
**Massachusetts Commission for the
Deaf and Hard of Hearing**

Communication Access Services Division

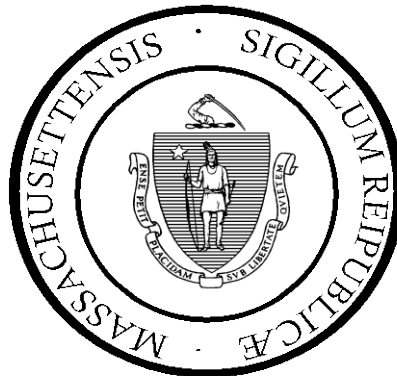
**Contract MCD08 Steno CART
(Communication Access Realtime
Translation) Captioner Services for
MCDHH and Executive Branch Agencies:**

RFR / User Guide / Contract

**For Contractors, Requesters, Payers,
Consumers, and All Other Entities Using MCD08**

Contract Covering the July 1, 2023 to June 30, 2026 Contract Period

Contract Initial Term July 1, 2023 to June 30, 2026 with Two Three-Year Options to Renew



Dr. Opeoluwa Sotonwa, Commissioner

Cat B. Dvar, Director of Communication Access Services

December 2023 Version

**“This document is incorporated into ‘Contract MCD08 for
‘Contract MCD08 Steno CART (Communication Access Realtime Translation) Captioner
Services for MCDHH and Executive Branch Agencies’ and should be referred to
frequently by anyone using that contract in any capacity.”**

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TABLE OF CONTENTS

WELCOME FROM THE COMMISSIONER, 2023	1
WELCOME FROM THE DIRECTOR, 2023	3
PART I: REQUEST FOR RESPONSE (RFR).....	6
OPEN MARKET BID BD-23-1067-MCD01-MCD01-88299	7
PART II: USER GUIDE.....	23
INTRODUCTION	24
DEFINITIONS	28
LEGISLATIVE AUTHORITY	35
FOR ALL USERS OF THE MCD08 CONTRACT: THE DEPARTMENT OF INTERPRETER/CART SERVICES.....	36
FOR ALL USERS OF THE MCD08 CONTRACT: THE INTERPRETER/CART REFERRAL SERVICE.....	38
FOR ALL USERS OF THE MCD08 CONTRACT: STAFFING OF THE INTERPRETER/CART REFERRAL SERVICE.....	41
MANDATORY AND EXCLUSIVE USE OF THE MCD08 CONTRACT BY EXECUTIVE BRANCH AGENCIES	43
LIST OF EXECUTIVE BRANCH AGENCIES.....	45
USE OF MCD08 CONTRACT BY OTHER COMMONWEALTH AGENCIES AND ENTITIES.....	49
MCDHH’S INTERPRETER/CART REFERRAL SERVICE.....	50

STRUCTURE AND FUNCTION OF THE MCD08 STENO CART CAPTIONING CONTRACT.....	52
FOR ALL USERS OF THE MCD08 CONTRACT: WHAT IS INCLUDED IN MCDHH'S INTERPRETER CONTRACT	53
MCD08 CONTRACT ELIGIBILITY: OVERVIEW.....	54
MCD08 CONTRACT ELIGIBILITY FOR ON-SITE STENO CART CAPTIONERS	55
MCD08 CONTRACT ELIGIBILITY FOR REMOTE STENO CART CAPTIONERS	56
DISPLAY SOFTWARE USED BY REMOTE STENO CART CAPTIONERS	58
MCD08 CONTRACT ELIGIBILITY FOR PROVIDERS OF OTHER TYPES OF REALTIME SPEECH-TO-TEXT COMMUNICATION ACCESS SERVICES: PILOT TECHNOLOGIES.....	59
CART SERVICES AT PUBLIC PROCEEDINGS	61
JOB ASSIGNMENT BY MCDHH'S INTERPRETER/CART REFERRAL SERVICE	62
CART CAPTIONER RESPONSIBILITY AFTER ASSIGNMENT ACCEPTANCE	64
EFFECTIVE USE OF REMOTE CART IN OTHERWISE ON-SITE SETTINGS	67
MCD08 COMPENSATION STRUCTURE: AN OVERVIEW.....	69
MCD08 COMPENSATION STRUCTURE: BASE RATES	71
MCD08 COMPENSATION STRUCTURE: SPECIALIZATION SURCHARGES OR ADD-ON RATES AND FEES	72
ADDITIONAL MCD08 COMPENSATION POLICIES FOR ON-SITE AND REMOTE STENO CART	73
MCD08 COMPENSATION POLICY FOR SOLO CAPTIONERS PERFORMING LONG JOBS.....	75

MCD08 ADDITIONAL COMPENSATION AND BILLING TERMS AND CONDITIONS	76
STANDARD BILLING FORMS FOR CONTRACT MCD08 STENO CART CAPTIONERS	80
BILLING BY VENDORS: GUIDANCE ON LATE PENALTY INTEREST AND LATE FEES	81
PERFORMANCE EXPECTATIONS FOR MCD08 CART CAPTIONERS: MCDHH’S QUALITY ASSURANCE PROGRAM	82
MCDHH’S GUIDELINES FOR STANDARDS OF PROFESSIONAL & ETHICAL CONDUCT FOR CART CAPTIONERS	84
EVALUATION OF RESPONSE PACKAGE AND NEXT STEPS IN APPLICATION PROCESS: THE CAPTIONER AUDITION	88
PART III: SAMPLE CONTRACT FOR MCD08 STENO CART CAPTIONING SERVICE	91
AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	93
APPENDIX: ROOM SET-UP AND MICROPHONE PLACEMENT FOR REMOTE CART.....	94

WELCOME FROM THE COMMISSIONER, 2023

November 2023

I am humbled to have the honor of introducing this new cycle of MCDHH's Steno CART Captioner's contract, **Contract MCD08 Steno CART Captioner Services for MCDHH and Executive Branch Agencies**. Thirty-five years ago, MCDHH established the Interpreter/CART Referral Service and a host of other progressive, protective, and innovative resources to serve Deaf and Hard of Hearing people within human service, healthcare, safety, legal, education, and economic settings. Today, Deaf, Hard of Hearing, Late-Deafened, and DeafBlind people are increasingly and rightfully engaged as consumers, service providers, employees, employers, participants, and contributors in all aspects of life in the Commonwealth.

MCDHH handles a massive demand of more than 25,000 annual requests for communication access services from our programs, other state entities, and the provider community. We recognize that the Steno CART Captioner workforce is both finite in size and vital to meeting the demand for access. We have come to recognize that we must think creatively and leverage the power of our resources to meet this large and ever-growing need for communication access services and for Steno CART Captioning Services in particular.

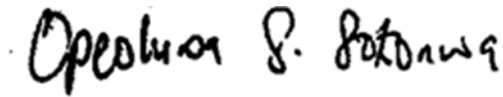
With **Contract MCD08** MCDHH is no longer relying on years of one or more certifications as proof of a Steno CART Captioner's eligibility to participate in our contract and be compensated at a particular rate. Instead, we are using the Steno CART Captioner's years of experience providing Steno CART Captioning services as indicating the Captioner's eligibility to participate and be compensated at an appropriate rate. Why? We want to attract a more diverse population of Steno CART Captioners, skilled professionals from a range of backgrounds who for multiple reasons of their choosing have opted not to align themselves with the national certification system. We believe that our emphasis on years' experience, coupled with a strengthened Quality Assurance program, will address some of the systemic barriers that have been in place for quite some time and have functioned to exclude and marginalize. In this way MCDHH is promoting diversity, equity, and inclusion within the community of Steno CART Captioners.

This Manual is designed as a guide for any user of the MCD08 Contract. It contains a wealth of information. Take some time to familiarize yourself with the contents of this document. Some of the information will meet your immediate needs and other parts will serve more as reference.

As we go forward in implementing MCD08, we welcome your comments and recommendations. Please take advantage of the opportunity within the “Feedback, Compliments and Complaints” section to share your thoughts with us.

We hope that this updated **Contract MCD08 Steno CART Captioner Services for MCDHH and Executive Branch Agencies RFR / User Guide / Contract** provides you with all the information you need. We thank you for matching our commitment to communication access with your participation as a requester, an interpreter, a consumer, or a stakeholder in another capacity. We look forward to being of service to you.

Most sincerely,

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

Dr. Opeoluwa Sotonwa
Commissioner

WELCOME FROM THE DIRECTOR, 2023

Hello and welcome to all MCD08 CART Captioners!

I want to begin by expressing my sincere gratitude for the warm welcome I received as I stepped into my new role as Director of Communication Access Services at MCDHH in November of 2021, from so many of you whom I've worked with side-by-side with for so many years, and from so many new colleagues I have yet to meet. Thank you!

With this new MCD08 CART contract, we must look back and see where we've been in order to move forward in a meaningful way. The COVID-19 pandemic forced us to pivot in unexpected ways. Some of the shifts have been positive: CART and court steno training programs are beginning to emerge both in-person and online, with the online component allowing access for people who otherwise might not have been able to pursue a career in CART captioning. But some of the shifts have been challenging. Because we all had to pivot to online platforms, even though this opened up access for many Deaf and hard of hearing people across the Commonwealth, many CART captioners are now able to work entirely from home anywhere in the United States and even abroad. This means our pool of CART captioners who are able to and willing to work in doctors' offices, on-site college classes, on-the-job trainings, in-person meetings and events, emergencies, court and other in-person assignments has diminished significantly.

There has always been a greater need for CART services than CART captioners available, but never more so than right now, particularly with so many remote opportunities for CART captioners across the country. MCDHH's Interpreter/CART Referral Service needs to use creative thinking to attract interpreter resources. Some of our ideas, which we will put into place during the term of MCD08, are:

- Our Workforce Development Coordinator is hard at work coordinating our myriad Workforce Development projects, programs and initiatives, all focusing on the creation of ***a stable workforce increased in both numbers and diversity, reflective of the communities we serve.***
- As part of our Workforce Development efforts, we established and facilitated two Subject Matter Expert Consulting Groups (SMECs) – one for CART and one for Interpreters. We relied on the SMECs to supply us with a concrete roadmap including a step-by-step action plan, for the creation of a robust communication access provider pipeline, that meets the needs of our diverse communities, and specifically addresses recruitment and retention.
- One piece of the paradigmatic shift being promulgated by the CART SMEC to support increased diversity and numbers is, in this **new contract**, recognizing CART Captioners for their years of experience in the field as

opposed to years certified. This is a big shift for us, supported by the Commissioner, and will require an accompanying shift in how MCDHH approaches CART mentorship and quality assurance. MCDHH will be looking at ways to address this over the next 2-5 years.

- We are in active discussions with community colleges to explore establishing a CART training program in the Commonwealth and plan to maximize both in-house resources and leverage community partnerships to provide the mentorship and career support new CART Captioners need when entering the field to stay in this career path.
- We hope to create CART-related surveys of our stakeholder groups, much like the Interpreter Survey that went out in the late fall from our Referral Department, to give MCDHH information to help us better meet your needs. We would also like to have regular meetings with our stakeholder groups, so that we may stay current with all of your needs and concerns and address those as we are able.
- We are working hard on our Interpreter/CART Referral Modernization efforts, hoping to have a new fully functional, user friendly Referral Software system sometime during FY25.

We are asking for your help and support. Please take this opportunity to share ideas you may have, skills you may bring, and ways you can help us think outside the box to increase both the numbers of CART captioners we have on our contract and the diversity of those individuals. We hope you will partner with us in the creation of a robust communication access provider pipeline that addresses every step along the way of the CART provider career path, from first exposure to captioning and CART provision all the way to 10-12 years job satisfaction in the field. ***The intent is to create a stable workforce increased in both numbers and diversity, reflective of the communities we serve.***

I realize the **MCD08 RFR / Contract and Procedures Guide** is lengthy. Jane Sokol Shulman and the MCDHH team has worked hard to create a document that it is relevant to and adds value to your current work. Please use it as a tool to help guide you through the communication access process as well as to teach you our policies, procedures, and business standards no matter which stakeholder group you belong to. Often you can find answers to your questions in the document. The Table of Contents will help focus your browsing. This document functions as the contractual agreement between CART captioners and MCDHH, and also lets all other participants in the communication access process know what they can expect.

CART Captioner Contract MCD08 covers nine years (a three-year initial term and two three-year options to renew), taking us from July 1, 2023, all the way through June 30, 2032. We anticipate the following:

- ***A shortage of CART Captioners will remain constant throughout the period.*** We need your support and collaboration as we advance our Workforce Development projects and initiatives to increase the numbers and diversity of our CART Captioner pool.
- ***Technology and CART captioning online through a variety of video platforms is here to stay.*** MCDHH will need to be more aggressive in

developing, promoting, and even assisting in enforcing standards for remote CART provision and advocating against Automatic Speech Recognition (ASR) as a replacement for the incredible work our CART Captioners do.

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

Wishing you all the best,

Cat B. Dvar

Cat B. Dvar
Director of Communication Access Services, MCDHH

PART I: REQUEST FOR RESPONSE (RFR)

The Request for Response (RFR) is the document by which Commonwealth of Massachusetts agencies define the goods and/or services they want to procure. They identify the required and desired specifications of the services and service providers, and explain how prospective vendors can make their goods or services available to the purchasing agency.

In this RFR, MCDHH is telling the provider community that it wants to purchase the services of Steno CART Captioners. We want to purchase these services either directly from individual Steno CART Captioners or through Business Providers of Subcontracted Steno CART Captioners. This document explains the very simple requirements we are asking of both businesses and individuals: you only need to affirm that you (or your subcontractors) can provide Steno CART Captioning at a minimum speed and at a minimum accuracy for at least 55 minutes without a break, and you also need to affirm that you will follow the Captioners Code of Professional Ethics as promulgated by the National Court Reporters Association, https://www.ncra.org/home/professionals_resources/NCRA-Code-of-Professional-Ethics/captioners-code-of-professional-ethics. If you are new to MCDHH's CART Contract, you need to be available for a brief interview and perform an audition.

The details are in the RFR.

REQUEST FOR RESPONSE

STENO CART CAPTIONING SERVICES FOR MCDHH AND FOR EXECUTIVE BRANCH AGENCIES

ISSUE DATE: MAY 7, 2023

Purchasing Department	Massachusetts Commission f/t Deaf and Hard of Hearing
Address	600 Washington Street
City, State Zip Code	Boston, MA 02111
Procurement Contact Person	Jane Sokol Shulman, Agency Chief Procurement Officer
Telephone Number	617-740-1600
Fax Number	617-740-1830 or 617-740-1810
E-Mail Address	Jane.sokol.shulman@mass.gov
RFR Name/Title	CART (Communication Access Realtime Translation) Services for MCDHH and Executive Branch Agencies
RFR Number	RFR 23-35-MCD, also known as MCD08
COMMBUYS Bid Number	OPEN MARKET BID BD-23-1067-MCD01-MCD01-88299
UNSPSC Commodity Code	82-11-00: Writing and Translations
Bid Release Date	May 7, 2023
Bid Opening (Response Due) Date	Bids (applications) are accepted on a rolling basis from RFR release through one month before contract end date

1. Description or Purpose of Procurement:

The passage of Chapter 716 of the Acts of 1985 in December of 1985 established the Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH). As part of its charge detailed in Section 194, MCDHH “shall improve accessibility and quality of existing services and shall promote development of new services when necessary.” Consequently, MCDHH is authorized to conduct procurements for communication access providers, including but not limited to sign language interpreters and CART (Communication Access Realtime Translation) Captioners, for all Executive Branch agencies. The details of this charge are fleshed out in Code of Massachusetts Regulation 112 CMR 3.00: Commission for the Deaf and Hard of Hearing: Procedures and Structures for the Provision of Interpreters for the Deaf and Hard of Hearing by State Agencies.

MCDHH is the central point of contact for Commonwealth of Massachusetts agencies to obtain the services of qualified CART Captioners through its Interpreter / CART Referral Service. MCDHH's Interpreter / CART Referral Service also accepts requests for CART Captioner services from private, not-for-profit, and other non-state entities. To meet the needs of these state and non-state requesters, MCDHH's Interpreter / CART Referral Service establishes and maintains a roster of qualified CART Captioners who can accept and perform these job assignments in accordance with the standards of performance MCDHH requires of CART Captioners.

The purpose of this procurement is to create a pre-qualified list of CART Captioners that MCDHH's Interpreter / CART Referral Service can use to fill incoming job requests. MCDHH invites steno CART Captioners, both individuals and businesses, to submit applications to this bid solicitation (RFR). Details of services, qualifications, compensation structure, application procedures, application assessment, and related information may be found in this document. Applications are accepted on an ongoing basis throughout the contract term and additional individual and business CART Captioners may be added at any time. As a result of a successful and vigorous bid response, MCDHH will have a large roster of CART Captioners and an enhanced ability to fill requests and thus meet the communication access needs of Deaf, late-deafened, hard of hearing, and others needing realtime speech-to-text communication access in Massachusetts.

The Massachusetts Commission for the Deaf and Hard of Hearing is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, genetic information, pregnancy, ancestry, or military status, in any of its activities or operations.

2. Applicable Procurement Law:

Check Appropriate Box ("X"):	Type of Purchase	Applicable Laws
	Executive Branch Goods and Services	
<input checked="" type="checkbox"/>	Goods and Services	MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00
<input type="checkbox"/>	Human and Social Services	MGL c. 7, § 22, § 22N; c. 30, § 51, § 52; 801 CMR 21.00; 808 CMR 1.00
<input type="checkbox"/>	Legal Services	MGL c. 30, § 51, § 52 and § 65; c. 7, § 22; and 801 CMR 21.01(2) (b)
<input type="checkbox"/>	Grants	MGL c. 7A, § 7; St. 1986 c. 206, § 17; 815 CMR 2.00

3. Acquisition Method:

Check All Applicable ("X"):	Category
<input checked="" type="checkbox"/>	Fee-For-Service
<input type="checkbox"/>	Outright Purchase
<input type="checkbox"/>	Rental (not to exceed 6 months)
<input type="checkbox"/>	Term Lease
<input type="checkbox"/>	License
<input type="checkbox"/>	Other

4. Whether Single or Multiple Contractors are Required for Contract:

Check One ("X"):	
<input type="checkbox"/>	Single Contractor
<input checked="" type="checkbox"/>	Multiple Contractors

a. **Estimated Number of Awards**

The target maximum number of Contractors: **unlimited.**

The Purchasing Department may award more or fewer contracts, if it is in the best interests of the Commonwealth to do so.

5. Entities Eligible to Use the Resulting Contract:

Check One ("X"):	Eligible Entities
<input checked="checked" type="checkbox"/>	<p>Limited User Contract – Restricted to Use by Defined Entities Only. Any Contract(s) resulting from this Bid will be open for use by the issuing Purchasing Department and the following other entities:</p> <ul style="list-style-type: none"> • Executive Office for Administration and Finance, and its Agencies • Executive Office of Health and Human Services, and its Agencies • Executive Office of Elder Affairs, and its Agencies • Executive Office of Technology Services & Security, and its Agencies • Executive Office of Education, and its Agencies • Executive Office of Public Safety & Security, and its Agencies • Executive Office of Housing and Economic Development, and its Agencies • Executive Office of Housing and Economic Development, and its Agencies • Public institutions of higher education • The Judicial Branch, including the Courts • The Legislative Branch • Public hospitals owned by the Commonwealth, including but not limited to those under the Massachusetts Department of Public Health • Local public libraries, public school districts, and charter schools • Independent public authorities, commissions, and quasi-public agencies • Cities, towns, districts, counties, and other political subdivisions of Massachusetts • Public purchasing cooperatives • Non-profit, UFR-certified organizations and agencies that are doing business with the Commonwealth • Other entities when designated in writing by the Agency Chief Procurement Officer
<input type="checkbox"/>	<p>Limited User Contract – Restricted to Use by Issuing Entity Only.</p>

6. Expected Duration of Contract (Initial Duration and any Options to Renew):

Contract Duration	Number of Options	Number of Years/Months	Instructions
Initial Duration		July 1, 2023, or upon execution through June 30, 2026	Applications are accepted on a rolling basis throughout the bid solicitation's term
Renewal Options	Two	Three-year options to renew	Options to renew are FY'27-FY'29 and FY'30-FY'32
Total Maximum Contract Duration		Total of nine fiscal years	New applications / contractors are accepted throughout the contract's term

7. Anticipated Expenditures, Funding, or Compensation:

Estimated Value of Procurement: Estimated \$1,000,000 or more annually by all eligible entities across all anticipated contractors

8. Contract Services, Qualifications, and Compensation Structure:

This document, the Bid Solicitation or Request for Response, is a key component of the master document:

MCDHH's CART (Communication Access Realtime Translation) Services Contract:

***RFR / User Guide / Commonwealth Contract for Contract MCD08
For Use by Contractors, Requesters, Payers, Consumers, and
All Other Entities Using MCD08
The Multi-Department Contract Which Begins July 1, 2023***

MCDHH anticipates that, while the provisions of the full master document will be fundamentally and substantively similar to those of MCD03 and MCD07INTERIM, the document itself will not be complete until sometime in or around the end of calendar 2023. Sections will be released upon completion and may be found on MCDHH's web page, www.mass.gov/mcdhh.

PROSPECTIVE BIDDERS ARE ENCOURAGED TO SUBMIT APPLICATIONS BASED ON THIS RFR AND THE PRELIMINARY RATES AS SOON AS THOSE TWO DOCUMENTS ARE POSTED ON COMMBUYS. *For the fleshed-out provisions typically contained in the User Guide, MCDHH recommends referring to those in the previous document associated with MCD07INTERIM until the full RFR / User Guide / Contract document for MCD08 is completed.*

As noted in Section #1, MCDHH invites steno CART Captioners, both individuals and businesses, to submit applications to this bid solicitation (RFR).

Core Services: Individual CART Captioners and CART Captioner subcontractors of Business CART Providers may offer:

- On-site CART
- Remote CART
- On-site Streaming CART

Additional Services: Individual CART Captioners and CART Captioner subcontractors of Business CART Providers may offer one or more of these optional services:

- Projection service
- Jumbotron projection service
- CART in a language other than English using the Roman alphabet
- CART output

- Solo performance of long jobs (over three hours)
- Legal non-court CART
- Legal court CART

Qualifications of CART Captioners: Both individual Steno CART Captioners and Steno CART Captioner subcontractors of Business CART Providers must meet the following qualifications:

- 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 assignment.
- 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, deaf, late-deafened, DeafBlind and hard of hearing individuals.
- Hold a current certification from NCRA or another MCDHH-approved CART or Court Reporter's professional organization or maintains a consistent record of earning CEUs.
- Follow NCRA's Captioners Code of Professional Ethics
https://www.ncra.org/home/professionals_resources/NCRA-Code-of-Professional-Ethics/captioners-code-of-professional-ethics.

Additional qualifications for Business CART Providers:

- Must be in the business of providing Steno CART Captioner subcontractors for a minimum of three years and preferably five years.

Compensation Structure for CART Captioners: The rate structure for Contract MCD08 for both individual Steno CART Captioners and Steno CART Captioner subcontractors of Business CART Providers consists of a **base hourly rate, years of experience**, and one or more optional **add-on rates**.

- The **base hourly rate** for individual Steno CART Captioners and Steno CART Captioner subcontractors of Business CART Providers is the starting point for rate calculation and depends on whether the CART Captioner possesses a CRC (Certified Realtime Captioner) certification, and if the CART Captioner or CART business is new to MCDHH.
 - For **Individual Steno CART Captioners**, the **base rate** is determined by whether the Captioner has contracted with MCDHH to provide CART Services previously, and if the

- Individual Steno CART Captioner possesses a current CRC certification.
- For ***Business providers of Steno CART Captioning Services***, the ***base rate*** is determined by whether the Business has contracted with MCDHH to provide CART Services previously, and if the subcontractor Steno CART Captioner performing the particular assignment possesses a current CRC certification.
 - The Steno CART Captioner's ***years of experience***, defined as number of years the individual Steno CART Captioner has been providing Steno CART Captioning services and the number of years the Business CART Provider has been offering services of Steno CART Captioner subcontractors.
 - One or more optional ***add-on services***, including but not limited to:
 - Projection service
 - Jumbotron projection service
 - CART in a language other than English using the Roman alphabet
 - CART output
 - Solo performance of long jobs (over three hours)
 - Legal non-court CART
 - Legal court CART

9. Applying to MCDHH's Bid Solicitation for Steno CART Services:

In accordance with the policies of Operational Services Division, only electronic applications submitted via COMMBUYS will be accepted in response to this RFR / Bid Solicitation. For instructions on how to submit a quote, please see Appendix B. For assistance with COMMBUYS please contact the COMMBUYS Help Desk at OSDHelpDesk@mass.gov or 617-720-3197 8:00 AM to 5:00 PM Monday through Friday.

The Commodity Code for CART Services is 82-11-00, Writing and Translations.

The application process to RFR 23-35-MCD, also known as MCD08, involves a ***written response***, an ***interview***, and, in the case of new individual Steno CART Captioners, an ***audition***.

Part I. The ***written response*** is a ***Letter of Interest/Application*** and a ***Resume***.

Letter of Interest/Application:

For **Individual Steno CART Captioners**, the Letter of Interest/Application should contain all the following information:

- Whether the individual is new to MCDHH and its CART contracts.
- The type of Steno CART Captioning services the individual is applying to provide: on-site, remote, and/or on-site streaming.
- The number of years the individual has been providing Steno CART Captioning Services.
- An affirmation that the individual can provide steno CART output of a multi-speaker communication event at a sustained speed of at least 180 words per minute for no less than 55 minutes without a break.
- An affirmation that the individual can provide steno CART output of a multi-speaker communication event at a minimum accuracy of 96% according to NCRA standards for no less than 55 minutes without a break.
- The highest CART certification the individual has attained.
- Whether this certification is current (active).
- An affirmation that, if accepted as a member of the MCD08 contract, the individual will follow NCRA's Captioners Code of Professional Ethics.

For **Business Steno CART Captioners**, the Letter of Interest/Application should contain all the following information:

- Whether the business is new to MCDHH and its CART contracts.
- The type of Steno CART Captioning services the business is applying to provide: on-site, remote, and/or on-site streaming.
- The number of years the business has been providing Steno CART Captioning Services.
- An affirmation that the business will provide only Steno CART Captioner subcontractors to MCDHH with the skill level to caption a multi-speaker communication event at a sustained speed of at least 180 words per minute for no less than 55 minutes without a break.
- An affirmation that the business will provide only Steno CART Captioner subcontractors to MCDHH with the skill level to caption a multi-speaker communication event at a minimum accuracy of 96% according to NCRA standards for no less than 55 minutes without a break.
- An affirmation that, if accepted as a member of the MCD08 contract, the business will follow NCRA's Captioners Code of Professional Ethics.

Resume:

Any standard format of the applicant's choice may be used.

For **Individual Steno CART Captioners**, be sure to include continuing education and CEUs earned going back five and preferably ten years.

For **Business Steno CART Captioners**, be sure to include the approximate size of the Steno CART Captioner pool you are able to draw from to fill MCDHH assignments. Note whether you have any certifications from the Massachusetts Supplier Diversity Office such as Minority-Owned Business Enterprise (MBE), Woman-Owned Business Enterprise (WBE) or other certification. The Massachusetts Supplier Diversity Office may be found at <https://www.mass.gov/orgs/supplier-diversity-office-sdo>.

Part II. MCDHH will contact applicants to schedule a mutually convenient **interview**.

Part III. Individual Steno CART Captioners who have never contracted with MCDHH before will be asked to perform a two-hour audition. This will be a multi-person meeting typical of many of the jobs the Interpreter / CART Referral Service must fill.

10. Small Business Purchasing Program:

This section contains mandatory wording that must be retained in all bid solicitations even though it does not apply to RFR 23-35-MCD, also known as MCD08. The estimated value of this procurement exceeds the threshold for the Small Business Purchasing Program.

Program Background:

The Massachusetts [Small Business Purchasing Program](#) (SBPP) was established pursuant to [Executive Order 523](#) to increase state contracting opportunities with small businesses having their principal place of business within the Commonwealth of Massachusetts. Pursuant to the SBPP, it is the intention of the issuing department to award this Small Procurement to one or more SBPP participating business(es) as described below.

SBPP Award Preference:

While all businesses, no matter the size or principal place of business, may submit responses to this solicitation, should an SBPP participant respond and meet the best value criteria as described in this solicitation, the SBPP participant shall be awarded the contract. The Strategic Sourcing Services Team (SSST) will not evaluate submissions from non-SBPP participants unless no SBPP Bidder meets the SSST's best value evaluation criteria.

SBPP Participation Eligibility:

To be eligible to participate in this procurement as an SBPP participant, an entity must meet the following criteria, and be marked as an SBPP-registered business in [COMMBUYS](#):

1. Have its principal place of business in the Commonwealth of Massachusetts;
2. Been in business for at least one year;
3. Employ a combined total of 50 or fewer full-time equivalent employees in all locations, or employees work less than a combined total of 26,000 hours per quarter; and
4. Have gross revenues, as reported on appropriate tax forms, of \$15 million or less, based on a three-year average.

Non-profit firms also must be registered as a non-profit or charitable organization with the MA Attorney General's Office and be up to date with all filings required by that office and be tax exempt under Section 501(c) of the Internal Revenue Code.

SBPP Compliance Requirements:

It is the responsibility of the Bidder to ensure that their SBPP status is current at the time of submitting a response and throughout the life of any resulting contract. Misrepresentation of SBPP status will result in disqualification from consideration, and may result in debarment, contract termination, and other actions. To learn more about the SBPP, including how to apply, visit the [SBPP Webpage](#).

Program Resources and Assistance:

Bidders and Contractors seeking assistance regarding SBPP may visit the SBPP webpage, <http://www.mass.gov/sbpp>, or contact the SBPP Help Desk at sbpp@mass.gov.

11. Supplier Diversity Program (SDP) Plan:

Bid solicitation RFR 23-35-MCD, also known as MCD08, has been declared exempt from Supplier Diversity Program Plan requirements by the Executive Director of the Supplier Diversity Office. Therefore, the section in OSD's RFR template addressing the SDP Plan has been excised.

12. Environmentally Preferable Products:

This section contains mandatory wording that must be retained in all bid solicitations even though it does not apply to RFR 23-35-MCD, also known as MCD08.

Products and services purchased by state agencies must be in compliance with [Executive Order 515](#), issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all Contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Bid responses must identify how a contractor meets these goals.

13. Instructions for Submission of Responses:

[Mandatory provision.] Only electronic quotes submitted via COMMBUYS will be accepted in response to this RFR. Responses must be sent via the “Create a Quote” functionality in COMMBUYS. For instructions concerning how to submit a Quote, please see Appendix B.

Follow the instructions in the Job Aid “Creating a Quote in COMMBUYS: How to Respond to Bid Solicitations.” It may be found at <https://www.mass.gov/doc/how-to-create-a-quote-in-commbuys/download>.

When working in the ITEMS tab, be especially careful to clear the check mark in the “no bid” box. Failure to do so will result in an invalid bid response.

14. Evaluation Criteria:

Bidders (prospective Contractors) must submit responses that meet all the submission requirements of the RFR as set forth in Section 9. Only responsive

proposals that meet the submission requirements will be evaluated, scored, and ranked by the evaluation team according to the evaluation criteria. Additional information may be requested for evaluation purposes.

Application Evaluation:

Responsive applications will be awarded points using the evaluation schema, below:

- **Exceeds average expectations** – outstanding; exceeds expectations on all aspects.
- **Meets average expectations** – average; meets expectations on most aspects.
- **Does not meet average expectations** – below expectations; deficient on essentially all aspects.

The following evaluation schema will be used to assess all responsive applications. For purposes of illustration, the evaluation schema is formatted into an applicant scorecard to be used by members of the evaluation team.

NAME OF APPLICANT:	
NAME OF EVALUATOR:	DATE:
QUALIFICATION, CHARACTERISTIC OR EXPERIENCE	RATING:
<ul style="list-style-type: none"> • INDIVIDUAL – Meets requirements for speed and accuracy • BUSINESS – Will only provide subcontractors meeting requirements for speed and accuracy 	
<ul style="list-style-type: none"> • INDIVIDUAL – Agrees to comply with Standards of Professional & Ethical Conduct • BUSINESS – Agrees to comply with Standards of Professional & Ethical Conduct 	
<ul style="list-style-type: none"> • INDIVIDUAL – Based on interview, would be a positive addition to MCDHH's roster of CART Captioners • BUSINESS – Based on interview, would be a positive addition to MCDHH's roster of CART Captioners 	

Bid Evaluation Methodology: All applications will undergo an initial review by MCDHH's Procurement & Contracting Manager. Only complete applications will be considered for further analysis and evaluation by the Director of Communication Access Services with one to three MCDHH colleagues at her discretion.

Bids will be evaluated based on the Letters of Application, Resumes, and results of interviews.

16. Estimated Procurement Calendar:

Procurement Activity	Date	Time (Eastern Time Zone)
Bid Release Date	Sunday, May 7, 2023	12:00 noon
Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS)	N/A – Rolling enrollment	N/A
Notification of Apparent Successful Bidder and Negotiation of Contract Terms (Estimated)	Notification within two weeks after bid submission	
Estimated Contract Start Date	July 1, 2023 or as soon as contract processing is complete	

Bidders are required to monitor COMMBUYS for changes to the procurement calendar for this Bid.

17. Required Forms:

The successful Bidder will be required to complete the following Commonwealth documents:

Check if applicable (“X”)	Form/Document	Notes/Instructions (If any)
<input checked="" type="checkbox"/>	Commonwealth Terms and Conditions	Electronic Submission
<input checked="" type="checkbox"/>	Prompt Pay Discount Form	Electronic Submission
<input checked="" type="checkbox"/>	Request for Taxpayer Identification Number & Certification (Massachusetts Substitute W-9 Form)	If not already on MMARS
<input checked="" type="checkbox"/>	Standard Contract Form and Instructions	Electronic Submission
<input checked="" type="checkbox"/>	Contractor Authorized Signatory Listing	Electronic Submission
<input checked="" type="checkbox"/>	Authorization for Electronic Funds	If not already on

Check if applicable ("X")	Form/Document	Notes/Instructions (If any)
	Transfer	MMARS
<input type="checkbox"/>	Supplier Diversity Plan Form (SDP Plan Commitment)	N/A
<input checked="" type="checkbox"/>	CORI	Electronic Submission (if not completed in previous two years)

The above attachments are available as part of the Bid record on [COMMBUYS \(WWW.COMMBUYS.COM\)](http://WWW.COMMBUYS.COM).

A CORI (Criminal Offenders Records Information) check will be required.

18. RFR Attachments:

Appendix A: Required Specifications

<https://www.mass.gov/doc/rfr-required-specifications-of-commodities-and-services>

Appendix B: Electronic Quote Submission Instructions

<https://www.mass.gov/doc/instructions-for-vendors-responding-to-bids>

19. Additional Information - MCDHH-Specific Terms

- 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 MCDHH.
- 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) MCDHH 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 MCDHH.
- g) MCDHH 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.

Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms, or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways: 1. Traditional "wet signature" (ink on paper); 2. Electronic signature that is either: a. Hand drawn using a mouse or finger if working from a touch screen device; or Page 2 b. An uploaded picture of the signatory's hand drawn signature 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

PART II: USER GUIDE

This key section of the document is for all stakeholders using Contract MCD08. Here you will find an introduction to MCDHH's Interpreter/CART Referral Service, and a deep dive into sequential interactions that create an accessible communication event, from the requester's initiating a job request to the post-job events. Here is also where to find the guide for the odd things that occasionally happen: bad weather, cancellations, and so forth.

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 professionally provided 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. MCDHH is responsible for establishing and reviewing the qualifications and standards for CART Captioners who provide services to Deaf, Oral Deaf, Late-deafened, DeafBlind, and Hard of Hearing individuals in a variety of settings throughout the Commonwealth.

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 gives the Massachusetts Commission for the Deaf and Hard of Hearing the authority to establish a list of qualified individuals to provide CART (Communication Access Realtime Translation) Services to Deaf, deaf, oral deaf, DeafBlind, late-deafened, and hard of hearing individuals in a variety of settings. These qualified individuals will be included as contractors on Contract MCD08 and will become eligible to accept assignments from the MCDHH Interpreter/CART Referral Service. Businesses owned and operated by qualified CART Captioners are also eligible to apply.

The primary objective of this RFR is to communicate all the information a CART Captioner needs in order to make an informed decision about filing an application to participate in the contract MCD08: 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 MCD08 contract;
- Performance expectations for CART Captioners signing the MCD08 contract regardless of whether their assignments are for MCD08-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;¹ and
- Evaluation of Response Package and the Next Steps in the Application Process.

The **Request for Response**, or solicitation, contains the MCD08-specific terms and conditions of the contract between MCDHH as lead agency and CART Captioners and may not be modified except by formal amendment and signature of both MCDHH and the Contractors. This document, in conjunction with the Commonwealth of Massachusetts Standard Contract form, serves as the MCD08 contract document in

¹ In accordance with the decision of the Supplier Diversity Office of the Operational Services Division, Contract MCD08 and its successor CART Captioning Contracts are exempt from the Supplier Diversity Program Plan Requirement.

setting forth the terms, conditions, and mutual expectations of all parties to the CART transaction. A second document, **The Instructions, Procedures and Manual for Contract MCD08: CART (Communication Access Realtime Translation) Services**, is a supporting document containing detailed procedures and other information relevant to all who use MCD08 in any capacity: Steno CART Captioner, 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 MCD08 contract to make the contract easier to use. Both may be found on COMMBUYS.

As noted on the page, "**MCDHH's Interpreter/CART Referral Service**," both MCD08 agencies and entities that do not use the MCD08 contract place job requests through MCDHH's Interpreter/CART Referral Service. A Steno CART Captioner wanting access to job requests from either MCD08 agencies or organizations not using the MCD08 contract must apply for participation in the MCD08 contract.

MCD08 is a Multi-Department Contract 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, now COMMBUYS, 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 MCD08, 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 Ms. Lori Novak, Administration & Finance Department Clerk, MCDHH. She can be reached electronically at lori.novak@mass.gov. The list of MCD08 user agencies may be found on COMMBUYS.

The Massachusetts Commission for the Deaf and Hard of Hearing, as the lead procuring agency for MCD08, is the authorized signatory of the contract, the keeper of the procurement file, and the primary contact for procurement. 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, convening members of a multi-agency Procurement Management Team (PMT), now known as a Strategic Sourcing Team (SST), on an as-needed basis during the term of MCD08, including throughout all renewal options.

Finally, it bears mentioning that CART Provision/Captioning 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 Captioners. 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 NCRA's Captioners Code of Professional Ethics. Guidelines for accepting practitioners of new technologies into the MCD08 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 MCD08 and the members of the MCD08 Procurement Management Team (Strategic Sourcing 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

ASL

American Sign Language.

Base Rate

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

Billable Time

The time block from the start time of the event indicated when the CART assignment is booked 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 Steno CART Captioner 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.

Billing Increment

The unit of time for which MCD08 Contractors may bill. The billing increment for the MCD08 contract is the **quarter hour**, or fifteen minutes. MCD08 Contractors should bill to the next quarter hour when submitting invoices for assignments.

Business Contractor

A business entity which employs one or more Steno CART Captioners who meet the requirements of the MCD08 contract who may subcontract assignments received from MCDHH's Interpreter/CART Referral Service to those qualified Steno CART Captioners. Note that the Business Contractor may also employ other CART Captioners who do not meet the requirements of the MCD08 contract. These other CART Captioners cannot be used for assignments received from MCDHH's Interpreter/CART Referral Service.

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>.

CART / CART Captioning

Communication Access Realtime Translation (CART) is a word-for-word, speech-to-text translation service for people who need communication access. Unlike computerized notetaking or abbreviation systems which summarize

information, CART provides a complete, near-instantaneous translation of all spoken words and environmental sounds.

CART Projection Service

The display of CART transcription of English text on a projection screen or other display system. The MCD08 rate structure includes flat fees at two levels for Steno CART Captioners supplying Projection Service, depending on whether they use their own equipment or not. Steno CART Captioners projecting their display onto a Jumbotron are eligible for an hourly surcharge.

CART Captioner / CART Provider

A Steno CART Captioner is a trained professional who uses a steno machine, notebook computer, and realtime software to render instant, near-verbatim speech-to-text translation. Note that this contract covers only Steno CART. The Steno CART Captioner 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 Steno CART Captioner is sensitive to the diverse needs of consumers and has had training in conveying a speaker's message, complete with environmental cues. This expertise distinguishes a Steno CART Captioner from a court reporter in a traditional litigation setting. The verbatim nature of the output distinguishes the CART Captioner from an individual using software intended to facilitate notetaking. Providers other than those using steno machines to provide realtime text communication access may call themselves "CART Captioners," such as individuals using his/her voice plus a mask or an unmasked microphone for input. Regardless of methodology or nomenclature, this contract covers ONLY individuals providing communication access via Steno CART Captioning.

CANCELLATION POLICY

The period before an assignment in which a request may be cancelled without penalty is two full business days prior to the day of the assignment. To cancel, contact MCDHH's front desk no later than 4:30 p.m. at 617-740-1600 (voice) or 617-326-7546 (VP). Cancellations for CART requests are NOT accepted via email. The Interpreter / CART Referral Service accepts cancellations via an online cancellation form. Cancellations may also be made online via our website: <https://www.mass.gov/forms/request-to-cancel-interpreting-cart-services>. Cancellations are not accepted by fax.

CART Captioner Data Sheet (CART Provider Data Sheet)

A form developed by the Department for Interpreter/CART Services and included in the MCD08 application package on which the CART Captioner 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 Captioner can see through the Interpreter/CART Referral Service database.

CCP / CRC

Certified CART Provider, a credential awarded by the National Court Reporters Association (NCRA) following successful completion of a written knowledge test and realtime writing skill test. The CCP was transitioned to CRC status (Certified Realtime Captioner) on January 1, 2016. The CCP is no longer awarded by NCRA.

COMMBUYS

The Commonwealth's fully automated enterprise procurement system, mandatory for order placement by Executive Branch agencies and available to many other entities across Massachusetts. All CART Captioners wishing to participate in the MCD08 contract must register as a vendor on COMMBUYS. The site URL is <https://www.commbuys.com/bsol> and the commodity code for CART Captioners is 82-11-00.

Consumer

Any individual who is Deaf, oral deaf, DeafBlind, late-deafened or hard of hearing and who uses or may use CART Services.

Contractor

A Steno CART Captioner 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.

English Text Translation

The instantaneous translation of a verbal event into an English text by a CART Captioner 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 § 196, which receives requests for Interpreters / Translitterators and CART Captioners, and maintains a roster of qualified captioners to whom interpreting and CART requests can be referred.

Long Job / Long Jobs

See “Solo Captioner Rate.”

MCD08 Agency

A Commonwealth agency or other eligible entity that has taken advantage of the opportunity to join the MCD08 Steno CART Captioning Services contract. An updated list of MCD08 agencies may be found on the MCD08 list within COMMBUYS.

MCDHH

Massachusetts Commission for the Deaf and Hard of Hearing.

Meal Break, Unpaid

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

Minimum Appearance Fee

The minimum appearance fee for both On-Site and Remote Steno CART is two billable hours at the Captioner’s base rate. The Contractor will bill the appearance fee for any assignment up to two hours in length.

Multi-Department Contract

A procurement conducted and managed by a self-selected group of departments, previously known as a “multiple-department procurement / limited department user contract.” One department posts the RFR (Request for Response) and executes contracts and amendments on behalf of the group, eliminating the need for 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 Hourly Fee

An amount paid per hour to providers of On-Site Steno CART and On-Site Streaming Steno CART Captioning Services. The On-Site Hourly Fee is not included in the CART Captioner’s base rate for the purpose of calculating travel time.

Other Commonwealth Agency / Non-MCD08 Agency

A Commonwealth agency that has NOT joined the MCD08 CART Services contract. Non-MCD08 agencies may use MCDHH’s Interpreter/CART Referral Service to place job requests, but CART Captioners 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. 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 the output file will require a certain amount of time and thus may not be available at the end of the event. The output may be transmitted to the Requester, Consumer, or Payer by e-mail. ***Output, regardless of how and to whom it is transmitted, is intended for the exclusive use of the Deaf or Hard of Hearing individual who needs CART Captioning Service for communication access. CART is not to be used for general notetaking purposes.*** Output must be requested at the time a CART request is made. Output is NOT a transcript (see Transcript / CART Transcript).

Payer

The agency or private entity which is paying for the CART Captioning 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. This term has been replaced by Strategic Sourcing Team, SST.

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 Captioners 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 (that is, the CART Captioner) 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 and subsequent editions of the Commonwealth of Massachusetts Standard Contract Form contain 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 Steno CART

A method by which the Steno CART Captioner is in one location and the consumer is in another. The consumer may be attending the communication event in person or the communication event may be at a third location. The CART Captioner 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 Captioners and/or to supplement the roster of On-Site CART Captioners.

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 Captioner 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, Contract MCD08 recognizes this cost by allowing Captioners to charge a flat Preparation Fee for each assignment.

Solo Captioner Rate

An increased compensation rate paid to individual Steno CART Captioners who voluntarily accept jobs longer than the standard two hours. The Solo Captioner Rate begins after the first two hours, i.e., in the first minute of the third hour. The Solo Captioner Rate is used for both On-Site and Remote Steno CART Captioning.

SST

Strategic Sourcing 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. This term replaces the more narrowly focused Procurement Management Team, PMT.

Transcript / CART 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. It is more appropriate to request transcripts from a court reporting service than from a

CART Captioner as the primary function of CART is to achieve communication access. **Transcripts are no longer offered as a service under MCDHH's MCD08 CART Captioning Contract.**

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.

VendorWeb

An internet application established and maintained by the Office of the State Comptroller that allows contractors such as interpreters to view their payment history and planned payments from Executive Branch Commonwealth agencies. VendorWeb may be accessed at

<https://massfinance.state.ma.us/VendorWeb/VendorInstruction.asp>.

VendorWeb allows interpreters to view details of past and future EFT payments; for instance, the specific invoices (agencies and dollar amounts) making up the total dollar amount of each EFT payment to the interpreter.

LEGISLATIVE AUTHORITY

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

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

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

FOR ALL USERS OF THE MCD08 CONTRACT: THE DEPARTMENT OF INTERPRETER/CART SERVICES

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

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

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

FOR ALL USERS OF THE MCD08 CONTRACT: THE INTERPRETER/CART REFERRAL SERVICE

What is the MCDHH Statewide Interpreter/CART Referral Service?

One of the most important functions of the MCDHH is the statewide Interpreter/Transliterators and CART Referral Service. MCDHH provides referral services to meet the diverse communication needs of Deaf, oral deaf, late-deafened, DeafBlind, and hard of hearing people including medical, mental health, and legal settings. Although MCDHH employs staff interpreters and a staff CART Captioner, the majority of requests are filled by freelance Interpreters/Transliterators and/or CART Captioners on contract.

The Interpreters/Transliterators referred by MCDHH must hold certifications from the national Registry of Interpreters for the Deaf (RID, Inc.), the National Association of the Deaf (NAD), the Texas Board for Evaluation of Interpreters (BEI) or be MCDHH-approved². All Interpreters/Transliterators are required to adhere to a strict Code of Professional Conduct established by NAD/RID. CART Captioners enter the profession through a variety of routes and, at present, have no single certifying body. Regardless of professional path, CART Captioners are approved by MCDHH and are required to adhere to NCRA's Captioners Code of Professional Ethics.

Who uses the Interpreter/CART Referral Service?

- Requesters (person or entities who are paying for the service).
- Consumers (Deaf, oral deaf, late-deafened, hard of hearing, DeafBlind, etc.).
- Providers of communication access services.

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

Referral Specialists work from 8:45 am to 5:00 pm Monday through Friday, excluding holidays.

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

² "MCDHH-approved" means that the Captioner has passed the MCDHH screening. "MCDHH-approved" is the same as saying "State-screened."

Yes.

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

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

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

Deaf, oral deaf, late-deafened, DeafBlind, hard of hearing, and hearing individuals representing a group or agency such as non-profit organizations, schools, employers and businesses are all consumers of Interpreter/Transliterater or CART Captioner services. The request for this service must come from the court, private doctor, individual or agency responsible for **paying** for the service.

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

How and where can the requester make a request?

Place a request online using the form on MCDHH's website, <https://www.mass.gov/how-to/how-to-request-an-asl-interpreter-or-cart-provider>. A request can also be placed by calling 617-740-1600 (voice) or 617-740-1700 (TTY).

Place an emergency legal, medical or mental health request 24 hours a day, 7 days a week to our After-Hours Emergency Service. Call the Interpreter/CART Referral Service at 800-249-9949 voice/TTY.

Contact MCDHH with any questions you may have regarding communication access services at 617-740-1600 voice/TTY or 617-326-7546 VP.

How far in advance should requests be placed?

Except for emergency mental health, medical and legal requests, no assignments are accepted with less than two business days' advance notice. Requesters are

advised that requests need to be placed as early as possible, because freelance interpreters / transliterators / CART Captioners often fill their schedules up to three months in advance. Every attempt will be made to fill requests; however, all requests are subject to the availability of interpreters / transliterators / CART Captioners. Priority will be given to those requests involving urgent mental health, medical and legal matters. Generally, MCDHH will notify the Requester as soon as an interpreter has been booked. A check-in date will be established with the Requester prior to conferences and certain meetings. It can vary between one week, one month, and two months when rescheduling is not an option. MCDHH will continue looking for interpreters / CART Captioners until two business days prior to the assignment, giving the Requester a two business-day notification if the job is unfilled unless otherwise stated.

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

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

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

FOR ALL USERS OF THE MCD08 CONTRACT: STAFFING OF THE INTERPRETER/CART REFERRAL SERVICE

Staffing of the Interpreter/CART Referral Service

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

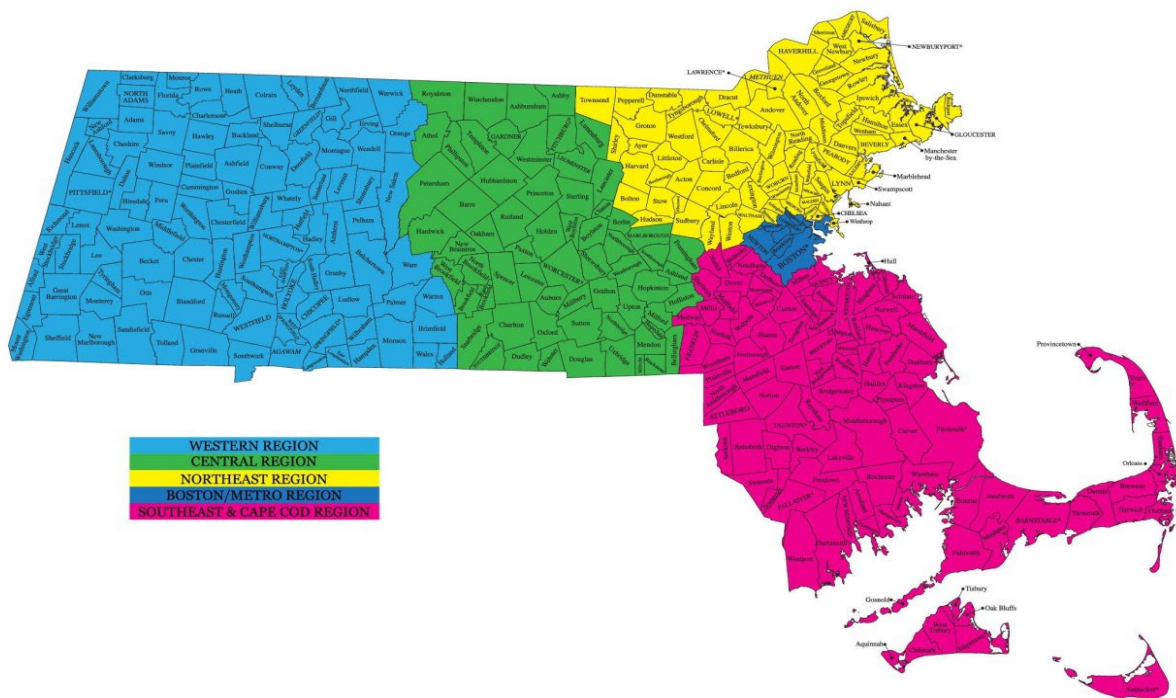
Interpreter/Transliterators and CART requests are divided into geographical areas of the state and specialties with a Referral Specialist assigned to each area or specialties.

The areas/specialties are:

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

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

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



MANDATORY AND EXCLUSIVE USE OF THE MCD08 CONTRACT BY EXECUTIVE BRANCH AGENCIES

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

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

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

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

For the protection of Deaf, oral deaf, late-deafened, hard of hearing, and DeafBlind constituents as well as agency personnel and others involved in service delivery, all Executive Branch agencies are to obtain ASL interpreter and CART services exclusively from the procurement contracts MCD01 (interpreters), MCD02 (CART Services) and any subsequent contracts for these services administered by MCDHH.

As a successor contract to MCD02, MCD08 is the contract that Executive Branch agencies must use to obtain CART Captioning services.

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

1. Agencies and Requesters should review the chart in the section **“For All Users of the MCD08 Contract: The Interpreter/CART Referral Service”** which contains guidance on how far in advance requests should be made and when Requesters should check in with Referral.
2. Establishing one or more alternate dates for the event can increase the likelihood that communication access can be found for at least one of the dates; consulting with Referral when choosing primary or alternate dates can be helpful because Referral may be able to suggest scheduling options with fewer known conflicts and competition for communication access resources.
3. As noted in the section **“For Requesters: Special Situations – Communication Access Requests for Public Events, Conferences and Other Advance-Registration Settings,”** an advance discussion with the Director of Communication Access Services can be helpful in planning a communication access strategy most likely to yield filled requests.

LIST OF EXECUTIVE BRANCH AGENCIES

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

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

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
ANF	ADD	1000	Developmental Disabilities Council
ANF	ALA	1376	Division of Administrative Law Appeals
ANF	ANF	1003	Executive Office for Administration and Finance
ANF	ATB	1004	Appellate Tax Board
ANF	BSB	1009	Bureau of State Office Buildings
ANF	CSC	1385	Civil Service Commission
ANF	DCP	1019	Division of Capital Asset Management
ANF	DOR	1028	Department of Revenue
ANF	GIC	1049	Group Insurance Commission
ANF	HPC	1055	Health Policy Commission Board
ANF	HRD	1056	Human Resources Division
ANF	LIB	1061	George Finegold Library
ANF	OHA	1077	Massachusetts Office on Disability
ANF	OSD	1080	Operational Services Division
ANF	PER	1082	Public Employee Retirement Administration

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
ANF	TRB	1106	Massachusetts Teachers' Retirement System
DOT	DOT	1030	Massachusetts Department of Transportation
EDU	BCC	1005	Berkshire Community College
EDU	BHC	1006	Bunker Hill Community College
EDU	BRC	1381	Bristol Community College
EDU	BSC	1010	Bridgewater State University
EDU	CCC	1373	Cape Cod Community College
EDU	DOE	1026	Department of Elementary and Secondary Education
EDU	EDU	1036	Executive Office of Education
EDU	EEC	1037	Department of Early Education and Care
EDU	FRC	1047	Framingham State University
EDU	FSC	1048	Fitchburg State University
EDU	GCC	1389	Greenfield Community College
EDU	HCC	1051	Holyoke Community College
EDU	MAS	1063	Massasoit Community College
EDU	MBC	1064	Mass Bay Community College
EDU	MCA	1207	Massachusetts College of Art & Design
EDU	MCC	1066	Middlesex Community College
EDU	MMA	1070	Massachusetts Maritime Academy
EDU	MWC	1072	Mount Wachusett Community College
EDU	NAC	1396	Massachusetts College of Liberal Arts
EDU	NEC	1073	Northern Essex Community College
EDU	NSC	1075	North Shore Community College
EDU	QCC	1085	Quinsigamond Community College
EDU	RCC	1086	Roxbury Community College
EDU	RGT	1088	Department of Higher Education
EDU	SSA	1103	Salem State University
EDU	STC	1104	Springfield Technical Community College
EDU	UMS	1109	University of Massachusetts System
EDU	WOR	1113	Worcester State University
EDU	WSC	1114	Westfield State University
EED	DOB	1024	Division of Banks
EED	DOI	1027	Division of Insurance
EED	DOS	1029	Division of Standards
EED	EED	1038	Executive Office of Housing and Economic Development
EED	MMP	1395	Massachusetts Marketing

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
			Partnership
EED	OCD	1076	Department of Housing and Community Development
EED	REG	1087	Division of Professional Licensure
EED	SCA	1090	Office of Consumer Affairs and Business Regulation
EED	SEA	N/A	Department of Business Development
EED	TAC	1105	Department of Telecommunications and Cable
EHS	CHE	1368	Soldier's Home Massachusetts
EHS	DMH	1022	Department of Mental Health
EHS	DMR	1023	Department of Developmental Services
EHS	DPH	1031	Department of Public Health
EHS	DSS	1034	Department of Children and Families
EHS	DYS	1035	Department of Youth Services
EHS	EHS	1039	Executive Office of Health and Human Services
EHS	ELD	1040	Executive Office of Elder Affairs
EHS	HLY	1053	Soldiers' Home, Holyoke
EHS	MCB	1065	Massachusetts Commission for the Blind
EHS	MCD	1067	Commission for the Deaf and Hard of Hearing
EHS	MRC	1071	Massachusetts Rehabilitation Commission
EHS	ORI	1078	Office for Refugees and Immigrants
EHS	VET	1110	Department of Veterans Services
EHS	WEL	1112	Department of Transitional Assistance
ENV	AGR	1002	Department of Agricultural Resources
ENV	DCR	1020	Department of Conservation and Recreation
ENV	DPU	1033	Department of Public Utilities
ENV	ENE	1041	Department of Energy Resources
ENV	ENV	1042	Executive Office of Energy and Environmental Affairs
ENV	EQE	1045	Department of Environmental Protection
ENV	FWE	1046	Department of Fish and Game
ENV	SRB	1102	State Reclamation Board
EOL	EOL	1043	Executive Office of Labor and Workforce Development

Secretariat	MMARS Code	COMMBUYS Code	Agency Name
EPS	CDA	N/A	Emergency Management Agency
EPS	CHS	1014	Department of Criminal Justice Information Services
EPS	CJT	1015	Municipal Police Training Committee
EPS	CME	1016	Chief Medical Examiner
EPS	DFS	1021	Department of Fire Services
EPS	DOC	1025	Department of Correction
EPS	DPS	1032	Department of Public Safety
EPS	EPS	1044	Executive Office of Public Safety & Homeland Security
EPS	MIL	1069	Military Division
EPS	PAR	1081	Parole Board
EPS	POL	1084	Department of State Police
EPS	SOR	1101	Sex Offenders' Registry
ITD	ITD	1060	Executive Office of Technology Services & Security

USE OF MCD08 CONTRACT BY OTHER COMMONWEALTH AGENCIES AND ENTITIES

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

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

Commonwealth agencies and other entities listed above wishing to participate in contract MCD08 must request and receive the permission of MCDHH to do so. An individual ***authorized to make binding contractual agreements on behalf of the agency or entity*** should send an e-mail to the Procurement and Contracting Manager of MCDHH at jane.sokol.shulman@mass.gov indicating that the agency or entity agrees to abide by the terms and conditions set forth in this document and requesting participation in contract MCD08.

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 MCD08 contract. The following table summarizes the types of requesters using MCDHH's Interpreter/CART Referral Service and their obligations relative to the MCD08 contract:

Requester	Able to Use MCDHH's Referral Service?	Uses MCD08 Contract?	Uses MCDHH-Designed Billing Form?*
MCDHH	Required	Yes	Yes
Agency participating in MCD08 contract	Required	Yes	Recommended
Other Commonwealth agency	Yes	No – terms and conditions, including rates, are negotiated between CART Captioner and Requester	N/A
Private entity	Yes	No – terms and conditions, including rates, are negotiated between CART Captioner and Requester	N/A

*The use of the MCDHH-designed billing form is strongly recommended for all participants on the MCD08 contract. Refer to the "Use of Standard Billing Form" section in this RFR / contract.

Any Agency signing up to use MCD08 **must** accept all the terms and conditions of the MCD08 contract, both fiscal and non-fiscal.

Any Steno CART Captioner or Business Provider of Steno CART Captioner Services desiring access to job requests from any of the requester categories in the above table must participate in the MCD08 contract.

STRUCTURE AND FUNCTION OF THE MCD08 STENO CART CAPTIONING CONTRACT

MCDHH is the lead agency responsible for developing the Steno CART Captioning Contract for MCDHH and Executive Branch Agencies. All Executive Branch agencies are automatically enrolled in this contract and any other Commonwealth agency may use this contract simply by making a request to do so with the Contract Manager, Jane Sokol Shulman, at MCDHH. E-mail requests to jane.sokol.shulman@mass.gov.

The functions of the Steno CART Captioner Contract are as follows:

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

Cost of Interpreter/CART Referral Service:

- The referral of Steno CART Captioners is provided free of charge and without fees to any participants.

Requirements for using the Interpreter/CART Referral Service:

- The Steno CART Captioner must complete appropriate contract and Referral Services documents.
- The Steno CART Captioner must complete a personal interview if new to the contract.

FOR ALL USERS OF THE MCD08 CONTRACT: WHAT IS INCLUDED IN MCDHH'S INTERPRETER CONTRACT

Contract MCD08: Steno CART Captioning Services for MCDHH and the Executive Branch incorporates a number of provisions, terms and conditions by reference. These include:

- Commonwealth of Massachusetts Standard Contract Form – This is the form containing your name, address, Vendor Code, and other information specific to Contract MCD08 and MCDHH. MCDHH asks that all MCD08 contractors complete this form and return it to us. You can find the current version of the Standard Contract form here: <https://www.mass.gov/lists/osd-forms#contract-forms-and-attachments-for-all-goods-and-services->.
- Commonwealth Terms & Conditions – These provisions, previously part of the Standard Contract Form, are now in a separate document that also contains instructions for completing the Standard Contract form, general guidelines governing the purchase of goods or services by the Commonwealth from any contractor, references to other regulations and Executive Orders, and a variety of other information affecting your MCD08 contract. This form is yours to keep. This form, in *.pdf format, can be found here: https://www.macomptroller.org/wp-content/uploads/instructions_standard-contract-form.pdf.
- RFR Required Specifications of Commodities and Services – These are the basic contracting provisions that the Operational Services Division requires all contractors and contracting agencies to follow. These provisions are part of the MCD06 bid solicitation or RFR include use of COMMBUYS, the Supplier Diversity Program, and prompt payment discounts. This form is located at: <https://www.mass.gov/lists/osd-forms#contract-forms-and-attachments-for-all-goods-and-services->.
- Terms, conditions, policies and procedures included in this document.

MCD08 contract participants with questions about any of these documents are encouraged to contact MCDHH's Procurement & Contracting Manager at jane.sokol.shulman@mass.gov.

MCD08 CONTRACT ELIGIBILITY: OVERVIEW

This solicitation for **MCD08: 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.

MCD08 covers the following types of realtime communication access services:

- On-Site Steno CART.
- Remote Steno CART.
- On-Site Steaming 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 MCD08 *initial contract eligibility* refers to the process of signing the contract. *Ongoing contract eligibility* refers to continued compliance with the MCD08 Quality Assurance Program. The Quality Assurance Program will be addressed in a later section of this RFR.

MCDHH, in its role of lead agency in managing the MCDHH contract, may from time to time recommend or require that specific equipment be employed by Steno CART Captioners and/or MCD08 contracting agencies and entities. Examples of types of equipment include microphones, telephones, speakerphones, headsets, projection equipment, and other equipment that is part of how CART is delivered by the Captioner to the consumer.

MCD08 CONTRACT ELIGIBILITY FOR ON-SITE STENO CART CAPTIONERS

In RFR MCD08 MCDHH seeks On-Site Steno CART Captioners 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 assignment.
- 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 assignment.
- Possess basic knowledge of hearing loss and the use of speech-to-text verbatim display as a means of providing communication access for Deaf, deaf, late-deafened, DeafBlind and hard of hearing individuals.
- Accept to work under NCRA's Captioners Code of Professional Ethics.

Business Contractors: MCDHH welcomes businesses that provide Steno CART Captioning Services. The businesses may provide the services of their subcontracted Steno CART Captioners who are able to sustain a writing speed of at least 180 words per minute for at least 55 minutes without a break and can perform at this sustained speed at no less than 96% accuracy. Only these CART Captioners are eligible to perform assignments on behalf of the Business CART Captioner regardless of whatever other types of CART Services the business offers.

For full application instructions refer to the first section of this document, the Request for Response (RFR) for MCD08.

MCD08 CONTRACT ELIGIBILITY FOR REMOTE STENO CART CAPTIONERS

In RFR MCD08 MCDHH seeks individual Remote Steno CART Captioners 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 assignment.
- 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 assignment.
- Possess basic knowledge of hearing loss and the use of speech-to-text verbatim display as a means of providing communication access for Deaf, oral deaf, late-deafened, DeafBlind and hard of hearing individuals.
- Agree to work under NCRA's Captioners Code of Professional Ethics.

Additionally, in RFR MCD08 MCDHH seeks Remote Steno CART Captioners who:

- Are able to assess, in a conversation with the Requester, whether a prospective **assignment communication situation** is suitable for Remote CART; in other words, has adequate facilitator training and number of microphones to promote effective transmission of sound signal over background noise to enable communication access during the event. As a point of clarification, the Remote Steno CART Captioner will identify and speak to the appropriate person if the Requester does not possess this information.
- Are able to assess, in a conversation with the Requester, whether a prospective **assignment 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. As a point of clarification, the Remote Steno CART Captioner will identify and speak to the appropriate person if the Requester does not possess this information.
- Will employ a means of transmitting **the audio portion of the communication event** from the location of the job to the Captioner that meets standards established by the Commonwealth's Information Technology Division (ITD) for security, data integrity, and other concerns of that nature.³ ITD compliance is required for jobs with all Commonwealth agencies

³ For up-to-date information on standards and requirements, please visit the Commonwealth's Executive Office of Technology Services and Security at www.mass.gov/eotss.

regardless of whether they participate on the MCD08 contract.

- Will employ a means of transmitting ***the text translation of the communication event*** from the Captioner to the consumer or requester in a manner that gives near-instantaneous provision of text output, meets standards established by the Commonwealth's Executive Office of Technology and Security Services (EOTSS) for security, data integrity, and related concerns of that nature, allows each user / consumer to modify his or her screen display independently of the CART Captioner's own set-up or that of any other user / consumer and is appropriate for the assignment / communication event. EOTSS compliance is required for jobs with all Commonwealth agencies regardless of whether they participate on the MCD08 contract.
- Will employ a means of transmitting ***the text translation of the communication event*** from the Captioner to the consumer or requester that is secure. A secure transmission can be achieved either by using a password for access to the output or by use of a one-time URL that cannot be guessed easily (e.g., not "MCDHH" and the date). Remote CART Captioners are not required to use a unique session URL and/or a password for the transmission of text. Instead, Remote CART Captioners are to work with Requesters to provide a level of security appropriate to the communication event.
- Will have a back-up mechanism or process for both phases of the communication process (audio from job location to Captioner and text output from Captioner to job location via internet) in the event that the Captioner'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.

Business Contractors: MCDHH welcomes businesses providers of Steno CART Captioning Services to Contract MCD08 and expects that all subcontractors of Business On-Site Steno Contractors sent to assignments booked through MCDHH's Interpreter/CART Referral Service will meet the same requirements as individual Remote Steno CART Captioners above). The Business Contractor is responsible for verifying that each subcontractor sent to any assignment booked through MCDHH's Interpreter/CART Referral Service can 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 first section of this document containing the RFR (Request for Response) for Contract MCD08.

DISPLAY SOFTWARE USED BY REMOTE STENO CART CAPTIONERS

Software, both web-based and free-standing, for the display of Remote CART output on the consumer's device is a rapidly evolving field.

MCDHH has several absolute requirements for this software that all Remote CART Captioners must meet. The software systems must:

- Allow for each viewer to modify the properties (font, font size, color of background and text) of the visual display independently of any and all other visual displays being used.
- Allow for the secure transmission of the CART output (text).
- Be compliant with EOTSS security provisions and other requirements if a Commonwealth of Massachusetts-owned or networked device is being used.

Remote CART Captioners must inform the Interpreter/CART Referral Service of the software / software systems they use at the time of application or renewal and keep Referral abreast of any changes in software use. At the time of assignment acceptance, the Remote CART Captioner must let the CART Referral Specialist know which of these software / software systems will be used for the assignment.

At the time this document is released (January 2024) the Interpreter/CART Referral Service has approved two software systems for Remote CART: StreamText and 1CapApp. Each is preferred for particular applications and/or users. It is envisioned that, during this contract period, additional software or software systems may be added. When additional software or software systems are reviewed and approved, MCDHH will make appropriate announcements to CART Captioners on the MCD08 contract and on COMMBUYS.

MCD08 CONTRACT ELIGIBILITY FOR PROVIDERS OF OTHER TYPES OF REALTIME SPEECH-TO-TEXT COMMUNICATION ACCESS SERVICES: PILOT TECHNOLOGIES

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. 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 MCD08 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 assignment.
- 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 assignment.
- 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.
- Agree to work under NCRA's Captioners Code of Professional Ethics.

Individuals who believe 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:

Ms. Lori Novak
Administration & Finance Department Clerk
MA Commission for the Deaf and Hard of Hearing
600 Washington Street
Boston, MA 02111

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 MCD08 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 MCD08 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, Ms. Jane Sokol Shulman, at the address above.

CART SERVICES AT PUBLIC PROCEEDINGS

CART services are obtained as a reasonable accommodation to meet specific communication access needs of people who are Deaf, late-deafened or hard of hearing. When CART is obtained for communication access for the general public at a hearing or similar event and when the sponsor of that event also intends to have notes prepared, the sponsor of the event should also engage the services of a note-taker.

The purpose of CART services is to make an event communication-accessible in real time for one or more Deaf or hard of hearing individuals attending that event. CART output is not a verbatim transcript, and it is not sufficient to legally document the event's proceedings. [Refer to "Output / CART Output" in the "Definitions" section.] When the intent is to have a legal recording of the proceedings, a legal stenographer is required in addition to the CART Captioner.

JOB ASSIGNMENT BY MCDHH'S INTERPRETER/CART REFERRAL SERVICE

MCDHH announces available CART Captioning assignments via e-mail broadcasts. During this contract cycle, the Referral software will be modernized to include a provider portal that will allow CART Captioners to see all available assignments. More information about this development will be shared as it becomes available.

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

- Skill level of Captioner.
- Nature of the job: conference, public hearing, medical, general assignment, team, etc.
- Success of Captioner in completing a similar job.
- Equipment, e.g., for a consumer requiring specialized equipment or service.
- Existing job dictionary matching the assignment.
- Geographical location of Captioner relative to location of assignment.

In the event of more than one CART Captioner indicating interest in a particular assignment, the job is generally assigned to the best qualified CART Captioner based on the above criteria. Business contractors are expected to provide the name(s) of the subcontractor(s) who will be performing the job to the Interpreter/CART Referral Specialist at the time the assignment is accepted, and to update that information if another subcontractor is assigned.

Business contractors need not confirm the name of the subcontractor Captioner for an On-Site or Remote CART assignment until two business days before the date of the assignment.

Often when requestors contact the Interpreter/CART Referral Service, they are unsure as to whether On-Site or Remote CART is most appropriate for the particular event. The Intake Specialist will ask clarifying questions to help make the determination. In other situations, requestors or consumers will specifically ask for either On-Site or Remote CART. 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.

CART CAPTIONER RESPONSIBILITY AFTER ASSIGNMENT ACCEPTANCE

Following assignment acceptance, CART Captioners **must** contact the requester as soon as feasible to exchange details about the assignment. The CART Captioner will obtain information from the requester 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]; and
- Confirmed billing information if the assignment is not MCDHH-paid.

Additional requirement for Business Contractors: At the time of assignment acceptance a Business Contractor must give the Interpreter/CART Referral Specialist the name of the individual who will be performing the assignment. If the Business Contractor reassigns Captioners, the Interpreter/CART Referral Specialist must be informed. A Business Contractor who does not keep the Interpreter/CART Referral Specialist apprised of the identity of the individual assigned to jobs may be subject to progressive sanctions up to and including suspension.

Business Contractors should provide the Interpreter/CART Referral Specialist with the name of the individual who will be performing the assignment as soon as known and no later than two business days before the date of the assignment.

For Remote CART assignments, the Steno CART Captioner must determine whether the event is itself remote or is otherwise on-site.

An all-remote assignment is one platformed on Zoom, Microsoft Teams, or another similar application. The Steno CART Captioner should verify that they have

functioning connectivity and the ability to display output with the requester in advance of the event.

If the Steno CART Captioner is remote and the event itself is otherwise on-site, the Remote CART Captioner must conduct an IT site readiness assessment with the IT site contact identified by the requester at the time of the booking. The Remote CART Captioner should allow twenty to thirty minutes for this conversation for all first-time users, and the conversation should be held within three days of the scheduled job assignment. The purpose is to verify that the IT systems (audio, internet connectivity and any auxiliary equipment) function properly.

Additional information that should be obtained from the requester relates to the communication situation (two- or three-person meeting, lecture, small group discussion, platform presentation, etc.), number/position of microphones, and other logistical features relevant to a successful Remote CART experience. ***If the CART Captioner believes communication access cannot be effectively provided by Remote CART, they must contact the Interpreter/CART Referral Service immediately.***

CART Captioners will give information such as approximate assignment cost.

Three business days prior to the assignment, because details often change in the interval between booking and assignment, CART Captioners should reconfirm job location and other key details with the requester. Remote CART Captioners will provide the URL and password, if any, for text transmission to both the requester and to the Interpreter/CART Referral Specialist.

A FEW WORDS ABOUT THE SECURITY OF REMOTE CART:

MCDHH and the Interpreter/CART Referral Service consider the confidentiality of Remote CART of the utmost importance. This is why we emphasize the use of secure single-session URLs and/or URLs with passwords for the transmission of text. Requesters typically manage set-up of Remote CART at the site. Sometimes the Requester is busy or cannot be located immediately before the communication event. When that happens the Referral Specialist plays a critical role as the back-up provider of the URL to connect Remote CART. Referral Specialists are bound by ethical standards and routinely handle confidential information as part of their daily work. In short, Contract MCD08 contains multiple provisions to ensure efficient operation of a secure Remote CART system that safeguards the privacy of the communication event and prevents unauthorized access by intruders.

On the day of the assignment CART Captioners are expected to dress appropriate

to the situation and behave in a manner that properly reflects the profession.

CART Captioners should plan to arrive early for most assignments to allow sufficient time to prepare to begin working. If a CART Captioner 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, or both if practical.

If you must cancel an assignment:

- If the CART Captioner must cancel acceptance of an assignment, s/he is responsible for finding a replacement. Since consumers often have a preference for certain CART Captioners, the CART Captioner must call the CART Referral Specialist to get names and phone numbers of appropriate replacements. The CART Captioner must notify the CART Referral Specialist of the final arrangement. If MCDHH is purchasing the CART Captioner service, MCDHH will not pay a replacement CART Captioner unless notification of the name of the replacement CART Captioner has been made known to the CART Referral Specialist prior to the assignment and the replacement CART Captioner has a valid Contract with MCDHH.
- In the event of an emergency resulting in an inability to appear for an assignment, the CART Captioner 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 Captioner is responsible for contacting the requester directly when MCDHH is closed (e.g., for a weekend assignment, bad weather delayed opening, or closure). ***CART Captioners performing assignments for non-MCD08 government agencies or private entities should be sure to negotiate in advance payment responsibility for an emergency resulting in the CART Captioner's inability to appear for an assignment.***
- In the event of inclement weather or other situations beyond the CART Captioner's control, the CART Captioner is responsible for contacting the requester directly to negotiate safety issues, postponements, etc. as well as contacting their team when applicable. The CART Captioner must notify the MCDHH Interpreter/CART Referral Service of the final arrangement. ***CART Captioners performing assignments for non-MCD08 government agencies or private entities should be sure to negotiate in advance payment responsibility in the event of inclement weather.***

Reports of noncompliance with NCRA's Code of Professional Ethics or with MCDHH policies and procedures may be discussed with the CART Captioner by the Director of the Department of Communication Access Services and appropriate action taken (e.g., suspension of referrals).

Liability Coverage

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

EFFECTIVE USE OF REMOTE CART IN OTHERWISE ON-SITE SETTINGS

For the most effective Remote CART communication access experience, requesters or their representatives must collaborate with the Remote CART Captioner both before and during the event.

Before the event: Each time Remote CART is scheduled for a meeting or event it is very important to test both the internet connection and the audio (sound) quality to verify that both are working in a satisfactory manner. This testing should be done with an information technology professional able to trouble-shoot and resolve any problems that arise. Advance testing is crucial for a successful meeting or event.

Ideally the same equipment should be used for testing that will be used during the event itself. You will need:

- **Laptop, tablet or other personal device with internet access** (for only one consumer of CART services), a **plasma monitor** (for a few viewers), or **projector and screen** (for a large room or the possibility of many scattered viewers).
- **Audio** of some form so the CART Captioner can hear, either application platforms such as Zoom or Microsoft Teams or physical spider-type microphones on a conference phone for an on-site event. If a conference phone and spider microphones are used, they should be placed evenly around a large table. Note that speakerphones have a range of about three feet. Refer to the Appendix for diagrams of effective room layouts and microphone placements.
- The CART Captioner will send a meeting link (URL) for the text display. In the meantime, the laptop can be tested with this demo link:
<http://www.streamtext.net/player?event=IHaveaDream>. You should see a display of CART text output.

Important Note to Remote CART Users: Depending on the software the Remote CART Captioner is using, the URL for the text display may be transmitted in a format that looks normal but cannot be accessed by certain types of non-networked browser-based remote versions of network software typically used in an office or business (for example, Outlook Web Access). The workaround is to forward the e-mail containing the Remote CART URL to a text number or general-purpose e-mail address such as GMail and then open the link from there.

During the event: Speakers must speak into a microphone one at a time and avoid crosstalk. Because the Remote CART Captioner is “listening in” from a remote location and cannot see who is speaking, the speakers must identify themselves before they speak. Most often, maintaining these “good communication practices” during a Remote CART event requires gentle reminders from a facilitator who should be identified at the beginning of the meeting or event.

Other suggestions for enhancing the effectiveness of Remote CART: In the course of CART Captioner – Requester communications (see next section) the requester may have questions and the CART Captioner may offer ideas that will result in further improvements to the quality of the Remote CART experience. MCDHH encourages all involved to take advantage of these opportunities for mutual learning.

MCD08 COMPENSATION STRUCTURE: AN OVERVIEW

The Massachusetts Commission for the Deaf and Hard of Hearing is charged with establishing rates for interpreter services in 112 CMR 3.00. Rates are established at the beginning of the MCD08 contract term and will remain in effect for the duration of the contract or renewal period. MCD08 stakeholders (Steno CART Captioners, Business Captioners of Steno CART Captioner Subcontractor Services, Consumers, Requesters, Payers, and/or “representatives of organizations, associations, and service Captioners of or working with Deaf, oral deaf, hard of hearing, DeafBlind, and late-deafened persons in the Commonwealth” as noted above) may petition the Commissioner, MCDHH, in writing to review and revise the rates by October 31 for a change to be effective the following July 1. The written petition should contain a specific proposal for a rate modification and the reason for it. The Commissioner, MCDHH shall review the petition and, if accepted, will convene a Public Hearing to elicit comment from stakeholders.

The rate structure has two components:

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

The full MCD08 Rate Chart may be found on MCDHH's Web Site, here: <https://www.mass.gov/info-details/interpreter-service-rates-fy23>. The MCD08 rate schedule may be found on the "Attachments" section of the MCD08 contract in COMMBUYS, <https://www.commbuys.com/bsol/>. These rates apply to all assignments placed by MCD08 agencies. ***These rates do not apply to Commonwealth agencies not participating in the MCD08 contract or to private entities. Interpreters must negotiate standard rates and rate-related policies directly with the paying entities for these assignments.***

A list of current MCD08 contractors and their rates is placed in the "Attachments" section of the MCD08 contract in COMMBUYS, <https://www.commbuys.com/bsol/>. This list is updated approximately quarterly.

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 Hourly Fee
- Mileage
- Travel Time

There is a “solo differential rate” applicable to On-Site and Remote Captioners who voluntarily undertake long duration assignments.

Finally, the optional **output fee** applies to both **On-Site and Remote Steno CART**. Output, as noted previously in the “Definitions” section, must be included in the job request. A CART Captioner is not obligated to give a consumer output at the time the job is being performed.

MCD08 COMPENSATION STRUCTURE: BASE RATES

The elements of MCD08 Base Rate are **Years' Experience** and **Certification Level**.

Years' Experience: MCDHH recognizes that skill level increases with long-term provision of CART Captioning services and concomitant continuing education. Therefore, the MCD08 rate structure contains a system of rewarding years of experience providing Steno CART Captioning services with raises in compensation rate. This built-in increase occurs automatically every five years on the anniversary date of the Steno CART Captioner's joining Contract MCD08. *Steno CART Captioners / Business Caption Services should notify the Interpreter / CART Referral Service if their years' experience-triggered rate increase does not happen automatically.*

Certification Level: MCDHH two levels of certification for the purposes of the Steno CART Captioner base rate:

- Steno CART Captioners **with** the CRC credential – ***Tier A***
- Steno CART Captioners **without** the CRC credential – ***Tier B***

Additionally, Steno CART Captioners joining Contract MCD08 for the first time in the middle of a contract cycle (i.e., not for the July 1 start of a three-year contract or amendment period) receive base rate ***Tier C*** until the beginning of the next three-year cycle.

MCD08 COMPENSATION STRUCTURE: SPECIALIZATION SURCHARGES OR ADD-ON RATES AND FEES

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

- Preparation Fee – flat fee per job
- On-Site Hourly Fee – an hourly fee for performing on-site assignments, not to be included in mileage computation
- On-Site Steno CART Fee for Equipment Transport
- On-Site Projection Service – different amount according to whether the Steno CART Captioner's equipment is used
- Remote Steno CART Captioner Rate for Streaming
- On-Site and Remote Steno CART Rate in a Language Other than English Using the Roman Alphabet
- Optional Service: CART Output, Solo Jobs
- Optional Service: CART Output, Team Jobs
- On-Site and Remote Steno CART, Legal Non-Court Assignments
- On-Site and Remote Steno CART, Legal Court Assignments
- Jumbotron Projection Service

From time to time, additional surcharges and/or add-on rates and fees may be added. These additions will be announced on MCDHH's web site and COMMBUYS.

ADDITIONAL MCD08 COMPENSATION POLICIES FOR ON-SITE AND REMOTE STENO CART

The minimum appearance fee for both On-Site and Remote Steno CART Captioning is two billable hours at the Captioner's base rate. The Captioner will bill the appearance fee for any assignment up to two hours in length.

Additional compensation for On-Site Steno CART:

- **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 Captioners 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 Captioner's hourly rate; see below. The On-Site Hourly Fee is not included in the CART Captioner's rate for the purpose of computing travel time.

Calculating Compensation for Travel Time:

For travel of twenty (20) miles or more one-way, the CART Captioner will be paid travel time, or, more specifically, the CART Captioner 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 Captioner'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 Captioner (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

The compensation for time spent traveling is \$85.00.

MCD08 COMPENSATION POLICY FOR SOLO CAPTIONERS PERFORMING LONG JOBS

MCDHH has long followed a policy of requiring two CART Captioners 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 Captioner could work alone if she/he so desired. This policy was adopted to safeguard the CART Captioner'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 Captioners 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 Captioner, yet the old policy would require the deployment of two Captioners.

Therefore, in MCD08 we are offering a special solo Captioner 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 Captioners applies to both On-Site and Remote CART.***

MCD08 ADDITIONAL COMPENSATION AND BILLING TERMS AND CONDITIONS

These additional terms and conditions apply to all MCD08 contracts:

- **Minimum Assignment Duration:** The minimum assignment duration shall be two hours for On-Site and Remote Steno CART assignments.
- **Billing Increment:** Jobs longer than the minimum duration are billed in quarter-hour (fifteen minute) increments, with billing to the next quarter hour.
- **Output:** Optional service that must be requested when the job request is made; the cost for output is included on the MCD08 Rate Sheet.

Requesters needing or wanting a certified legal transcript are encouraged to obtain the services of a legal reporting firm. The purpose of CART is to provide communication access, not a legally verifiable record of the proceedings of an event.

- **Prep Time:** The MCD08 Rate Sheet includes a Prep Time provision to allow the Steno CART Captioner time to build a job-specific dictionary of names and specialized terms, jargon, and assignment-specific vocabulary. In certain infrequent situations this prep time may be insufficient; specifically for 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. In that latter situation the Requester, Payer, or CART Captioner should contact Referral as soon as possible.
- **Job Placement by Third Parties:** Third-party entities, e.g., contractors, arranging communication access for state agencies, will be billed at private (non-MCD08) rates. If MCD08 rates, as well as other terms and conditions of the contract, are desired, then the participating MCD08 agency or entity must place communication access request with MCDHH's Interpreter/CART Referral Service directly.
- **Cancellation Period:** Jobs may be canceled by the Requester without penalty or financial obligation up to ***two business days before the day/time of the assignment.***
- **Job Cancellation Two Business Days or Less Before the Job:** If an

assignment is canceled by the Requester or Payer two business days or less before the day and time of the job, the Payer remains liable to the CART Captioner 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 Captioner 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; major traffic accidents causing multiple highway closures; and personal medical emergencies. It is essential that the CART Captioner 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.
- **State of Emergency Cancellation on the Day of the Event:** Very infrequently and under highly unusual situations a State of Emergency is announced that will begin a short period of time after the announcement is made. *For jobs with Commonwealth of Massachusetts agencies only*, CART Captioners should contact the Requester and/or Payer as well as MCDHH's Interpreter/CART Referral Service as soon as the State of Emergency is announced to learn whether the job is canceled or whether the portion of the job scheduled prior to the start of the State of Emergency will be held. The CART Captioner shall bill as follows: (a) for CART services provided, the CART Captioner shall bill 100% of actual time; (b) for booked time during which CART services were *not* provided due to the State of Emergency, the CART Captioner shall bill 50% of expected billing, excluding the on-site fee unless it is included in (a); and (c) the CART Captioner shall bill all mileage and travel time that is billable in accordance with the standard policy set forth in this document. *For jobs with private entities* the CART Captioner should negotiate provision for payment.

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

This CART Captioner shall bill as follows:

- Mileage and travel time since the job is 20 miles or more from her home
- The on-site fee
- Her regular rate for the two and a half hours for which she provided services (10:00 a.m. to 12:30 p.m.)
- 50% of her regular rate for the two hours booked but for which

services were not provided because of the State of Emergency
(12:30 to 2:30 p.m.)

- **Cancellation of Short-Term Jobs:** If the MCDHH Interpreter/CART Referral Service books an assignment with a CART Captioner less than two business days prior to the assignment time and subsequently cancels it, the CART Captioner shall not bill for the canceled job. The Interpreter/CART Referral Service considers a CART job “unfilled” if a Captioner cannot be identified two business days prior to the assignment and under most circumstances ceases efforts to fill the job. The CART Captioner therefore would not expect additional job opportunities and consequently would not expect to earn additional income in the two-business-day period from MCDHH referrals. If a booking is made and then cancelled, there is no income loss to the Captioner 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 Captioners, failure to notify a booked CART Captioner that a job has been canceled, and so forth. When these errors happen, the CART Captioner should bill MCDHH for the full time booked, but not for anticipated on-site fee, mileage and travel time unless the error only became apparent when the CART Captioner 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 workspace is available.
- If the employee is **performing work** during the meal break period, then the employee may be paid. For example, if a CART Captioner 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 Captioner is restricted in physical location and/or required to work through the 30-minute meal break, the CART Captioner should indicate this in a note on her/his invoice or billing form.

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

STANDARD BILLING FORMS FOR CONTRACT MCD08 STENO CART CAPTIONERS

All billing forms may be found on MCDHH's web site: <https://www.mass.gov/info-details/interpreter-billing-and-payment-information>. Billing forms will also be available on COMMBUYS.

Billing forms will be available in Word format so that Steno CART Captioners can easily enter assignment information and User Agencies can modify the header as appropriate. MCDHH recommends that all Commonwealth agencies participating in MCD08 adopt a form similar to this one, if possible, to maximize the efficiencies that come from standardization for both agencies and Steno CART Captioners.

BILLING BY VENDORS: GUIDANCE ON LATE PENALTY INTEREST AND LATE FEES

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

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

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

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

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

PERFORMANCE EXPECTATIONS FOR MCD08 CART CAPTIONERS: 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 for Deaf and hard of hearing persons. To this end, MCDHH's Quality Assurance Program for CART Captioners 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, 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 Captioner does jobs, including general audience projection situations if the Captioner accepts such assignments.
 - If the MCDHH Quality Assurance Program receives unfavorable performance reports about a specific CART Captioner, 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 Captioner receives unfavorable feedback that represents a pattern rather than a single occurrence**, a meeting will be held with the Director of Communication Access Services, MCDHH's Procurement & Contracting Manager, and the CART Captioner 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 output is submitted for outside assessment; or
 - Some other activity to be suggested by one of our Captioners to whom we consult for comment and recommendation.
- **Progressive sanctions** will be built into the program in a transparent manner if Captioners receiving unfavorable feedback are unwilling or unable to bring

their on-the-job performance to an acceptable level, in order to maintain overall Captioner quality at the level required by statute.

- After the skill development activities are completed, the CART Captioner 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 Captioner may be suspended from receiving job referrals for a period of time. If the problem is not corrected after three opportunities to improve, the Captioner's contract may be terminated.
- **Termination decisions** are made by the Commissioner, MCDHH, with the advice and recommendation of the Director of Communication Access Services and the Procurement & Contracting Manager, and only in the most intractable or egregious cases.

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

During the term of MCD08, MCDHH anticipates extending its Quality Assurance Program to the assessment of consumers' experiences with CART booked through MCDHH. We are exploring using a survey to examine consumer satisfaction with the Steno CART Services they receive and ways we can make Referral more responsive to consumers' needs.

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

The following are the principles of professional and ethical conduct and accompanying guidelines to protect and guide CART Captioners, 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 Reporter that has received additional training and approval as a CART Captioner, when functioning in the role of a CART Captioner, is engaging in a type of "interpreting" using the term in its broadest meaning. Since Deaf, oral deaf, DeafBlind, late-deafened and many hard of hearing people as well as the hearing people in agencies accustomed to using interpreters see CART Captioners as a type of "interpreter," these individuals who use CART Services also tend to expect from the CART Captioner 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. The MCDHH Standards of Professional & Ethical Conduct for CART Captioners are related to those promulgated and in long standing used 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 Captioners are as follows:

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

A CART Captioner provides service in five 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; in a private setting, or remotely via Zoom or another online platform. Courtesy and discretion are required of the CART Captioner 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 Captioner 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 Captioner 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.

Since CART service is provided as an auxiliary service for communication access and a verbatim record is not mandatory, the CART Captioner 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 Captioner strives to render as faithful and accurate a translation (word-for-word) as possible, omitting nothing and adding nothing.

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

C. CART Captioners will accept assignments for which they are qualified, using discretion and professional judgment regarding the nature of the assignment and skill level required to render appropriate CART service.

A CART Captioner must accept only assignments that they are both qualified to perform and temperamentally suited to perform. In assessing the requirements of a prospective assignment, the CART Captioner should take into consideration (1) their 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 they have the requisite background and stamina to provide a consistent high quality of service to the consumer throughout the assignment's duration.

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

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

There are circumstances where it may be acceptable for CART Captioners 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 Captioners will be protected.

Details regarding CART services, including who is responsible for payment, the agreed upon rate, whether CART output 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 Captioner 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 MCDHH, neither provision nor printout of electronic output or verbatim certifiable transcript is a primary facet of CART Captioning Services. 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. If it is a request in addition to a CART Service request, the additional request will be presented to the CART Captioner to be referred for separate negotiation between the requester and the CART Captioner as a court reporter function.

A CART Captioner may be required to provide CART output following an assignment. Arrangements for CART output are to be made before the job begins. Before outputting the file electronically, 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.

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

E. The CART Captioner will at all times maintain his/her professional role and perform in a manner appropriate to the situation.⁴

For the consumer, the best CART service is rendered with high competence and as unobtrusively as possible. The CART Captioner must exercise discretion in situations, which may warrant interrupting the proceedings in order to ensure 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 Captioner's role is to facilitate communication. That function should be accomplished as quietly and unobtrusively as possible. It is rarely appropriate for a CART Captioner to step outside that role, even if invited to do so. A CART Captioner 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 Captioner. In special circumstances, a CART Captioner may be asked to step out of role to answer questions about the service, to demonstrate equipment during a break, or to schedule future

⁴ A CART Captioner 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.

dates. These requests to step out of role may be granted with the approval of the consumer of CART service. Deviation from the role should be the exception and should be discouraged. If necessary, the CART Captioner should politely explain the necessity to stay “in role.”

If CART Captioners and Interpreters for the Deaf are providing services simultaneously at an assignment for the same or different consumers, the CART Captioner 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 Captioner strives to maintain high professional standards through acquisition of appropriate certifications and the maintenance of current knowledge in the field.

CART Captioners 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 Captioner 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.

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

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

The duty of impartiality requires that a CART Captioner 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 Captioners 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 Captioners shall not become personally involved and must stay in their professional role at all times during the proceedings.

EVALUATION OF RESPONSE PACKAGE AND NEXT STEPS IN APPLICATION PROCESS: THE CAPTIONER AUDITION

As noted in **PART I: The RFR** of this document, an applicant for Contract MCD08 is evaluated as follows based on the Letter, Resume, and Brief Interview:

Application Evaluation:

Responsive applications will be awarded points using the evaluation schema, below:

- **Exceeds average expectations** – outstanding; exceeds expectations on all aspects.
- **Meets average expectations** – average; meets expectations on most aspects.
- **Does not meet average expectations** – below expectations; deficient on essentially all aspects.

NAME OF APPLICANT:	
NAME OF EVALUATOR:	DATE:
QUALIFICATION, CHARACTERISTIC OR EXPERIENCE	RATING:
<ul style="list-style-type: none"> • INDIVIDUAL – Meets requirements for speed and accuracy • BUSINESS – Will only provide subcontractors meeting requirements for speed and accuracy 	
<ul style="list-style-type: none"> • INDIVIDUAL – Agrees to comply with Standards of Professional & Ethical Conduct • BUSINESS – Agrees to comply with Standards of Professional & Ethical Conduct 	
<ul style="list-style-type: none"> • INDIVIDUAL – Based on interview, would be a positive addition to MCDHH's roster of CART Captioners • BUSINESS – Based on interview, would be a positive addition to MCDHH's roster of CART Captioners 	

Prior CART contracts used certifications and references to assess whether a Captioner 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 Captioner.

A demonstration of the Steno CART Captioner'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 Captioner-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 MCD08 application process.

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 crosstalk. If the Captioner is applying to provide Remote CART, the audition will be held in MCDHH's 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				

CRITERION	ABOVE AVERAGE / EXTRA- ORDINARY	AVERAGE	BELOW AVERAGE / UNACCEP- TABLE	N/A OR CAN'T EVALUATE
I believe the output is a true verbatim representation of the communication event				
My assessment of this Captioner'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 Captioners earning average scores of 50 or above will be considered to have passed the audition.

PART III: SAMPLE CONTRACT FOR MCD08 STENO CART CAPTIONING SERVICE

Standard Commonwealth Contracts for MCD08 Steno CART Captioning Services use this template, containing the Contractor's unique Vendor Code and other related information as entered in the MMARS (Massachusetts Management and Accounting Reporting System) enterprise financial management system and referring to this document by reference.

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MA Commission f/t Deaf and Hard of Hearing MMARS Department Code: MCD	
Legal Address: (W-9, W-4):		Business Mailing Address: 600 Washington Street Boston MA 02111	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Jane Sokol Shulman	Phone: 617-740-1600
Contractor Vendor Code: VC		E-Mail: jane.sokol.shulman@mass.gov	Fax: 617-640-1810
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): For Executive Branch Agencies: MCD08 For MCDHH: MCD08 and any other Doc ID created by MCDHH to cover funding source as appropriate RFR/Procurement or Other ID Number: RFR 23-35-MCD OR MCD08 CART SERVICES - Open Market Bid BD-23-1067-MCD01-MCD01-88299	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Provision of Steno CART Services in accordance with RFR "Steno CART (Communication Access Realtime Translation) Services for the Executive Branch," the document "MCDHH's Steno CART (Communication Access Realtime Translation) Services for the Executive Branch Contract MCD08: RFR / User Guide / Contract for Use by Contractors, Requesters, Payers, Consumers, and All Other Entities Using MCD08," and the Steno CART Services MCD08 Rate Chart, all of which are incorporated into this agreement by reference. Term of service shall be July 1, 2023 or whenever the Contractor joins MCD08 through its termination on June 30, 2027. This agreement has two three-year options to renew.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2027</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor’s Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
(Signature and Date Must Be Captured At Time of Signature)

Print Name: _____

Print Title: _____

**AUTHORIZING SIGNATURE FOR THE
COMMONWEALTH:**

X: _____ Date: _____
(Signature and Date Must Be Captured At Time of Signature)

Print Name: Sehin Mekuria

Print Title: Deputy Comm’r. and CFO

APPENDIX: ROOM SET-UP AND MICROPHONE PLACEMENT FOR REMOTE CART

Acoustics:

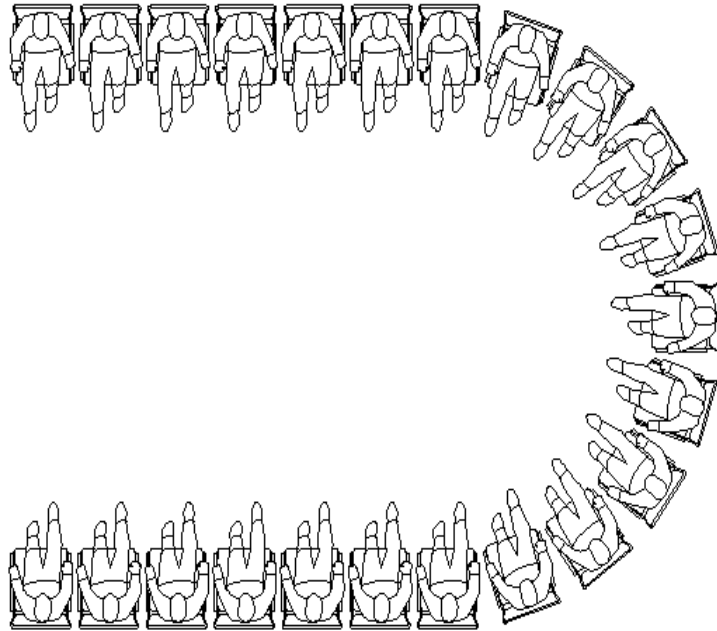
If there is a choice of rooms, the room with the most favorable acoustic properties should be selected.

This means:

- Floor, wall and ceiling treatments for sound absorption rather than sound reflection.
- Doors and windows that can be closed.
- Absence of HVAC and other ambient sounds.
- If present, microphone / telephone integration.

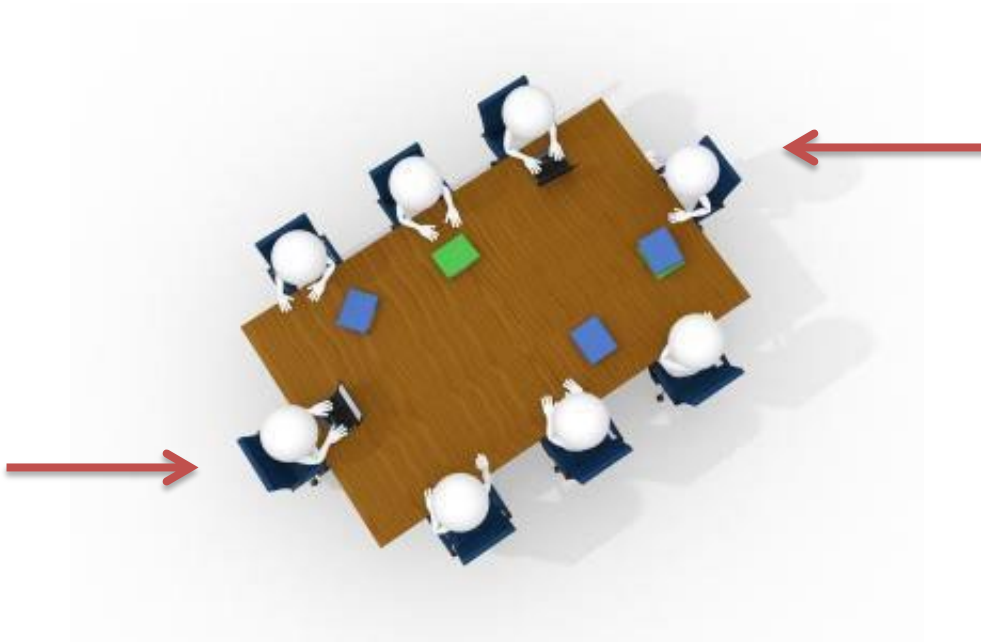
Table Shape and Placement:

If furniture can be arranged to accommodate CART, a circular, semicircular or horseshoe arrangement is almost always preferable to allow for sightlines.



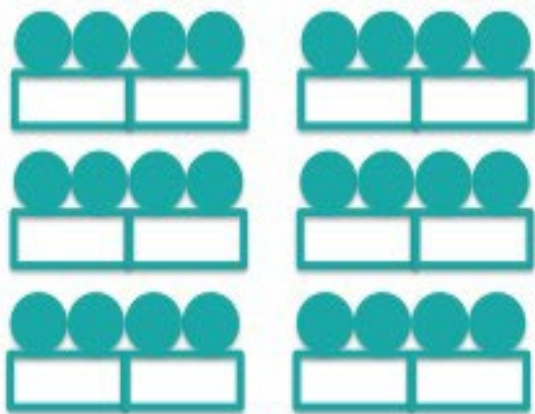
Square Tables:

Square tables can work if the person using Remote CART can sit on the long end without being disadvantaged.

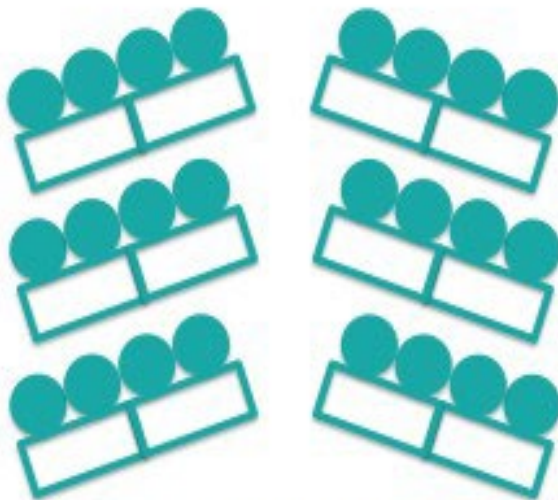


Less ideal arrangements:

Herringbone or straight seating arrangements are virtually impossible from a sightline perspective.



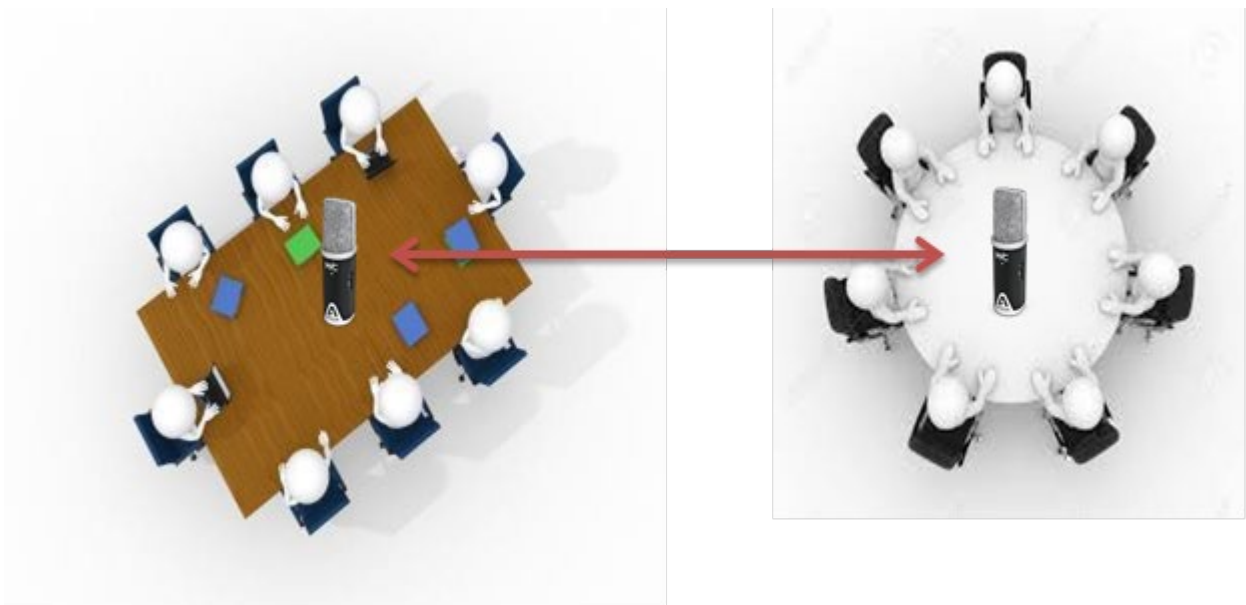
STRAIGHT



HERRINGBONE

Context-based accommodations:

- For a **lecture** environment, the primary microphone should ideally be a wireless lanyard microphone feeding directly into a VOIP or telephone connection to the Remote CART Captioner.
- Questions from the audience either need to be repeated by the primary speaker, or additional microphones need to be provided for audience use.
- For an **interactive group communication** situation, ideally there will be more than one microphone in use.
- Depending on the number and arrangement of attendees, and the degree of discussion management exerted by the primary speaker, a microphone **may** be passed around or several microphones strategically placed that could be shared between several equidistant speakers comfortably within the microphone's pickup range.
- If the number of participants is small and the meeting is well controlled by the primary speaker, a single studio-quality microphone centrally placed **may** work when no speaker is further than three or four feet away from the microphone.



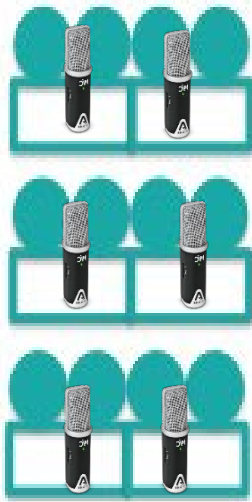
- The key is maintaining ***equidistant placement*** between the speakers and the microphone. The distance must be well within the microphone pickup range. A single microphone on a large table will not work.



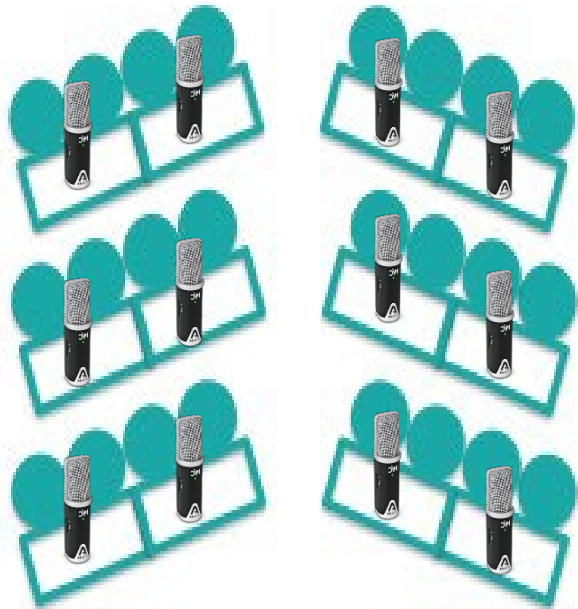
- For a wide and long table, multiple microphones must be used on all sides of the table.



- For herringbone or straight seating arrangements, multiple microphones at each table would be ideal. Equidistant placement is optimal, if possible.

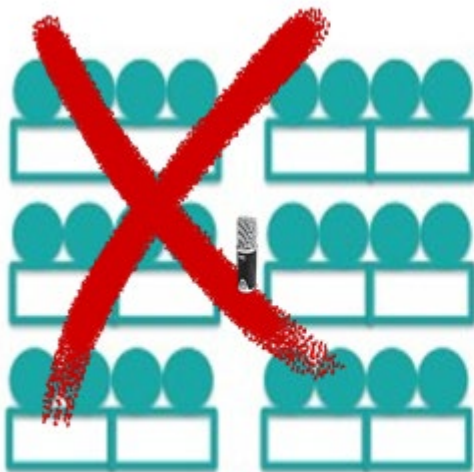


STRAIGHT

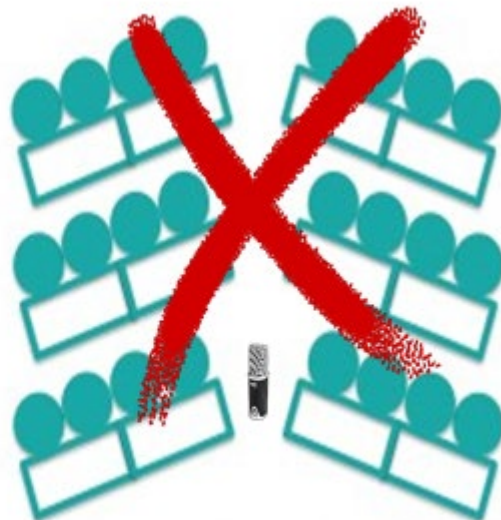


HERRINGBONE

- Some situations are very likely to result in unsatisfactory auditory reception by the Remote CART Captioner.



STRAIGHT



HERRINGBONE

Consumer considerations:

- A consumer should not be inconvenienced by having to use Remote CART.
- ***Any accommodations that significantly alter the environment or proceedings are likely to negatively affect other participants' perceptions of the consumer as the source of these unwelcome changes. This should be avoided.***
- A consumer should not be expected to bring their own equipment or set up their own connection.
- The Remote CART Captioner **MUST** be able to verbally interject comments to clarify and to intervene if multiple speakers are overlapping. This should not be the consumer's responsibility as it will draw unwanted attention to the consumer. **This, too, should be avoided.**