



Commonwealth of Massachusetts
Office of the State Auditor
Suzanne M. Bump

Making government work better

Official Audit Report – Issued January 24, 2017

Office of Court Interpreter Services—Review of Scheduling and Payment of Per Diem Court Interpreters

For the period July 1, 2013 through May 31, 2015





Commonwealth of Massachusetts
Office of the State Auditor
Suzanne M. Bump

Making government work better

January 24, 2017

Ms. Maria Fournier, Director of Support Services
Office of Court Management
Support Services Department
2 Center Plaza, 9th Floor
Boston, MA 02108

Dear Ms. Fournier:

I am pleased to provide this performance audit of the Office of Court Interpreter Services. This report details the audit objectives, scope, methodology, findings, and recommendations for the audit period, July 1, 2013 through May 31, 2015. My audit staff discussed the contents of this report with management of the office, whose comments are reflected in this report.

I would also like to express my appreciation to the Office of Court Interpreter Services for the cooperation and assistance provided to my staff during the audit.

Sincerely,

A handwritten signature in blue ink, appearing to read "SMBump".

Suzanne M. Bump
Auditor of the Commonwealth

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LIST OF ABBREVIATIONS

DHH	deaf or hard of hearing
DSR	daily service record
ISA	Interdepartmental Service Agreement
LEP	limited English proficiency
MCDHH	Massachusetts Commission for the Deaf and Hard of Hearing
MMARS	Massachusetts Management Accounting and Reporting System
OCIS	Office of Court Interpreter Services

EXECUTIVE SUMMARY

In accordance with Chapter 11 of Section 12 of the Massachusetts General Laws, the Office of the State Auditor has conducted a performance audit of certain activities of the Office of Court Interpreter Services (OCIS) for the period July 1, 2013 through May 31, 2015.

In this performance audit, we examined the following: payments made to per diem court interpreters for services reported, scheduling of per diem court interpreters, standards and procedures related to the processes of payment and scheduling, Interdepartmental Service Agreements with the Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH), and the use and payment of per diem court interpreters once they are scheduled (regardless of the time actually spent interpreting).

Below is a summary of our findings and recommendations, with links to each page listed.

Finding 1 Page 7	OCIS paid per diem court interpreters without verifying the completeness, accuracy, and authorization of interpreter-submitted daily service records (DSRs) and without confirming that interpreters were scheduled to interpret on the dates for which they submitted DSRs.
Recommendations Page 9	<ol style="list-style-type: none">1. OCIS should work with the Trial Court's Fiscal Department to amend the OCIS standards and procedures to reflect the restructuring of OCIS and the new responsibilities of the Fiscal Department.2. OCIS should reiterate the standards and procedures and provide training to its staff regarding the completeness and accuracy of DSRs and the confirmation of scheduling in order to verify the payments made for services performed. This should include providing complete, up-to-date assignment schedules to the staff responsible for paying the interpreters.3. OCIS should work with all court locations to confirm who the court liaison and backup delegates are and make the necessary changes to the court-liaison list to ensure that the list is up to date.
Finding 2 Page 11	The process in place to schedule court interpreters did not always result in a schedule that represented actual interpreting taking place in court on a given day.
Recommendations Page 12	<ol style="list-style-type: none">1. OCIS should consider alternatives to the current scheduling process that would account for the high volume of last-minute requests for per diem interpreters.2. OCIS should reiterate to the courts that per diem court interpreters are required to be scheduled in advance through OCIS, not assigned at the court level.
Finding 3 Page 13	OCIS did not sufficiently monitor payments made for court interpreting services provided to people who are deaf or hard of hearing through its arrangement with MCDHH.
Recommendation Page 15	OCIS should require MCDHH to provide the necessary data, and if MCDHH does not do so, OCIS should consider withholding payment or seeking alternative ways to provide interpretation for DHH people.

OVERVIEW OF AUDITED ENTITY

Massachusetts law states that people who have limited English proficiency (LEP) or are deaf or hard of hearing (DHH) have the right to the assistance of a qualified interpreter during legal proceedings. In order to provide these services, Section 7 of Chapter 221C of the Massachusetts General Laws established the Committee for the Administration of Interpreters of the Trial Court, gave the committee the authority to appoint a coordinator of court interpreter services for the Trial Court, and allowed for hiring professional and clerical employees for the Office of Court Interpreter Services (OCIS) as the committee and coordinator deemed it necessary.

On October 30, 2009, the Chief Justice of the Trial Court adopted and approved the standards and procedures of OCIS. The standards and procedures were developed by the committee with the purpose, as stated by the then-Chief Justice, “to provide judges, attorneys, and court personnel with essential information about the utilization of interpreter services in the Massachusetts Trial Court, and to supply interpreters with principles and protocols to follow when interpreting for OCIS.” They charged OCIS with recruiting, screening, training, and certifying and/or qualifying spoken-language interpreters and providing interpreters when asked to assist LEP and DHH¹ individuals during legal proceedings.

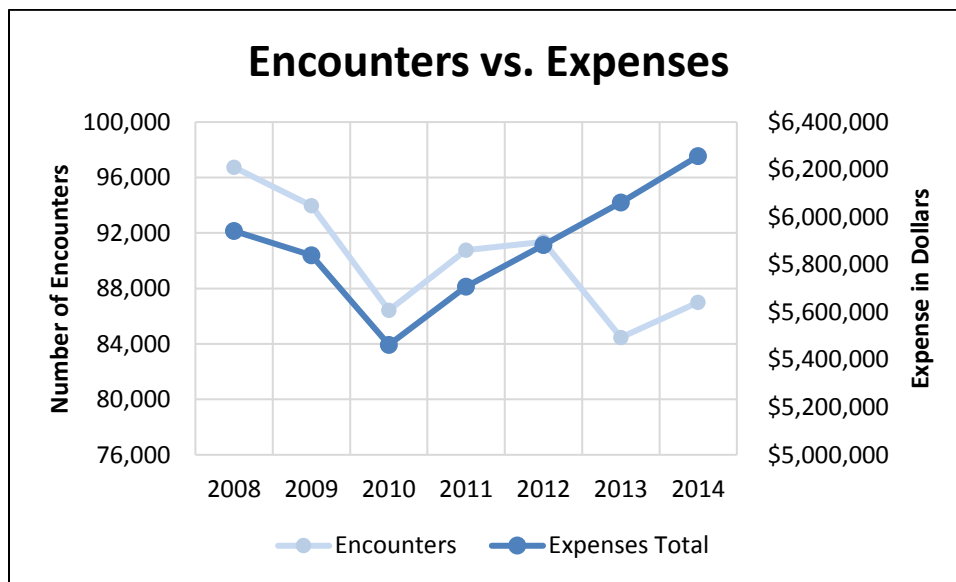
OCIS is one of six offices within the Trial Court’s Support Services Department. The OCIS coordinator provided overall supervision of OCIS until December 2013, when the Trial Court’s director of Support Services assumed overall management of OCIS. Also around that time, the process of paying per diem court interpreters and the OCIS staff responsible for those duties were transferred to the Fiscal Department of the Trial Court under the direction of the manager of Fiscal Affairs.

Each of 150 Trial Court locations has an employee assigned as its court liaison to facilitate linguistic access. The official website of the Massachusetts Judicial Branch states, in part,

As the sole public accrediting authority for spoken language court interpreters in the Commonwealth, OCIS maintains a list of interpreters to facilitate access to the courts for LEP individuals. In addition, OCIS provides general access to interpreter services by making this list public so it can be used by attorneys and other legal or law-related entities that seek assistance in obtaining qualified interpreters.

1. OCIS submits court interpreting service requests for DHH people to the Massachusetts Commission for the Deaf and Hard of Hearing, which in turn provides interpreting services that are paid for by the Trial Court.

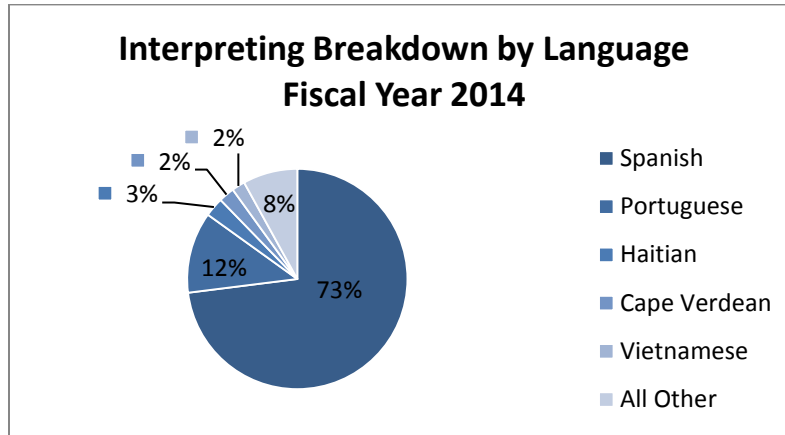
The Trial Court reported approximately 87,000 court encounters (times when interpreting services were provided) for LEP individuals in fiscal year 2014.² Between 2008 and 2012, there was a direct correlation between payments for court interpreting services and the number of reported court encounters each fiscal year. That trend changed in 2013 and 2014, when payments for court interpreting services outpaced court encounters. A reason for the increase was noted in a Trial Court internal audit report covering the period July 1, 2012 through June 30, 2013. The report stated that interpreters who spoke uncommon languages were paid at rates above what OCIS standards permitted, and that OCIS allowed this to happen in order to encourage interpreters to accept the assignments and to ensure that courts had interpreters for those languages. The following chart shows the annual court encounters reported and the associated costs for court interpreting services over seven fiscal years.



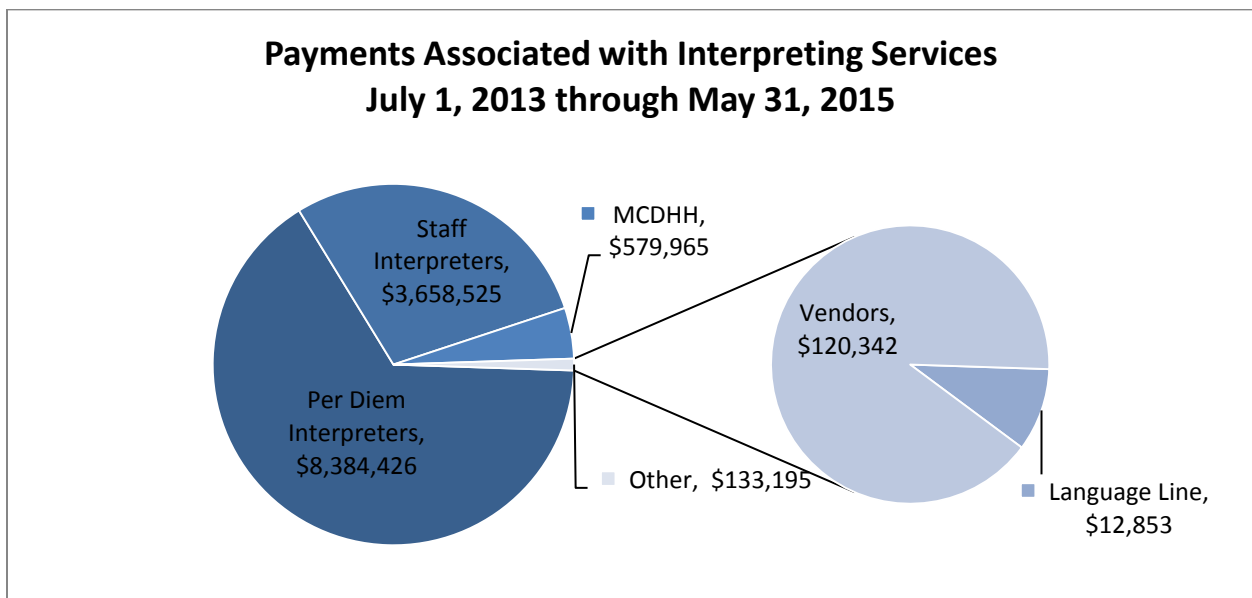
In recent years, payments were not in proportion to court encounters.

Spanish is the most requested interpretation language; it accounted for 73% of court requests for language interpretation in 2014. Portuguese, Haitian, Cape Verdean, and Vietnamese accounted for 19%, and 46 other languages made up 8%. Below is the fiscal year 2014 breakdown by language.

2. These were the most recently available statistics published in the Annual Report of the Massachusetts Court System.



During the audit period, 23 OCIS staff interpreters and approximately 200 per diem interpreters were available to interpret for LEP individuals. When staff or per diem interpreters were unavailable, OCIS (through the Trial Court) contracted with private interpreter agencies that provided interpretation either in person (vendors) or over the phone (using staff, per diem, or third-party interpreters). Personnel from the Massachusetts Commission for the Deaf and Hard of Hearing, as well as per diem interpreters requested through OCIS, provided interpretation for DHH individuals. The breakdown of payments for interpretation during the 23-month audit period is shown below.



\$12,756,111 was spent on interpreting services during the audit period.

AUDIT OBJECTIVES, SCOPE, AND METHODOLOGY

In accordance with Chapter 11 of Section 12 of the Massachusetts General Laws, the Office of the State Auditor has conducted a performance audit of certain activities of the Office of Court Interpreter Services (OCIS) concerning the scheduling and payment of per diem court interpreters for the period July 1, 2013 through May 31, 2015.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Below is a list of our audit objectives, indicating each question we intended our audit to answer; the conclusion we reached regarding each objective; and, if applicable, where each objective is discussed in the audit findings.

Objective	Conclusion
1. Does OCIS ensure that payments made to per diem court interpreters are verified and approved?	No; see Finding 1
2. Does OCIS's schedule of per diem court interpreter assignments accurately reflect all interpreter requests made by court locations?	No; see Finding 2
3. Are per diem court interpreters used efficiently and paid for the services actually rendered?	No; see Other Matters
4. Does OCIS provide adequate oversight over the Interdepartmental Service Agreement (ISA) with the Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH) to provide court interpreting services for people who are deaf or hard of hearing?	No; see Finding 3

To achieve our objectives, we gained an understanding of the internal controls related to scheduling and paying per diem court interpreters. We also reviewed the terms and conditions of the ISAs applicable to our audit period.

In addition, to accomplish our objectives, we performed the following procedures:

- We reviewed OCIS's current standards and procedures (dated 2009) and interviewed key personnel of the Trial Court, OCIS, and MCDHH regarding the scheduling process and the payment procedures.
- We obtained and reviewed expenditure data related to court interpreting services from the Massachusetts Management Accounting and Reporting System (MMARS) to determine the number and amounts of payments to per diem court interpreters during the audit period.
- We observed performance of court interpretation at three Trial Court complexes.
- We randomly selected a nonstatistical sample of 62 out of 5,173 payments to per diem court interpreters to determine whether OCIS ensured that these payments were verified and approved before they were disbursed. Because the sample was nonstatistical, we did not project the results of our samples to the population. We reviewed the daily service records (DSRs) attached to each payment to see that it was complete, mathematically accurate, and authorized. We also interviewed employees who were responsible for payment processing to determine whether they cross-checked the case numbers and interpreting dates on each DSR against the per diem court interpreter assignment schedule before payment.
- To determine whether the OCIS per diem assignment schedule reflected all requests for court interpreters made by court locations, we chose 48 court cases from a selection of DSRs obtained for the above test and confirmed whether the OCIS assignment schedule had a per diem court interpreter listed for each court case on the specified date.
- To determine whether per diem court interpreters were used efficiently and paid for services actually rendered, we verified that the above 62 sampled payments were supported and then created a summary of the accompanying DSRs, which listed time spent interpreting and time spent waiting to interpret.
- To determine whether OCIS provided adequate oversight over the ISA with MCDHH, we obtained and reviewed the ISAs for both fiscal years under audit, noting the approved terms and amounts and any amendments.

Based on our most recent data-reliability assessment of MMARS³ and our current comparison of source documentation with MMARS information, we determined that the information obtained from MMARS for our audit period was sufficiently reliable for the purposes of our audit work.

3. In 2014, the Office of the State Auditor performed a data-reliability assessment of MMARS. As part of this assessment, we tested general information-technology controls for system design and effectiveness. We tested for accessibility of programs and data, as well as system change management policies and procedures for applications, configurations, jobs, and infrastructure.

DETAILED AUDIT FINDINGS WITH AUDITEE'S RESPONSE

1. Payments made to per diem court interpreters were based on incomplete, inaccurate, and unauthorized daily service records.

The Office of Court Interpreter Services (OCIS) paid its per diem court interpreters without ensuring that both interpreters and court liaisons completed the required daily service record (DSR), without confirming that each interpreter was scheduled to interpret on the dates submitted for payment, and/or without OCIS management approving the form. Without ensuring that DSRs are fully and accurately completed and authorized, OCIS cannot ensure that per diem court interpreters are properly compensated.

We randomly selected for review 62 payments, totaling \$80,923, made to per diem court interpreters for interpreting services provided to people with limited English proficiency (LEP). Of the 62 payments sampled, 45 payments (amounting to \$69,396) should not have been paid because the required DSRs were missing, incomplete, inaccurately calculated, and/or not properly authorized. Specifically, 5 payments, totaling \$10,894, were missing DSRs; 24 payments, totaling \$39,789, had incomplete DSRs; 20 payments, totaling \$31,202, had DSRs with inaccuracies such as mathematical errors, references to wrong case number(s), and/or incorrect compensation amounts; and 37 payments, totaling \$63,145, had DSRs that were not authorized by OCIS management.⁴ Additionally, on further review of the DSRs, we saw no evidence of OCIS personnel cross-checking the court cases listed on DSRs to the interpreter assignment schedule. Finally, approximately 80% of DSRs submitted for payment either were not signed as authorized or were signed by someone other than the court liaison or authorized delegate. In fact, in five instances it appeared that the DSR had been signed by someone who was not even a court employee.

Authoritative Guidance

The DSR is a standard form used by all interpreters. The interpreter is required to list on the form his or her credentials (which determine pay rate) and whether the time worked was half a day or a full day (which is verified by the time in/out stamp/log that the court liaison enters on the DSR). The form itself contains 15 sections. The interpreter is responsible for completing 12 sections. In addition to the above information, these sections include his/her name, address, and Social Security number; the case name(s) and docket number(s); the language interpreted; the judge and court location; the service date and

4. A single payment could be supported by up to 29 DSRs, and each DSR could be noncompliant for one or more of the above reasons, so the totals add up to more than the previously mentioned totals of 45 questioned payments and \$69,396.

interpreting time; the compensation amount and mileage/transportation expenses; and the interpreter's signature. The other three sections—time in, time out, and service confirmation—are completed by the court liaison. DSRs are required for each day of service and for each court served, but a single DSR can account for several cases heard on the same day at the same court. Every two weeks, interpreters are required to submit their DSRs to OCIS for final review and approval before the forms are batched for payment.

The 2009 edition of the Standards and Procedures of the Office of Court Interpreter Services requires OCIS to prepare payment vouchers for interpreter-submitted DSRs only after OCIS personnel verify that the DSR is fully completed, mathematically accurate, and cross-checked to the court interpreter assignment schedule. Specifically, Section 10.02(D) of these standards and procedures states, "Once the verification process is satisfactorily completed and approved, the DSR must be signed by the Court Liaison."

If a DSR contains errors, the OCIS standards and procedures require OCIS to correct them before processing the payment voucher. If the DSR is missing information, OCIS is required to return it to the interpreter before processing it further. The standards and procedures also require the manager of OCIS to approve the payment voucher with accompanying DSRs.

Reasons for Noncompliance

In August 2013, there was a change in the management of the department overseeing OCIS. The OCIS manager of Interpreting Services was placed on paid administrative leave, and OCIS was restructured. Afterward, the OCIS standards and procedures were never changed to reflect the restructuring of OCIS or the new responsibilities of the Fiscal Department. As part of the restructuring, the responsibility of approving the payment vouchers and accompanying DSRs was not reassigned within OCIS; rather, the Trial Court's manager of Fiscal Affairs became responsible for these tasks. This change in responsibility did not comply with OCIS standards and procedures, which specifically designate the manager of Interpreting Services as the person responsible for these tasks.

The restructuring also transferred the OCIS personnel who prepared payment vouchers to the Trial Court's Fiscal Department. These employees told us that they were not given access to the assignment schedules created by the OCIS scheduling staff; OCIS management could not provide a reason for this. Also, OCIS scheduling staff told us that the assignment schedules did not reflect the most up-to-date assignments of interpreters because last-minute changes occurred after schedules were prepared. We confirmed this

statement by reviewing the interpreting assignment schedule for certain interpreters at certain court locations to determine whether the interpreting service performed according to the court location's records had been entered on the interpreting assignment schedule. This testing indicated that 42% of interpreting services performed did not appear on the schedule.

OCIS personnel responsible for preparing payment vouchers also indicated that they were aware of the standard requiring them to verify that DSRs were authorized by an assigned court liaison; however, they indicated that they were often unable to do so because the OCIS-published list of court liaisons was out of date (and therefore obsolete). The lists were out of date because the court locations, which were responsible for appointing court liaisons and backups, had not notified OCIS of personnel changes. Our review of the most recent list of court liaisons, dated March 15, 2013, noted that at 62 of 150 court locations, the court liaison, the backup, or both were no longer employees, or there was no liaison or backup listed.

OCIS personnel also knew of the requirement for DSR completeness, but felt that the DSRs submitted contained enough information for them to process the payment voucher and not delay interpreters' compensation. OCIS personnel also explained that DSRs might have become detached or misplaced when payment vouchers were filed, causing payment amounts to be greater than the sums of the attached DSRs. OCIS could not provide an explanation for payment of DSRs that were incorrect because of mathematical errors, incorrect court docket numbers, or incorrect daily rates, except that it was probably due to oversight by OCIS personnel.

Recommendations

1. OCIS should work with the Trial Court's Fiscal Department to amend the OCIS standards and procedures to reflect the restructuring of OCIS and the new responsibilities of the Fiscal Department.
2. OCIS should reiterate the standards and procedures and provide training to its staff regarding the completeness and accuracy of DSRs and the confirmation of scheduling in order to verify the payments made for services performed. This should include providing complete, up-to-date assignment schedules to the staff responsible for paying the interpreters.
3. OCIS should work with all court locations to confirm who the court liaison and delegated backups are and make the necessary changes to the court-liaison list to ensure that the list is up to date.

Auditee's Response

OCIS's director of Support Services provided the following response:

[The Standards and Procedures of the Office of Court Interpreter Services] require verification by Court Liaison, not OCIS. See page 6, section 3:05. See also section 8(A) which allows the interpreter to provide services for "other court personnel" and for proceedings which have not been requested through OCIS, nor do the Standards require that this information later [be] provided to OCIS. . . .

Court Liaison[s] provided verification pursuant to . . . section 3:05 [of the standards and procedures]. . . .

The Trial Court reconvened the Committee for the Administration of Interpreters and a revision [to the 2009 version of the standards and procedures] is currently underway. . . .

The Standards require verification by the Court Liaisons and also allow for assignment of the interpreter to cases which have not been requested through OCIS.

Auditor's Reply

We believe that the Trial Court's decision to reconvene the committee was responsive to our concerns, and we reiterate the standards and procedures should be revised to account for process changes due to OCIS restructuring and added Fiscal Department responsibilities.

Our report acknowledges that the court liaison is required to verify DSRs. The standards and procedures also require multiple levels of review and authorization, including OCIS's final approval before payment. Specifically, they require OCIS to prepare payment vouchers for interpreter-submitted DSRs only after OCIS personnel verify that the DSR is fully completed, mathematically accurate, and cross-checked to court interpreter assignments. Despite this requirement, approximately 80% of the DSRs we reviewed either were not verified by a court liaison or were verified by an unauthorized person. Without doing its part of the DSR review and authorization or even confirming that interpreters were scheduled to interpret, OCIS cannot provide sufficient support to substantiate that payments were reasonable and necessary.

We also acknowledge that the standards and procedures allow for assignment of an interpreter in emergencies: "In emergency situations where written requests are not possible, OCIS will provide court interpreters and will be responsible for compensating court interpreters." However, this requirement only addresses assignment of interpreters without written requests; it does not obviate the need for documentation that services were provided before interpreters are paid. OCIS is still responsible for

ensuring that payments to interpreters are processed in accordance with the standards and procedures and properly documented.

Finally, we reiterate our recommendation that OCIS work with all court locations to confirm who the court liaison and delegated backups are and make the necessary changes to the court-liaison list to ensure that the list is up to date.

2. The OCIS assignment schedule for per diem court interpreters was not kept up to date and accurate.

The process in place to schedule requests for court interpreters did not always result in a schedule that represented actual interpreting taking place in court on a given day. We compared the weekly assignment schedule maintained by OCIS to the actual interpreting services provided (according to billing information for services rendered over 10 weeks⁵ at five court locations). For 20, or 42%, of the 48 instances, when court interpreters provided interpreting services, they were not on the assignment schedule. This indicates that court locations needed interpretation for cases but did not give OCIS enough notice to ensure that the necessary interpretation could be properly scheduled. This lack of scheduling may result in problems with processing payments for interpreters who are not on the schedule, and may result in postponed trials if necessary interpretation cannot be procured for last-minute requests at other court locations because an interpreter appears on the schedule as available but is actually working at a court.

The scheduling process relies on court locations requesting interpreting services through fax, email, or the Trial Court's automated case-management system (MassCourts). These requests are then assembled by OCIS scheduling personnel, who determine the interpreters' availability. OCIS schedules the interpreter assignments and provides the assignment schedule to each court location on Thursday evening for the upcoming week. OCIS's scheduling staff told us that after the weekly assignment schedules are prepared and distributed, court locations typically submit an additional 40 to 60 daily requests for interpreting. These daily requests, which could represent up to 15,000 additional interpreting requests a year (60 per day multiplied by the 250 days court is in session), are not always added to the weekly assignment schedule.

5. The assignment schedules for fiscal year 2014 were for the weeks ended November 14, 2013; January 10, 17, and 24, 2014; February 7, 14, and 21, 2014; and May 2, 14. The assignment schedules for fiscal year 2015 were for the weeks ended January 30, 2015 and March 27, 2015.

Authoritative Guidance

The 2009 edition of the Standards and Procedures of the Office of Court Interpreter Services requires courts to request interpreters from OCIS in advance and requires OCIS to schedule interpreters on the basis of those requests. It also requires that court and OCIS personnel confirm that an interpreter was scheduled before making any payment.

Reasons for Inaccurate Schedule

OCIS personnel informed us that because of the high volume of last-minute requests for interpreters, schedulers need to determine quickly which interpreters might be available to assist, considering the interpreters' locations, and make the appropriate scheduling updates. Schedulers generally contact interpreters by phone, email, or text, which have proven to be the most expedient ways to get court interpreting coverage. However, every day there are 40 to 60 last-minute requests for which interpreters must be assigned, and there are only four schedulers to handle this high volume. This does not always allow for the last-minute requests to be added to the schedule. In addition, OCIS personnel told us that some court locations that require interpreting services rely on court interpreters who are on hand for other court cases rather than requesting a court interpreter using the standard process. OCIS officials also indicated that the scheduling process is cumbersome, requiring too much time for the scheduling staff to make all adjustments to the weekly assignment schedule for last-minute scheduling changes.

Recommendations

1. OCIS should consider alternatives to the current scheduling process that would account for the high volume of last-minute requests for per diem interpreters.
2. OCIS should reiterate to the courts that per diem court interpreters are required to be scheduled in advance through OCIS, not assigned at the court level.

Auditee's Response

OCIS's director of Support Services provided the following response:

The [standards and procedures] . . . allow for assignment of the interpreter to cases which have not been requested through OCIS. . . .

OCIS is in the process of procuring scheduling software.

Auditor’s Reply

We believe that OCIS’s decision to obtain scheduling software was responsive to our concerns. OCIS should take into consideration the issue of software compatibility with the Trial Court’s automated case-management system; integrating the two systems should help account for interpreting requests that court locations are not able to schedule ahead of time through OCIS.

3. OCIS did not sufficiently monitor payments made for court interpreters for people who are deaf or hard of hearing.

OCIS did not properly oversee the court interpreting services provided under its Interdepartmental Service Agreement (ISA) with the Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH). Specifically, OCIS did not ensure that MCDHH provided monthly statistical reports showing the requests for, and use of, interpreters for people who are deaf or hard of hearing (DHH) or the quarterly expenditure reports required under this agreement. As a result, OCIS cannot determine whether all the expenses paid for under this agreement were reasonable and allowable in accordance with the agreement or whether this method of providing services was the most cost effective.

Since fiscal year 2010, OCIS, through the Trial Court, has had an ISA with MCDHH to provide court interpreters for DHH individuals. Under the terms and conditions of this ISA, OCIS contacts MCDHH as needed for these services and agrees to pay MCDHH’s interpreters \$32 to \$75 for each hour of interpreting services depending on the interpreter’s qualifications, certification, and years of experience. Under this ISA, OCIS also pays for MCDHH administrative expenses associated with the delivery of court interpreting services (e.g., printing and office expenses). The total payments made by OCIS to MCDHH during our audit period under this contract are shown below.

Expenditure Category	Fiscal Year 2014	Fiscal Year 2015 (through May 31, 2015)	Total
Office and administrative supplies	\$ 1,688	–	\$ 1,688
Printing expenses and supplies	3,816	–	3,816
Advertising expenses	557	–	557
Temporary use of space, conferences, and conference incidentals	105	–	105
Credit-card purchases	3,966	–	3,966
Services by freelance interpreters / interpreting agencies	147,467	\$ 140,132	287,599

Expenditure Category	Fiscal Year 2014	Fiscal Year 2015 (through May 31, 2015)	Total
Reimbursement to MCDHH for staff interpretation	139,189	109,587	248,776
Reimbursement for travel and other expenses for people who are paid as freelance interpreters	17,428	16,030	33,458
Total	<u>\$ 314,216</u>	<u>\$ 265,749</u>	<u>\$ 579,965</u>

As with the process for requesting court interpreters for LEP individuals, court locations submit requests to OCIS for DHH individuals who require American Sign Language interpreting. OCIS then contacts MCDHH, which assigns either its staff interpreters or freelance interpreters, depending on availability. Although OCIS paid more than \$579,000 to MCDHH for interpreting and related expenses during our audit period, it did not ensure that MCDHH provided any of the reports required under this agreement. Therefore, OCIS could not properly administer this contract or assess whether it represented an effective and efficient means of providing these services.

It should be noted that according to the state’s accounting records, during fiscal year 2014⁶ a court interpreter for an LEP individual provided by the court cost an average of \$71 per court encounter. A court interpreter provided by MCDHH cost significantly more: an average of \$234 per encounter. Such information would have been available to OCIS in the reports from MCDHH, had they been provided, and is essential for OCIS to ensure that MCDHH is providing services in a cost-effective manner.

Authoritative Guidance

According to Section 6.01(1)(c) of Title 815 of the Code of Massachusetts Regulations, fiscal business arrangements between state agencies must be conducted “using best value and other good business practices.” Since the ISA terms and conditions require MCDHH to provide OCIS with monthly statistical reports showing the requests for, and use of, interpreters, as well as quarterly expenditure reports, best practice in this case would be for OCIS to enforce this requirement, possibly by withholding payment until it is followed, or to seek a different provider for the services MCDHH currently provides.

6. Encounter statistics associated with LEP individuals were taken from the 2014 Annual Report of the Massachusetts Court System. Encounter statistics associated with DHH individuals were taken from an auditor interview of an MCDHH official. Expenditure data were obtained from the Massachusetts Management Accounting and Reporting System. The average cost of each encounter was calculated by dividing expenditure data by encounter statistics.

Reasons for Noncompliance

An OCIS official told us that OCIS had repeatedly requested the required monthly statistical reports from MCDHH but had not received any since the ISA began.

Recommendation

OCIS should require MCDHH to provide the necessary data, and if MCDHH does not do so, OCIS should consider withholding payment or seeking alternative ways to provide interpretation for DHH people.

Auditee's Response

OCIS's director of Support Services provided the following response:

[The Office of the State Auditor] was informed of the multiple attempts by OCIS to obtain records from MCDHH. As a result of MCDHH's inability to produce those reports, the Trial Court did not [renew its] ISA with the MCDHH. . . . and the Trial Court has been processing the MCDHH DSRs.

OTHER MATTERS

The Office of Court Interpreter Services pays per diem court interpreters for a high amount of time they spent waiting at court locations to interpret.

According to Section 7.05 of the 2009 edition of the Standards and Procedures of the Office of Court Interpreter Services (OCIS),

If, in anticipation of a case being called, a court interpreter scheduled by OCIS is required to wait for the case to commence or to continue, and the court interpreter is available at the court facility, such waiting time shall be compensated as time actually engaged in a legal proceeding.

These standards and procedures also require OCIS to pay per diem interpreters in increments of either half days (four hours) or full days.

Although payments for time not spent actually providing interpreting services are allowed by OCIS, our analysis showed that current OCIS payment policies may result in courts paying for a very high amount of time when they are not receiving any interpreting services. We reviewed a nonstatistical sample of 45 payments, totaling \$53,631, made to per diem court interpreters during our audit period. Our review of these payments indicated that of the 822 hours billed, interpreters were paid for 441 hours interpreting and 381 hours (46% of the total time) waiting to interpret. As a result, the Commonwealth paid approximately \$25,435 to interpreters when no interpreting services were actually provided. In one instance, on March 2, 2015, an interpreter at the Barnstable District Court was paid \$200 for half a day but was only present at the court for 1.5 hours, of which 1.25 hours were spent waiting to interpret. Effectively, the Commonwealth paid a rate of \$800 per hour for the time the interpreter spent actually providing interpreting services.

Other professionals involved in the court system such as public counsel are paid for wait time, but the amount of wait time they can be paid for is capped. We do not dispute that it is reasonable to pay court interpreters for wait time. However, in the opinion of the Office of the State Auditor, OCIS may want to revisit its payment policies for per diem court interpreters and consider modifying these policies to limit the amount of time per diem court interpreters can be paid when they are not actually interpreting, which is currently at a rate of half a day or a full day, regardless of the time spent interpreting.