHH Standards of Professional & Ethical Conduct for CART Providers are related to those promulgated and in long standing use by the Registry of Interpreters for the Deaf, Inc. in conjunction with the ethical standards of the court reporting profession.

The MCDHH Standards of Professional & Ethical Conduct for CART Providers are as follows:

A. The CART Provider will preserve the privacy of a consumer's personal information and whereabouts gained in the course of provision of CART Service.

Guidelines: A CART Provider provides service in four general types of settings: in the courtroom or in other proceedings within the legal system; in the classroom; in an open forum or meetings in the presence of an audience; or in a private setting. Courtesy and discretion are required of the CART Provider at all times. Common sense and professional judgment must be exercised at all times, lest a casual word or action betray a consumer's confidences or violate a client's privacy. Especially where CART service is provided in a private setting, privacy of the consumer's information and privacy of the person must be maintained. CART trainees may be present at an assignment with the CART Provider to gain on-the-job experience only after securing the consent of the (payer and the Deaf or Hard of Hearing) consumer in situations that are otherwise private and/or confidential.

B. The CART Provider will at all times render an instantaneous English text translation of the spoken English as nearly word for word as possible while striving to convey the content and spirit of the speaker's message.

Guidelines: Since CART service is provided as an auxiliary service for communication access and a verbatim record is not mandatory, the CART Provider renders a translation as nearly word for word as possible. Substitute language, which is computer-translatable, may be employed but only to reduce the occurrence of un-translated text in the CART realtime output so long as the content and spirit of the speaker's words are conveyed.

The CART Provider strives to render as faithful and accurate a translation (word-for-word) as possible, omitting nothing and adding nothing.

The CART Provider may not counsel, advise or interject personal opinions for any reason while engaged in a paid assignment.

C. CART Providers will accept assignments for which they are qualified, using discretion and professional judgment regarding the nature of the assignment and skill level

¹ MCDHH recognizes that Court reporting is not the only route of entry into the CART profession – March, 2011.

required to render appropriate CART service.

Guidelines: A CART Provider must accept only assignments that s/he is both qualified to perform and temperamentally suited to perform. In assessing the requirements of a prospective assignment, the CART Provider should take into consideration (1) his/her familiarity and experience with the subject matter, (2) the relative importance of complete precision in translation in terms of the nature of the event and impact on the individual, and (3) the duration in hours of the assignment in order to judge whether s/ he has the requisite background and stamina to provide a consistent high quality of service to the consumer throughout the assignment's duration.

D. The CART Provider will request compensation for services and ascertain particulars of billing/payment in a professional and judicious manner.

Guidelines: CART Providers shall be knowledgeable about fees, which are appropriate to the realtime reporting profession in general and to the CART Providing profession in particular. When negotiating rates for assignments, the CART Provider shall charge an appropriate fee consistent with the CART Provider's certification, level of skill, length of experience, and nature of the assignment.

There are circumstances where it may be acceptable for CART Providers to provide services without charge. This should be done with discretion, taking care to preserve the integrity and self-respect of the consumers. When providing pro bono services, care should be taken so that the livelihood of other CART Providers will be protected.

Details regarding CART services, including who is responsible for payment, the agreed upon rate, whether a rough edited diskette will be ordered, or specifically what additional projection related services are to be provided shall be arranged with the CART Referral Specialist and the requester at the time the CART Provider accepts the assignment. These details should not be discussed at the job site except in private with the person in charge. Questions regarding payment should only be discussed with the payer or person-in-charge on site and should never be discussed with a consumer or other participant at a job site.

According to the view of MCDHH, neither provision nor printout of a diskette or verbatim certifiable transcript is a primary facet of CART Services.² Any request for an actual printed transcript will be treated as a request for transcript. In other words, if this is the only request, the requester will be referred to court reporting firms in general.³ If it is a request in addition to a CART Service request, the additional court-reporting request will be presented to the CART Provider to be referred for separate negotiation between the requester and the CART Provider as a court reporter function.

A CART Provider may be required to provide an ASCII diskette of his/her CART output following an assignment. Before outputting the file to diskette, the text should be scan edited to achieve a standard of nearly verbatim accuracy. "Scan edit" means inserting global defines and scanning the file in order to correct untranslated shorthand outlines and obvious errors. A scan edit does not produce a verbatim, certifiable transcript. Details of verbatim preparation are ignored such as complete punctuation, capitalization, paragraphing, verifying spellings of proper names, and checking quoted material. Since a scan edit is not a word-for-word edit, occasional mistranslation will remain undetected and uncorrected. (NOTE: When a rough-edited diskette is requested, an output of scan edit quality is assumed unless the ordering party specifies an unedited output, i.e., the CART output exactly as displayed on the realtime screen.)

Where payment for CART service is the responsibility of a party other than the consumer, the CART Provider must determine (1) who, if anyone may receive an ASCII diskette of the CART output and (2) who is responsible for payment. (See the contract for additional terms.)

E. The CART Provider will at all times maintain his/her professional role and perform in a

² The primary role of the CART Provider and CART Services in general is the provision of communication access – March 2011.

³ Commonwealth agencies interested in text representation of communication events are referred to OSD's statewide contract for Court Reporting Services – March 2011.

manner appropriate to the situation.⁴

Guidelines: For the consumer, the best CART service is rendered with high competence and as unobtrusively as possible. The CART Provider must exercise discretion in situations, which may warrant interrupting the proceedings in order to insure the integrity of the CART translation. Interruptions for any reason should be minimized, if the situation permits them at all. Care should be taken not to call undue attention either to the consumer or to oneself.

A CART Provider's role is to facilitate communication. That function should be accomplished as quietly and unobtrusively as possible. It is rarely appropriate for a CART Provider to step outside that role, even if invited to do so. A CART Provider should decline any invitation or suggestion to comment, interject, advise, respond to inquiries, or in any way become involved in the proceeding outside the role of CART Provider. In special circumstances, a CART Provider may be asked to step out of role to answer questions about the service, to demonstrate equipment during a break, or to schedule future dates. These requests to step out of role may be granted with the approval of the consumer of CART service. Deviation from role should be the exception and should be discouraged. If necessary, the CART Provider should politely explain the necessity to stay "in role".

In the event that CART Providers and Interpreters for the Deaf are providing services simultaneously at an assignment for the same or different consumers, the CART Provider will strive to work in concert with the interpreters in order to provide for the needs of all consumers using interpreter and CART services, including lighting requirements and positioning of equipment and personnel.

F. The CART Provider strives to maintain high professional standards through acquisition of appropriate certifications and the maintenance of current knowledge in the field.

Guidelines: CART Providers should further their knowledge and skills through participation in workshops, professional meetings, interaction with professional colleagues who are doing CART Providing and reading of current literature in the areas of realtime writing, CART Providing, and aspects of providing communication access for people who are Deaf and Hard of Hearing.

G. The CART Provider will be fair and impartial toward each participant in all aspects of CART service and will be alerted to situations that are a conflict of interest.

Guidelines: Situations that may result in the CART Provider's inability to be impartial or that may give the appearance of a conflict of interest require disclosure to determine if the CART Provider cannot function effectively as a facilitator of communication. Therefore, the CART Provider is required to disclose any potential conflict of interest or inability to be impartial.

A CART Provider should provide service in a setting where s/he and the consumer are both comfortable

The duty of impartiality requires that a CART Provider withdraw from an assignment as soon as it appears that a conflict of interest exists or his/her impartiality may be compromised. Such circumstances may include, for example, an assignment involving a participant who is a close friend, family member, or business associate, or an assignment wherein the subject matter under discussion involves a close friend, family member or business associate.

CART Providers shall generally refrain from providing services in situations where family members or close personal or professional relationships may affect impartiality. If services are provided in such situations, especially in legal settings, it is difficult to prove oneself unbiased when challenged. In some situations, including emergencies, the requirements of this guideline may be waived. However, all parties must be informed that the CART providers shall not become personally involved and must stay in role at all times during the proceedings.

⁴ A CART Provider on assignments booked through MCDHH's Interpreter/CART Referral Service shall not distribute business cards to solicit private bookings as this practice conflicts with the guideline of calling undue attention to oneself and is stepping outside of the role of a communication facilitator – March 2011.

INSTRUCTIONS FOR SUBMISSION OF RESPONSE PACKAGE TO PROVIDE ON-SITE STENO CART

MCDHH, as the lead agency in this multiple department procurement, welcomes applications from On-Site Steno CART Providers, both individuals and business entities. Applications may be submitted beginning May 1, 2011 and will be accepted throughout the life of the contract including all options to renew. Mail application packages to:

Ms. Jane Sokol Shulman
RFR MCD03 Application Review Team
MA Commission f/t Deaf and Hard of Hearing
150 Mount Vernon Street, Suite 550
Dorchester, MA 02125

Applications for On-Site Steno CART: Individuals and business entities wishing to apply for contract MCD03 as On-Site CART Providers should send a package containing the following:

- A letter of interest/application:
 - From **individual** applicants, containing:
 - A brief statement of qualifications as a CART Provider,
 - The highest CART certification the applicant has attained,
 - Whether this certification is current (active), and
 - An affirmation that, if accepted as a member of the MCD03 contract, the applicant will follow MCDHH's Guidelines for Standards of Professional & Ethical Conduct for CART Providers
 - From **business contractors**, containing:
 - A brief statement of qualifications as a CART Provider,
 - The highest CART certification the applicant has attained,
 - Whether this certification is current (active)
 - Agreement that all subcontractors of the applicant sent to jobs requested by MCD03 agencies booked through MCDHH's Interpreter/CART Referral Service will meet the same requirements, including certification(s) held, as the Business CART Provider whose name is on the contract,
 - Agreement that the business contractor is responsible for verifying that each subcontractor is able to sustain performance of at least 180 words per minute at no less than 96% accuracy for a minimum of 55 minutes without a break in order for that subcontractor to be eligible for MCDHH-booked assignments requested by any agency or entity using the Interpreter/CART Referral Service, and
 - Acknowledgement that failure to meet the subcontractor requirements will result in progressive sanctions up to and including termination of contract, and
 - An affirmation that, if accepted as a member of the MCD03 contract, the applicant will follow MCDHH's Guidelines for Standards of Professional & Ethical Conduct for CART Providers
- A current resume

- Proof that the applicant is a current member of the National Court Reporters Association (NCRA)
- A copy of the applicant's current CCP (Certified CART Provider) certification from the NCRA, any other current NCRA certification(s), and/or a current CART or court or stenotype certification from Massachusetts or another state; **if the applicant does not hold a current certification, enclose copies of any non-current professional certifications and append a note stating that the certification(s) is/are non-current**
- CART Provider Data Sheet for On-Site CART
- CORI Form (available on Comm-PASS)
- Commonwealth Standard Terms & Conditions Form, for CART Providers not already on the MMARS accounting system or who do not already have a Vendor/Customer Number (available on Comm-PASS)
- Commonwealth W-9 Form, for CART Providers not already on the MMARS accounting system or who do not already have a Vendor/Customer Number (available on Comm-PASS)
- Contractor Authorized Signature Verification Form (available on Comm-PASS)
- Authorization for Electronic Funds Payment, for individuals not already receiving payment through EFT (strongly recommended; hypertext link available on Comm-PASS; exemption by written request only)
- A Supplier Diversity Program Plan for FY'12 indicating *dollar level of commitment scaled to Applicant's anticipated MCD03 earnings from Commonwealth entities; see instructions in the two "Supplier Diversity Program Plan" sections*
- The names and contact information of three references whom MCDHH may contact. These references may be employers, consumers for whom the applicant provided CART services, or another CART provider with whom the applicant studied or teamed.
 - *This requirement is waived for CART Providers holding MCD02 contracts for On-Site CART and wishing to provide On-Site CART under MCD03*

Any application package missing any component listed above may be considered non-responsive and be excluded from further consideration. All qualifying proposals will be forwarded for further review.

For the convenience of applicants, a chart has been prepared showing what documents to include in an application package for Providers wishing to apply for On-Site, Remote, or both types of CART Services. This chart follows the two "Instructions for Submission of Response Package" sections."

INSTRUCTIONS FOR SUBMISSION OF RESPONSE PACKAGE TO PROVIDE REMOTE STENO CART

MCDHH, as the lead agency in this multiple department procurement, welcomes applications from Remote Steno CART Providers. Applications may be submitted beginning May 1, 2011 and will be accepted throughout the life of the contract including all options to renew. Mail application packages to:

Ms. Jane Sokol Shulman
RFR MCD03 Application Review Team
MA Commission f/t Deaf and Hard of Hearing
150 Mount Vernon Street, Suite 550
Dorchester, MA 02125

Applications for Remote Steno CART: Individuals and business entities wishing to apply for contract MCD03 as Remote CART Providers should send a package containing the following:

- A letter of interest/application:
 - From **individual** applicants, containing:
 - A brief statement of qualifications as a CART Provider,
 - The highest CART certification the applicant has attained,
 - Whether this certification is current (active),
 - An affirmation that, if accepted as a member of the MCD03 contract, the applicant will follow MCDHH's Guidelines for Standards of Professional & Ethical Conduct for CART Providers,
 - How the applicant will assess, over the phone with the requester, whether a particular location is able to support remote CART through its available technological infrastructure and IT personnel,
 - How the **audio** will be transmitted from the communication event to the Provider,
 - What internet platform(s) will be used to transmit the **text output** from the Provider back to the consumer or communication event, and
 - What back-up services, systems, or methods the applicant will have available in the event of primary system failure to ensure uninterrupted service to the job location.
 - From **business contractors**, containing:
 - A brief statement of qualifications as a CART Provider,
 - The highest CART certification the applicant has attained,
 - Whether this certification is current (active)
 - Agreement that all subcontractors of the applicant sent to jobs requested by MCD03 agencies booked through MCDHH's Interpreter/CART Referral Service will meet the same requirements, including certification(s) held, as the Business CART Provider whose name is on the contract,
 - Agreement that the business contractor is responsible for verifying that each subcontractor is able to sustain performance of at least 180 words per minute

at no less than 96% accuracy for a minimum of 55 minutes without a break in order for that subcontractor to be eligible for MCDHH-booked assignments requested by any agency or entity using the Interpreter/CART Referral Service, and

- Acknowledgement that failure to meet the subcontractor requirements will result in progressive sanctions up to and including termination of contract,
 - An affirmation that, if accepted as a member of the MCD03 contract, the applicant will follow MCDHH's Guidelines for Standards of Professional & Ethical Conduct for CART Providers,
 - How the applicant will assess, over the phone with the requester, whether a particular location is able to support remote CART through its available technological infrastructure and IT personnel,
 - How the **audio** will be transmitted from the communication event to the Provider,
 - What internet platform(s) will be used to transmit the **text output** from the Provider back to the consumer or communication event, and
 - What back-up services, systems, or methods the applicant will have available in the event of primary system failure to ensure uninterrupted service to the job location.
- A current resume
 - Proof that the applicant is a current member of the National Court Reporters Association (NCRA)
 - A copy of the applicant's current CCP (Certified CART Provider) certification from the NCRA, any other current NCRA certification(s), and/or a current CART or court or stenotype certification from Massachusetts or another state; **if the applicant does not hold a current certification, enclose copies of any non-current professional certifications and append a note stating that the certification(s) is/are non-current**
 - CART Provider Data Sheet for Remote CART
 - CORI Form (available on Comm-PASS)
 - Commonwealth Standard Terms & Conditions Form, for CART Providers not already on the MMARS accounting system or who do not already have a Vendor/Customer Number (available on Comm-PASS)
 - Commonwealth W-9 Form, for CART Providers not already on the MMARS accounting system or who do not already have a Vendor/Customer Number (available on Comm-PASS)
 - Contractor Authorized Signature Verification Form (available on Comm-PASS)
 - Authorization for Electronic Funds Payment, for individuals not already receiving payment through EFT (strongly recommended; hypertext link available on Comm-PASS; exemption by written request only)
 - A Supplier Diversity Program Plan for FY'12 indicating *dollar level of commitment scaled to Applicant's anticipated MCD03 earnings from Commonwealth entities; see instructions in the two "Supplier Diversity Program Plan" sections*
 - The names and contact information of three references whom MCDHH may contact. These references may be employers, consumers for whom the applicant provided CART services, or another CART provider with whom the applicant studied or teamed.
 - *This requirement is waived for CART Providers holding MCD02 contracts for On-Site CART and wishing to provide On-Site CART under MCD03*

Any application package missing any component listed above may be considered non-responsive and be excluded from further consideration. All qualifying proposals will be forwarded for further review.

For the convenience of applicants, a chart has been prepared showing what documents to include in an application package for Providers wishing to apply for On-Site, Remote, or both types of CART Services. This chart follows the two “Instructions for Submission of Response Package” sections.”

SUMMARY: CONTENTS OF MCD03 APPLICATION PACKAGE

The following table summarizes the documents that make up complete application packages for on-site, remote, and both types of CART Services for MCD03.

Document	Application for On-Site CART	Application for Remote CART	Application for Both Types of CART
Letter of application for on-site CART	Yes		Yes
Letter of application for remote CART		Yes	Yes
Current resume	Yes	Yes	Yes
Proof of NCRA membership	Yes	Yes	Yes
Copy of CCP or other certification(s)	Yes	Yes	Yes
CART Provider Data Sheet for On-Site CART	Yes		Yes
CART Provider Data Sheet for Remote CART		Yes	Yes
CORI form	Yes	Yes	Yes
Commonwealth Standard Terms & Conditions	Yes	Yes	Yes
Commonwealth W-9 Form	Yes	Yes	Yes
Contractor Authorized Signature Verification Form	Yes	Yes	Yes
Authorization for Electronic Funds Payment; or written request for exemption	Yes	Yes	Yes
Supplier Diversity Program Plan for FY'12	Yes	Yes	Yes
Names and contact information for three references for on-site CART	Yes, unless on MCD02 contract for on-site CART		Yes, unless on MCD02 contract for on-site CART
Names and contact information for three references for remote CART		Yes, unless on MCD02 contract for remote CART	Yes, unless on MCD02 contract for remote CART

SUPPLIER DIVERSITY PROGRAM PLAN REQUIREMENT

The Supplier Diversity Program and the Operational Services Division require the following language to be included in all RFRs effective February 2011:

Massachusetts Executive Order 524 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their response for evaluation. It is required that Supplier Diversity Program (SDP) participation accounts for no less than 10% of the total points in the evaluation. Higher evaluation points may be awarded to SDP Plans that show more commitments for use of certified vendors in the primary industry directly related to the scope of the RFR, subcontracting expenditures and partnerships for the purpose of contracting with the Commonwealth.

The PMT **requires** bidders to make a significant commitment to partner with certified Minority- and Women-Owned Businesses in order to be awarded a contract. A Supplier Diversity Office (SDO), formerly known as SOMWBA, certified Bidder may not list itself (or an affiliate) as being a Supplier Diversity Program (SDP) partner to its own company. In addition, a narrative statement can be included to supplement the SDP Plan Form providing further details of the SDP commitments. The submission of this narrative statement does not replace the requirement of the SDP Plan Form. Bidders must submit one form for each M/WBE SDP Relationship. **Please note that no bidder will be awarded a contract unless and until they agree to commit to at least one (1) of following three (3) SDP Components:**

1. **Subcontracting:** If Bidder commits to Subcontracting in their SDP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded contract, with a SDO certified company or a company that has applied for certification. Although this is only one of several options to meet the requirements for participation in the Affirmative Market Program, Bidder's submission of subcontracting commitments may be weighted most heavily. The PMT will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the M/WBE subcontractor in the Bidder's bid package.
2. **Ancillary Uses of Certified M/WBE Firm(s):** If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) (or companies that have applied for certification) in their SDP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs, if any, must be included on the SDP Plan Form.
3. **Growth & Development:** If a Bidder commits to Growth and Development in their SDP plan, then they must submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SDO certified companies.

Once an SDP Plan is submitted, negotiated and approved, the PMT or a subset thereof will then monitor the contractor's performance.

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: www.mass.gov/sdp.

Additional Supplier Diversity Program resources that may be useful include but are not limited to:

1. The Massachusetts Supplier Diversity (SDO) website <http://www.mass.gov/sdo>. You can query certified M/WBE businesses eligible to participate in the SDP by business type, geographic area and certification status. This is the best source for finding SDP partners. Note: When using the SDO online search engine to find a certified business in a particular industry or field of interest, please be general rather than specific. If your query is too specific you will receive fewer results. Finally, if the results of your query are not sufficient and you need assistance, please contact SDO directly at 617-973-8692.
2. If you cannot locate a SDO certified vendor to partner within the city, town or state where your business is located, you may use a non-SDO certified minority or women-owned business that is eligible and willing to become certified. When filling out your SDP Plan, you must make note of that and ensure that the M/WBE participant contacts SDO at the number listed above to receive the required paperwork to become certified. Non-certification does not exclude you from partnering with a minority or women-owned business as long as the intent to become certified is noted and facilitated. Documentation verifying submission of the certification application must be submitted as part of the bid response.
3. Minority and Women owned business enterprises that are not currently SDO certified and would like to be considered as a certified M/WBE for an RFR should submit an application for qualification prior to the RFR bid response due date. Documentation verifying submission of the certification application must be submitted as part of the bid response. For further information on SDO certification, contact their office at 617-973-8692 or via the Internet at www.mass.gov/sdo
4. The Supplier Diversity Program website contains a list of certified businesses that have acquired statewide contracts as prime contractors. You can find this list at <http://www.somwba.state.ma.us/BusinessDirectory/BusinessDirectory.aspx> .
5. Both Supplier Diversity Office and the Supplier Diversity Program have workshops that can be very helpful to attain SDO Certification and to help contractors find certified subcontractors. Check out their Web Sites at www.mass.gov/sdo and www.mass.gov/sdp respectively.
6. Department Supplier Diversity Program Officers are a great resource when researching specific vendor pools. They have firsthand knowledge of and relationships with the certified vendor community. A list of SDP Officers and their contact information can be found on the SDP website, www.mass.gov/sdp under the "SDP Program Participants" screen.
7. Members of Procurement Management Teams and the Procurement Team Leader/Contract Manager may be able to provide a list of potential SDP partners within the primary industry of the RFR. This information should be requested at the Bidder's Conference or Bidder's Forum.

MCDHH GUIDANCE ON SUPPLIER DIVERSITY PROGRAM PLANS

As a first step to developing a responsive Supplier Diversity Program Plan, MCDHH recommends that CART Providers project his/her annual earnings from Commonwealth jobs. Note that all Commonwealth entity jobs should be included regardless of whether the agency is likely to participate in the MCD03 contract. A reasonable estimate of future Commonwealth earnings might be prior year's earnings if such information is available.

Next, CART Providers should study the list of vendors who are certified to participate in the Supplier Diversity Program using one or more of the links (URLs) on the previous pages to see what businesses they are in. One of the easiest ways to fulfill the SDP Plan requirement is by Ancillary Uses of Certified M/WBE Firm(s). A scan of the certified vendor list may reveal specific vendors whose goods and services would be useful and valuable to CART Providers in the course of conducting their business. Examples might be office supplies and printing services.

Finally, the following table represents one approach to the "significant commitment" required by the Supplier Diversity Program and shows a reasonable annual financial commitment for each CART Provider in developing her/his Supplier Diversity Program Plan. Note that the total amount may be spread among multiple M/WBE firms:

Annual Projected Commonwealth Earnings	Total Supplier Diversity Program Plan Commitment
Less than \$5,000	\$0
\$5000	\$200
\$10,000	\$350
\$15,000	\$500
\$25,000	\$800
\$30,000	\$1,000
\$50,000	\$2,000

Actual spending relative to the plan must be submitted at the end of the contract year and is due thirty (30) days after the end of the contract (fiscal) year, or on July 30. Submit planned and actual spending to:

MCD03 Supplier Diversity Program Plan Assessment
 MA Commission f/t Deaf and Hard of Hearing
 150 Mount Vernon Street, Suite 550
 Dorchester, MA 02125

Supplier Diversity Program Plans must be submitted annually. Since the Plan must be reviewed and approved by the PMT, they will be due no later than May 1 prior to the start of the contract (fiscal) year that the CART Provider wishes to contract in. Submit proposed future fiscal year Supplier Diversity Program Plan to:

MCD03 Supplier Diversity Program Plan Assessment
 MA Commission f/t Deaf and Hard of Hearing
 150 Mount Vernon Street, Suite 550
 Dorchester, MA 02125

COMM-PASS ONLINE BIDDER'S FORUM: OPPORTUNITY TO ASK QUESTIONS

Once the Request for Response for MCD03: CART (Communication Access Realtime Translation) Services is posted on Comm-PASS, an online bidder's forum will be set up.

This online bidder's forum, an alternative to an in-person bidder's forum, is for the express purpose of ***allowing prospective bidders the opportunity to submit questions that will assist in the submission of responsive application packages to this solicitation.***

The online bidder's forum will be open for questions from Thursday, March 31 through the close of business on Tuesday, April 5 including the weekend. It may be accessed as follows:

- Log on to Comm-PASS at www.comm-pass.com
- Click on **FORUMS**
- Choose **Search for a Bidder's Forum**
- In the second beige block, in the "Referenced Solicitation Number" field enter **MCD03** and hit <enter>
- You will see "There are 1 Forum(s) found that match your search criteria" at the top of the page" as a link. Click on it.
- You will be brought to a page titled "Forum Search Result" and with information about MCD03. Click on the eyeglasses icon on the far right.
- Note the tabs:
 - Summary
 - Contact
 - Rules
 - Physical Conference
 - Sign-In List
 - Question/Answer
- Questions are entered on the "Question/Answer" tab. There is no limit to the number of questions a prospective bidder may enter.

Definitive answers will be posted on the "Question/Answer" tab no later than Friday, April 8, 2011.

EVALUATION OF RESPONSE PACKAGE AND NEXT STEPS IN APPLICATION PROCESS

MCDHH will review each Provider's application package. If all components are present, the Provider's base rate will be determined. What happens next depends on whether the Provider is an MCD02 contract holder applying to provide the same type of CART Services under MCD03, or alternatively an MCD02 contract holder applying to provide a different type of CART Services under MCD03 or a new applicant.

For MCD02 Providers applying to provide the same type of CART Services under MCD03 the process will be simple.

- MCDHH will send the Provider copies of her/his MCD03 contract to sign and return

For MCD02 Providers applying to provide a different type of CART Services under MCD03 and for all New Providers the process is a little lengthier.

- MCDHH will send a certified letter stating the base rate they are eligible for. If that rate is acceptable, they will be asked to contact us to schedule a complimentary audition (two hours for on-site and one and a half hours for remote CART) and an informational meeting with the Interpreter/CART Referral Service
- The evaluation form used to score the audition appears on the next page
- If the applicant passes the audition, MCDHH will send them a contract amendment adding the new type of CART Service (MCD02 Providers already on MCD03 contract for their prior type of CART Services) or a new contract (New Providers) to sign and return.

As noted previously, bidders/applicants chosen to join the MCD03 CART Services contract will be required to complete a number of standard Commonwealth of Massachusetts forms. These forms include, but are not limited to:

- Standard Contract/Amendment Form
- Contract Authorized Signature Verification Form
- Authorization for Electronic Funds Transfer form (for individuals not already receiving payment through EFT; exemption from EFT granted only for claims that this requirement is a hardship or unduly burdensome with specific reason cited in a written request)
- Executive Order 504 Contractor Certification Form
- Supplier Diversity Program Plan form, completed and filed annually
- Commonwealth Standard Terms and Conditions, if not previously completed and filed
- Commonwealth W-9 form, if not previously completed and filed
- CORI (Criminal Offender Record Information) Check Form

Upon return of the signed contract, it will be processed internally and upon completion of processing the individual will receive an executed copy of his/her contract and will be eligible for job referrals.

PROVIDER AUDITION

Prior CART contracts used certifications and references to assess whether a Provider met MCDHH's standards for on-the-job quality of CART service delivery to consumers. Both have substantial drawbacks. Skills-based certifications are typically based on a five minute test and references include an element of selection by the Provider.

A demonstration of the CART Provider's skill in an actual job setting is a far better indicator of his or her capabilities than either on-paper certifications or references from Provider-selected individuals. For this reason an audition of a length equal to the minimum assignment duration for the type of CART being applied for is part of the MCD03 application process, i.e., two hours for on-site CART and an hour and a half for remote CART.

The communication setting for the audition will be a multi-voice meeting consisting of hearing and Deaf individuals, some of the latter of whom may speak through sign language interpreters. The individuals participating in this communication event will be highly trained users of communication access services in the sense that they will routinely announce their names before participating in the discussion and almost never will engage in cross-talk. If the Provider is applying to provide remote CART the audition will be held in MCDHH's basement conference room if at all possible. This location has been optimized for the transmission of verbal communication for remote CART: each participant has his or her own microphone, which connects via speaker system to a VoIP speaker phone.

The following evaluation system will be used for auditions of both on-site and remote CART:

CRITERION	ABOVE AVERAGE / EXTRA- ORDINARY	AVERAGE	BELOW AVERAGE / UNACCEP- TABLE	N/A OR CAN'T EVALUATE
The output is easy to understand and makes sense				
The output is free of obvious errors and mis-translates				
The output has few if any skipped words and/or omitted phrases				
Participants are clearly and accurately identified				
There is no obvious deterioration in performance as the audition progresses				
Homonyms (their / there; maid / made) are accurately written				
I believe the output is a true verbatim representation of the communication event				
My assessment of this Provider's skill is:				

Scoring the Audition:

- Each "Above Average / Extraordinary" rating counts as 10 points
- Each "Average" rating counts as 5 points
- Each "Below Average / Unacceptable" rating counts as 3 points
- Each "N/A or Can't Evaluate" rating counts as 0 points

The scores of all participants in the auditions will be collected and averaged. CART Providers earning average scores of 50 or above will be considered to have passed the audition.

ADDITIONAL INFORMATION

MCDHH-SPECIFIC TERMS AND CONDITIONS:

- a) The Bidder is responsible for any and all costs associated with the preparation of the RFR response.
- b) All response submissions, regardless of whether a contract is ultimately awarded to a particular Bidder, become the property of the Massachusetts Commission for the Deaf and Hard of Hearing.
- c) The Agency may, during response review or at any time prior to selection, cancel a Request for Response or reject any or all responses if the Agency determines that such action is in the best interest of the Commonwealth.
- d) The Commission for the Deaf and Hard of Hearing and the Commonwealth of Massachusetts make no guarantee that any commodities or services will be purchased from any contract resulting from this RFR.
- e) MCDHH reserves the right to renegotiate and adjust rates, performance terms, and/or performance measures at any time during the life of the statewide contract.
- f) All materials developed by the winning Contractors under this contract such as hand-outs, outlines, mailing lists, workshop agenda, publicity notices, and other materials will remain the property of the Massachusetts Commission for the Deaf and Hard of Hearing.
- g) The Massachusetts Commission for the Deaf and Hard of Hearing anticipates monitoring and evaluating the Contractor's performance on an ongoing basis. Any contract resulting from this solicitation may be terminated at any time if the Contractor is unable to meet performance standards after given a reasonable opportunity to improve performance.
- h) This Request for Response is developed in good faith based on needs known at the time of document preparation. Should additional information become available during the term of this contract suggesting the advisability of a different strategy and/or additional contract goals or performance benchmarks, MCDHH reserves the right to modify the contract accordingly, including adjusting the contract term, dates of performance, and/or contract maximum obligation.

COMMONWEALTH OF MASSACHUSETTS STANDARD RFR PROVISIONS:

This section, the Commonwealth of Massachusetts Standard RFR Provisions, is found in the "Forms and Terms" tab of the MCD03 Solicitation posting on Comm-PASS. It is included in the RFR for the convenience of individuals contemplating filing applications prior to July 1, 2011 and is current as of spring 2011. Prospective bidders considering applying after July 1, 2011 should consult the "Forms and Terms" tab to check for an updated version of the Commonwealth of Massachusetts Standard RFR Provisions.

Issue Date: November 1, 2005
Refresh Date: August 13, 2007

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions* (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

The terms of *801 CMR 21.00: Procurement of Commodities and Services* (and *808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services*, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

Items with the text, "*Required for POS Only*" specify a requirement for Purchase of Service (POS) human and social services procured under 801 CMR 21.00, *Procurement of Commodities or Services, Including Human and Social Services* and 808 CMR 1.00, *Compliance, Reporting and Auditing for Human and Social Service*.

Affirmative Market Program (AMP). Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Affirmative Market Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. All bidders must follow the requirements set forth in the AMP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidder's participation of AMP objectives, the Affirmative Market Program (AMP) Plan for large procurements greater than \$50,000 will be evaluated at 10% or more of the total evaluation. Once an AMP Plan is submitted, negotiated and approved, the agency will then monitor the contractor's performance, and use actual expenditures with SOMWBA certified contractors to fulfill their own AMP expenditure benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size, however, submission of an AMP Plan is mandated only for large procurements over \$50,000.

This RFR will contain some or all of the following components as part of the Affirmative Market Program Plan submitted by bidders:

- Sub-contracting with certified M/WBE firms as defined within the scope of the RFR,
- Growth and Development activities to increase M/WBE capacity,
- Ancillary use of certified M/WBE firms,
- Past Performance or information of past expenditures with certified M/WBEs and
- Additional incentives for bidders to commit to at least one certified MBE and WBE in the submission of AMP plans.

A Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), M/Non-Profit, or W/Non-Profit, is defined as such by the State Office of Minority and Women Business Assistance (SOMWBA). All certified businesses that are included in the bidder's AMP proposal are required to submit an up to date copy of their SOMWBA certification letter. The purpose for this certification is to participate in the Commonwealth's Affirmative Market Program for public contracting. Minority- and Women-Owned firms that are not currently certified but would like to be considered as an M/WBE for the purpose of this RFR should submit their application at least two weeks prior to the RFR closing date and submit proof of documentation of application for consideration with their bid proposal. For further information on SOMWBA certification, contact their office at 1-617-973-8692 or via the Internet at mass.gov/somwba.

Affirmative Market Program Subcontracting Policies. Prior approval of the agency is required for any subcontracted service of the contract. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Affirmative Market Program (AMP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors.

Agricultural Products Preference (only applicable if this is a procurement for Agricultural Products) - Chapter 123 of the Acts of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquacultural, floricultural or horticultural commodities, the growing and harvesting of forest products, the raising of livestock, including horses, raising of domesticated animals, bees, fur-bearing animals and any forestry or lumbering operations.

Best Value Selection and Negotiation. The Procurement Management Team (PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring

department or any member of the PMT regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Comm-PASS. Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see Locating an Online Bidders' Forum for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

Comm-PASS SmartBid Subscription. Bidders may elect to obtain an optional SmartBid subscription which provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, SmartBid provides a subscriber with:

- A secure desktop within Comm-PASS for efficient record management
- A customizable profile reflecting the subscriber's product/service areas of interest
- A customizable listing in the publicly accessible Business Directory, an online "yellow-pages" advertisement
- Full-cycle, automated email alert whenever any record of interest is posted or updated
- Access to Online Response Submission, when allowed by the Issuer, to support:
 - paperless bid drafting and submission to an encrypted lock-box prior to close date
 - electronic signature of OSD forms and terms; agreement to defer wet-ink signature until Contract award, if any
 - withdrawal of submitted bids prior to close date
 - online storage of submitted bids

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Costs. Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Debriefing. ☞ *Required for POS Only. This is an optional specification for non-POS RFRs.* Non-successful bidders may request a debriefing from the department. Department debriefing procedures may be found in the RFR. Non-successful POS bidders aggrieved by the decision of a department must participate in a debriefing as a prerequisite to an administrative appeal.

Debriefing/Appeals: Administrative Appeals to Departments. ☞ *Required for POS Only. Not applicable to non-POS bidders.* Non-successful bidders who participate in the debriefing process and remain aggrieved with the decision of the department may appeal that decision to the department head. Department appeal procedures may be found in the RFR.

Debriefing/Appeals: Administrative Appeals to OSD. ☞ *Required for POS Only. Not applicable to non-POS bidders.* Non-successful bidders who participate in the department appeal process and remain aggrieved by the selection decision of the department may appeal the department decision to the Operational Services Division. The basis for an appeal to OSD is limited to the following grounds:

1. The competitive procurement conducted by the department failed to comply with applicable regulations and guidelines. These would be limited to the requirements of 801 CMR 21.00 or any successor regulations, the policies in the OSD Procurement Information Center, subsequent policies and procedures issued by OSD and the specifications of the RFR; or
2. There was a fundamental unfairness in the procurement process. The allegation of unfairness or bias is one that is easier to allege than prove, consequently, the burden of proof rests with the bidder to provide sufficient and specific evidence in support of its claim. OSD will presume that departments conducted a fair procurement absent documentation to the contrary.

Requests for an appeal must be sent to the attention of the State Purchasing Agent at Room 1017, One Ashburton Place, Boston, MA 02108 and be received within fourteen (14) calendar days of the postmark of the notice of the department head's decision on appeal. Appeal requests must specify in sufficient detail the basis for the appeal. Sufficient detail requires a description of the published policy or procedure which was applied and forms the basis for the appeal and presentation of all information that supports the claim under paragraphs 1 or 2 above. OSD reserves the right to reject appeal requests based on grounds other than those stated above or those submitted without sufficient detail on the basis for the appeal.

The decision of the State Purchasing Agent shall be rendered, in writing, setting forth the grounds for the decision within sixty (60) calendar days of receipt of the appeal request. Pending appeals to the State Purchasing Agent shall not prohibit the department from proceeding with executing contracts.

Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the PMT to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT). All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](#) page (www.mass.gov/osd). Additional information about EFT is available on the [VendorWeb](#) site (www.mass.gov/osc). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the bidder.

Environmental Response Submission Compliance. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.

- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

Filing Requirements. *Required for POS Only. Not applicable to non-POS bidders.* Successful bidders must have filed their Uniform Financial Statements and Independent Auditor's Report (UFR), as required for current contractors, with the Operational Services Division via the Internet using the UFR eFiling application for the most recently completed fiscal year before a contract can be executed and services may begin. Other contractor qualification/risk management reporting requirements and non-filing consequences promulgated by secretariats or departments pursuant to 808 CMR 1.04(3) may also apply. In the event immediate services are required by a department, a contract may be executed and services may begin with the approval of OSD and the appropriate secretariat. However, unless authorized by OSD and the appropriate secretariat, the contractor will not be paid for any such services rendered until the UFR has been filed.

HIPAA: Business Associate Contractual Obligations. Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

Minimum Bid Duration. Bidders responses/bids made in response to this RFR must remain in effect for at least 90 days from the date of bid submission.

Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply. The Commonwealth reserves the right to request from the successful bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the Commonwealth contract manager.

Pricing: Price Limitation: The bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

Prompt Payment Discounts (PPD). All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found under the Forms and Terms tab of this solicitation.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

Provider Data Management. *☞ Required for POS Only. Not applicable to non-POS bidders.* The Executive Office of Health and Human Services (EOHHS) has established a Provider Data Management (PDM) business service that is integrated into the Virtual Gateway. PDM is accessible by providers with current POS contracts. Departments may require that bidders with current POS contracts submit certain RFR-required documents through PDM. These documents have been specified in the RFR. When submitting documents via PDM, bidders are required to print and sign a PDM Documentation Summary. PDM users should verify that all information is accurate and current in PDM. Bidders are required to include the signed PDM Documentation Summary in their RFR response.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.