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# **MCD10 User Guide**

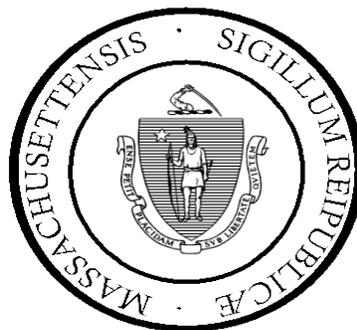
## **RFR Section #8: Contract Performance and Business Specifications**

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### **The Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH)'s Contract for Sign Language Interpreters for the Deaf and Hard of Hearing:**

**For Contractors, Requestors, Payers, Consumers,  
and All Other Entities Using MCD10**

Limited User Contract Covering the July 1, 2025 to June 30, 2034 Contract Period  
Contract Initial Term July 1, 2025 to June 30, 2028 with Two Three-Year Options to Renew



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

## **January 2026 Version**

**Please check [COMMBUYS](#) for updates to this document  
as well as important supporting information and forms.**

**This document is incorporated into Contract MCD10 for  
Sign Language Interpreters for the Deaf and Hard of Hearing  
and should be referred to by anyone using that contract in any capacity.**

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## Letter From the Commissioner, 2025

### ASL: Letter from the Commissioner, 2025

Dear Stakeholders,

As we commemorate nearly four decades of advancing equal access and opportunities for Deaf and Hard of Hearing individuals in the Bay State, I want to reaffirm MCDHH's commitment to innovative and inclusive practices. Our Interpreter/CART Referral Service has been a cornerstone of our effort to bridge communication gaps in various sectors, including human services, healthcare, education, and employment.

In response to the increasing need for interpreter services and the evolving industry trends, MCDHH has introduced some changes to the MCD10 User Guide. These changes were made after a lengthy process, including feedback from stakeholders, and were in line with industry best practices, prioritizing accessibility, efficiency, and quality. Cat Dvar, Director of Communication Access Services, will provide a synopsis of these changes in her letter on the next page. We firmly believe that these changes will ensure our services remain responsive to the changing needs of our constituents and will continue to position Massachusetts as the pre-eminent state in the nation in the realization of accessibility.

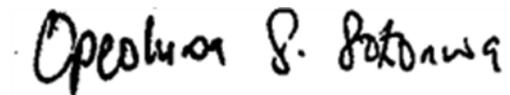
MCDHH recognizes the critical role of interpreters in facilitating accessible communication. To this end, we have implemented a wide range of service requirement components to the MCD10 contract process to optimize interpreter utilization and reduce access barriers. This strategic initiative will enable us to leverage our resources better, enhance service delivery, and promote greater inclusivity.

The MCD10 User Guide has been redesigned, focusing on user-friendliness, clarity, and transparency. As part of this redesign, we have removed the rate chart. This decision was made to simplify the contracting process, reduce potential misunderstandings, and allow for more efficient and effective partnerships. We believe this change will foster a more collaborative and transparent relationship with our partners.

As we move forward, MCDHH remains dedicated to exploring innovative solutions, embracing technological advancements, and fostering collaborative relationships with stakeholders. Our commitment to accessible communication is unwavering, and we are confident that this enhanced contract will play a vital role in promoting equal access and opportunities for Deaf and Hard of Hearing individuals.

Thank you for your partnership and unwavering commitment to communication access. Together, we are not just working towards but actively creating a more inclusive and accessible environment. Your role in this mission is crucial, integral, and deeply appreciated. We look forward to your continued support.

Most sincerely,

A handwritten signature in black ink that reads "Opeoluwa S. Sotonwa". The signature is written in a cursive, slightly slanted style.

Dr. Opeoluwa Sotonwa  
Commissioner  
The Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH)

# Welcome From the Director, 2025

## ASL: Welcome From the Director, 2025

Hello Freelance Interpreters, Requestors, Referral, Consumers, and welcome to MCD10.

I hope the last several years since the onset of the COVID-19 pandemic have treated you well and that you have found ways to thrive despite the adversity.

Even as we have found ways to move on since 2020 and have regained much of what we once considered “normalcy,” we must also acknowledge a new normal, where remote work dominates our field. This means interpreters are no longer available as they once were for on-site assignments, and we have to think creatively about service delivery.

We continue to ask 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 help us increase both the numbers of interpreters we have on our contract and the diversity of those numbers. We are actively engaging in workforce development through our Workforce Development Program and Initiatives. We hope you continue to partner with us in the creation of a robust communication access provider pipeline that addresses every step along the way of the pipeline, from first exposure to interpreting and CART provision to assignment satisfaction in the field ten to twelve years on. ***The intent is to create a stable workforce increased in both numbers and diversity, reflective of the communities it serves.***

Here are some of the initiatives we’re working on:

- We are redesigning the MCDHH Statewide Interpreter Screenings, to ensure diversity, equity, and inclusion in every aspect of the Screening process, from offering the Screening online to reach historically underserved communities, to diversifying and increasing our evaluator pool, to creating a Screening Evaluation System that truly reflects the diverse communities we serve.
- By the time you read this, we will have completed our second Sign Language Interpreter Mentorship Pilot Program and will be applying what we’ve learned from the first 2 pilots to establish an expanded and permanent program. We hope this will be a major foundational support in the creation of a bridge from interpreter education (in all its forms) to the world of professional interpreting work.
- Our Workforce Development Coordinator is working hard on robust outreach and recruitment efforts targeting both novice and seasoned Sign Language interpreters and CART captioners, with the goal of increasing both numbers and diversity amongst those provider pools.

- We are revamping our Communication Access Services (CAS) Division web pages, increasing accessibility, flow of information, and transparency between MCDHH, all of you, and the diverse consumer communities we serve.
- We hope to update the Interpreter's Photo Guide with current photographs and post that on our website, in response to a comment we received at the MCD10 Public Hearing and during our FY24 Listening Sessions, so stakeholders have an up-to-date visual guide to interpreters.
- We continue with our Interpreter/CART Referral Modernization efforts.

We have worked hard to streamline the **MCD10 RFR / Contract and Procedures Guide**. The Table of Contents can direct you where you need to go for important policies and guidance.

I do want to take this opportunity to remind you that as freelance interpreters you are independent contractors, free to work whatever hours you wish: day or night, weekends, holidays, many hours or not at all. MCDHH cannot offer rate differentials based on when you choose to work.

Interpreter Contract MCD10 covers nine years (a three-year initial term and two three-year options to renew), taking us from July 1, 2025 to June 30, 2034. We anticipate the following:

- ***A shortage of interpreters will remain constant throughout the period.*** We need your support and collaboration as we advance our Workforce Development Projects and Initiatives to increase the numbers and diversity of our interpreter pool.
- ***Technology and interpreting online through a variety of video platforms is here to stay.*** MCDHH will need to be more aggressive in developing, promoting, and even assisting in enforcing standards for remote interpreting.

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](mailto:cat.b.dvar@mass.gov). Through our Workforce Development Programs, 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

Director of Communication Access Services

The Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH)

# Definitions

## Administration in ASL

“Administration” means the Executive Branch

## Agency in ASL

“Agency” or “the Agency” means the Massachusetts Commission for the Deaf and Hard of Hearing.

A Commonwealth agency or other eligible entity that has taken advantage of the opportunity to join the Interpreter Services contract. All Executive Branch agencies are automatically participants in the MCD10 Contract. Commonwealth agencies outside the Executive Branch may join by written request and thereby take advantage of all of its provisions, terms and conditions. Commonwealth agencies that have NOT joined MCD10 must still use MCDHH’s Interpreter/CART Referral Services to place requests for communication access, but must negotiate terms and conditions, including rates, with interpreters who accept their assignments.

## ASL in ASL

American Sign Language.

## ASL/Spoken English Interpreter in ASL

An individual who interprets between American Sign Language (ASL) and spoken English. Although this is primarily what interpreters do, MCDHH expects interpreters to provide translation work from ASL to written English and vice versa from time to time, as well.

## Base Rate in ASL

The hourly rate an individual interpreter is eligible for based on type of interpreting credential/s they possess coupled with years of experience, prior to adding differential pay for specialties like court/legal or DeafBlind interpreting.

## BEI (Board for Evaluation of Interpreters) in ASL

The Office of Deaf and Hard of Hearing Services (DHHS) Board for Evaluation of Interpreters (BEI) runs a certification program that is responsible for testing and certifying the skill level of individuals seeking to become certified interpreters in Texas. MCDHH accepts BEI certification due to its national recognition.

## Billable Time in ASL

The time block that runs from the start to the end of the booked assignment plus any time added, such as if the assignment runs beyond the booked time or if the requestor asks the interpreters to appear more than 15 minutes early. Interpreters are entitled to bill an appearance fee equal to 2 hours at their base rate (see above) for any assignments up to 2

hours in length. For assignments that run beyond the booked time, interpreters will bill in quarter hour increments.

### **Billing Increment in ASL**

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

### **Business Days in ASL**

Commonwealth of Massachusetts business days; generally, weekdays from 8:45 a.m. to 5:00 p.m. except for holidays as noted on the [State Holidays List](#) managed by Secretary of the Commonwealth of Massachusetts.

### **Cancellation Policy in ASL**

The MCDHH policy that delineates the period before an assignment in which a request may be cancelled without penalty. In order not to incur an invoice for interpreter services, requestors must cancel their request/s two full business days prior to the day of the assignment. To cancel, contact MCDHH's front desk no later than 4:30 p.m. at 617-740-1600 (voice) or 617-326-7546 (VP). Cancellations for interpreter requests are NOT accepted via email. Referral accepts cancellations via the online [Cancel My Request](#) form. No faxes accepted.

### **COMMBUYS in ASL**

The Commonwealth's fully automated procurement system mandatory for Executive Branch agencies and available to many other entities across Massachusetts. Vendors (Sign Language Interpreters) must register (at no cost) as users of [COMMBUYS](#). COMMBUYS is also available to other participants and stakeholders.

### **Consumer in ASL**

Any individual who is receiving communication access services from the MCDHH Interpreter/CART Referral Department.

### **Contractor in ASL**

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

### **CORI/CORI Check in ASL**

Criminal Offender Record Information. In accordance with Executive Branch policy interpreters who are signing new contracts and/or exercising options to renew on existing contracts are required to be CORI checked to ensure they are free of significant criminal justice history. CORI checks are performed outside of MCDHH and, as a result, the time required is beyond MCDHH's control.

### Deaf Interpreter in ASL

A deaf interpreter (DI) is a culturally Deaf person with native fluency in ASL who is also an expert in visual gestural communication (VG). DIs broker communication in situations where an ASL/spoken English interpreter alone cannot.

### DeafBlind in ASL

The New England Consortium on Deafblindness (NEC) defines deafblindness as combined vision and hearing loss, which may challenge a person's ability to communicate, interact with others, access information, and move about safely.

### DeafBlind Differential in ASL

An addition to the interpreter's base hourly rate which is added in situations when the interpreter provides a mode of interpretation for which they are specially trained that ensures communication access for the DeafBlind person. Such communication modes include but are not limited to tactile signing, ProTactile, Haptics, tracking, print on palm, Rochester Method, the Lorm Method, and Tadoma Method.

### Department in ASL

The Massachusetts Commission for the Deaf and Hard of Hearing (MCDHH).

### EFT in ASL

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

### Freelance Customer in ASL

Refer to "Private Entity."

### Interpreter in ASL

Any person Deaf, Child of Deaf Adult (CODA), or hearing who provides interpretation or oral transliteration services who is contracted by MCDHH or other entities. When doing assignments referred by MCDHH, the interpreter is an independent contractor and must be certified by RID (definition below), NAD (definition below), or BEI (definition above) or be MCDHH Approved. 112 CMR 3.00 defines "interpreters" as individuals. This means that agencies and businesses cannot participate in Contract as vendors or contractors.

### Interpreter/CART Referral Service in ASL

The statewide work unit of the MCDHH Communication Access Services Division, established under MGL c. 6 § 196, which receives requests for interpreters and CART Captioners and maintains a roster of qualified individuals to whom it refers communication access assignments.

### Interpreter Contract or MCDHH's Interpreter Contract in ASL

A shortened name for "MCDHH's MCD10Contract, Sign Language Interpreters for the Deaf and Hard of Hearing," and used interchangeably with the formal longer name.

### Limited User Contract in ASL

A contract developed by one Department and available for use by one or more eligible entities (such as other state agencies, for example) is a Limited User Contract. Executive Branch Agencies are incorporated as users without further action required, and additional entities may request to participate as users of the contract.

### MCDHH Approved Court/Legal Interpreter in ASL

A freelance or staff interpreter who has met the MCDHH court training and induction requirements, passed the MCDHH Legal Interview, and is deemed qualified by MCDHH to interpret in court and legal proceedings according to MGL c221 § 92A. **Note: Possession of RID SC: L, BEI: Legal or CLIP-R does not automatically qualify an interpreter to join the contract.** The Director of Communication Access Services must determine their qualifications **to provide court/legal interpreting in the Commonwealth.**

### MCDHH Approved Interpreter in ASL

An interpreter who has participated in the MCDHH Interpreter Screening process and has been approved to provide entry-level interpreting services by an independent screening evaluation panel.

### National Association of the Deaf (NAD) in ASL

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

### Office of the State Comptroller or Comptroller's Office (CTR) in ASL

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

### Operational Services Division (OSD) in ASL

The state agency within the Executive Office for Administration and Finance responsible for overseeing all statewide contracts. OSD's responsibilities include establishing terms, conditions, policies, and procedures (terms and conditions) for contracting with agencies of the Commonwealth of Massachusetts. These terms and conditions may be changed during the term of the contract without requiring a contract amendment. OSD also runs COMMBUYS, the Commonwealth's enterprise electronic procurement system, and oversees the various Executive Orders that impact procurement such as the Supplier Diversity Program. Contracting forms, informational guidance, and a wealth of other information can be found on [OSD's website](#). Since MCD10 is not a statewide contract, OSD is not involved in the direct administration of this contract.

### Payer in ASL

The individual or individuals representing the entity that is responsible to pay for the interpreting services for a particular assignment.

### Private Entity in ASL

A non-Commonwealth organization, company, or individual. Private entities may use MCDHH's Interpreter/CART Referral Service to place requests for communication access, but MCD10 Interpreters must negotiate their own contract terms and conditions, including rates, with private entities. Private entities are also referred to as "Freelance Customers." Note that some private entities are eligible to join MCD10 by written request to MCDHH (see section "Use of Contract by Other Commonwealth Agencies and Entities").

### Prompt Payment Discount (PPD) in ASL

A discount the interpreter can offer to the agency in exchange for earlier payment of submitted invoices. Examples include the interpreter offering a 2% discount on their total bill if the agency pays it within 10 days of receipt (2%/10) and a 1% discount for invoices paid within 20 days of receipt (1%/20). The interpreter indicates participation in the Prompt Payment Discount program on the Standard Contract/Standard Contract Amendment form by checking the desired PPD percentage. The PPD is then automatically applied to all of the interpreter's MCD10 invoices. As an example, consider a \$100 invoice. An interpreter offering a 2% discount for invoices paid in 10 days will receive \$98 but will be paid in ten days rather than 45. An interpreter offering a 1% discount for invoices paid within 20 days will receive \$99 and get payment in 20 days rather than 45.

### Referral in ASL

Where the term "referral" means the act of doing interpreter and CART referral and "Referral" means the CART/Interpreter Referral Services Department

### Requestor in ASL

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

### Registry Of Interpreters for the Deaf (RID), Inc. in ASL

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

### **Vendor Payment Schedule in ASL**

The period of time between receipt of a vendor's (interpreter'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 offer prompt payment discounts, in which case agencies/departments are expected to issue payments in a shorter period of time in order to take advantage of the discounts. At the time this document is being prepared (December 2024), the Commonwealth's vendor payment period is 45 days.

### **VendorWeb in ASL**

An internet application established and maintained by the Office of the State Comptroller that allows interpreters to view their payment history and planned payments from Executive Branch Commonwealth agencies. The [VendorWeb](#) website 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.

## **Welcome to the MCD10 User Guide**

### **ASL: Welcome to the MCD10 User Guide**

The following section explains the laws and policies that are the foundation for the MCD10 contract and the User Guide.

## Legislative Authority

### ASL: 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](#) mandating a statewide Interpreter/CART Referral Service reads as follows:

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

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

# **Mandatory and Exclusive Use of the MCD10 Contract By Executive Branch Agencies**

## **ASL: Mandatory and Exclusive Use of the MCD10 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 and MCD03 (and successor contracts MCD10 [interpreter], MCD08 [CART]). 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 contained in the MCD10 Referral roster.

For the protection of Deaf, Hard of Hearing, and DeafBlind constituents as well as agency personnel and others involved in service delivery, all Executive Branch agencies are to obtain ASL interpreter and CART services exclusively from the procurement contracts MCD10 (interpreters), MCD08 (CART Services) and any subsequent contracts for these services administered by MCDHH.

As the successor contract to MCD06, MCD10 is the contract that Executive Branch agencies must exclusively use "to obtain ASL interpreter services."

MCDHH knows that the demand for qualified interpreters continues to exceed the supply, so we suggest the following:

1. Agencies and Requestors should place requests at least 2 weeks in advance when possible.
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. A discussion in advance with the Director of Communication Access Services can be helpful in planning a communication access strategy most likely to yield filled requests.
3. Finally, some communication situations might appropriately use MCDHH's **Contract MCD05: Video Remote Interpreting Services**. Agencies interested in learning more about this Limited User Contract should contact Jane Sokol Shulman at [jane.sokol.shulman@mass.gov](mailto:jane.sokol.shulman@mass.gov).

For a list of Executive Branch Agencies and information on how Commonwealth and private entities can participate in MCD10, please refer to the [Appendix](#).

## Compensation Rates

### ASL: Compensation Rates

The Massachusetts Commission for the Deaf and Hard of Hearing is charged with establishing rates for interpreter services in 112 CMR 3.00:

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

Rates are established at the beginning of the MCD10 contract term and will remain in effect for the duration of the contract or renewal period. MCD10 stakeholders (Interpreters, Consumers, Requestors, Payers, and/or “representatives of organizations, associations, and service providers of or working with Deaf, Hard of Hearing, DeafBlind, and Late-Deafened persons in the Commonwealth” as noted above) may petition MCDHH’s Commissioner, 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 and justification for the suggested rate modification. The MCDHH Commissioner shall review the petition and, if accepted, will convene a Public Hearing to elicit comment from stakeholders.

### **MCD10 Interpreter Compensation Rates Are Separate From This Document.**

The MCD10 Interpreter Compensation Rates go into effect at the beginning of the contract and stay in effect for the full contract term unless they are updated. If rates are changed during the term of a contract (or during a renewal period) the new rates can begin on the date determined by the Commissioner of MCDHH without requiring the execution of contract amendments for each MCD10 contract participant.

The MCD10 rate schedule may be found on the "Attachments" section of the MCD10 contract on the [COMMBUYS website](#). These rates apply to all assignments placed by MCD10 agencies. ***These rates do not apply to Commonwealth agencies not participating in the MCD10 contract or to private entities. Interpreters must negotiate standard rates and rate-related policies directly with the paying entities for these assignments.***

MCDHH shall revise and update interpreter rates from time to time as necessary.

The rate structure has two components:

- a **base rate**, which depends on the interpreter's credential status and years holding those credentials, and
- **specialization differentials.**

**Years Credentialed:** MCDHH recognizes that interpreter skill level increases with long-term membership in RID or NAD and concomitant continuing education. Therefore, the MCD10 rate structure contains a system of rewarding years of certification with raises in the interpreter's compensation rate. This built-in raise occurs automatically every five years on the anniversary date of the interpreter's certification. *Interpreters should notify Referral if their rate increase does not happen automatically.*

The rate increase is based on the number of years of **continuous** certification. Any years where certification has lapsed will not be included in the calculation. An interpreter believing that they should have the lapsed years counted towards rate computation purposes may contact Cat Dvar, Director of Communication Access Services at [cat.b.dvar@mass.gov](mailto:cat.b.dvar@mass.gov). The Director's determination will be final.

## Centralized Billing

### ASL: Centralized Billing

In July 2022, the Executive Office of Health and Human Services (EOHHS) established Centralized Billing for all agencies falling under the EOHHS umbrella. The purpose is to have one central point of billing and payment for communication access service providers.

The current list of agencies under EOHHS can be found at [Executive Office of Health and Human Services | Mass.gov](#) and in the [Appendix](#).

#### **For Interpreters:**

For all assignments under EOHHS billing, the invoice is sent to MCDHH for payment to [MCDHHAP@mass.gov](mailto:MCDHHAP@mass.gov). Each service date must be submitted on a separate invoice, even if it is an ongoing assignment. The invoice must also include the Request ID and a brief description of the assignment/agency. All invoices must have a Request ID to be paid by Centralized Billing. **Invoices should be submitted within two weeks of the assignment.**

**It is important to note that if you were directly booked by the agency, and not through Referral, the invoice is not billable through Centralized Billing. It must be sent to the agency.**

# Structure and Function of the Interpreter Contract

## ASL: Structure and Function of the Interpreter Contract

MCDHH establishes and maintains a Contract for Sign Language Interpreters for the Deaf and Hard of Hearing, informally known as the “Interpreter Contract.” Interpreters may join the Contract at any time on a rolling basis.

MCDHH is the lead agency charged with developing this Contract on behalf of a number of Commonwealth agencies. Any Commonwealth agency may use this contract simply by making a request to do so with the Contract Manager, Jane Sokol Shulman, at MCDHH. Email requests to [MCDHHContract@mass.gov](mailto:MCDHHContract@mass.gov).

*All Executive Branch agencies are automatically enrolled in MCD10.*

The functions of the Interpreter Contract are as follows:

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

Cost of the Referral Service itself:

- Free.

Requirement for Interpreter Use of the Referral Service:

- The interpreter must complete and submit all required paperwork; and
- If new to the Interpreter Contract, the interpreter must complete a Referral Orientation.
- \*\*Please refer to the Appendix for a list of [What is Included in the MCD10 Contract](#).

MCDHH requires that all interpreters on its roster hold certifications from the national Registry of Interpreters for the Deaf (RID, Inc.), the National Association of the Deaf (NAD), the Texas Board for Evaluation of Interpreters (BEI), or be MCDHH Approved.<sup>1</sup> All Interpreters are required to adhere to the strict Code of Professional Conduct established by NAD and RID: [NAD-RID Code of Professional Conduct](#).

### **For Interpreters:**

Certified interpreters who wish to join MCDHH's interpreter contract should contact Lori Novak at [lori.novak@mass.gov](mailto:lori.novak@mass.gov) to receive the link to the MCD10 Interpreter Contract application.

Interpreters who are newly entering the interpreting field or who have moved to Massachusetts from other states and who are not nationally certified should contact the MCDHH Screening and Evaluation Coordinator at [MCDHHScreening@mass.gov](mailto:MCDHHScreening@mass.gov) to apply to take the MCDHH Screening.

For more information about taking the MCDHH Screening please review the [MCDHH Screening](#) section in the Appendix.

**All interpreters wishing to join the MCD10 contract must first register on COMMBUYS.**

**Please review the Appendix for guidance on [how to register on COMMBUYS](#).**

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<sup>1</sup> Throughout this document, the term "**certified or screened**" will be used to mean qualified by any of the MCDHH-accepted certifying bodies or MCDHH-approved.

## **Guidance on Conflict-of-Interest Law for Interpreters Who Are Employed By State Agencies and Also Accept Freelance Work**

### **ASL: Guidance of Conflict-of-Interest Law for Interpreters Who Are Employed By State Agencies and Also Accept Freelance Work**

MCDHH maintains and coordinates a statewide interpreter referral service for use by public and private agencies and individuals. MCDHH has a statewide contract for American Sign Language interpreters for the Deaf and Hard of Hearing (hereinafter “interpreters”) known as the MCD10 Contract. The terms of the MCD10 contract cover MCDHH’s referral services and the services provided by the freelance interpreters. Any state employee who provides freelance interpreter services through the MCDHH referral service does so under the MCD10 contract. Generally, MCDHH pays the freelance interpreter for their services, but a state agency may on occasion pay the interpreter directly.

Section 7 of the conflict-of-interest law, M.G.L. 268A, with certain exceptions, prohibits a state employee from having a direct or indirect financial interest in a contract made by a state agency. A § 7 issue arises if a state employee provides freelance services through the MCD10 contract. Section 196 of Chapter 6 addresses this issue as follows:

Notwithstanding the provisions of section 7 of chapter 268A, a state employee who is approved by the Commission for the Deaf and Hard of Hearing as an interpreter may be employed by the Commission or by other state agencies as long as the interpreter services will be provided outside of the normal working hours of the employee, the services are not required as part of the regular duties of the employee, the employee does not participate in or have official responsibility for the financial management of the contracting agency, the employee is compensated for no more than four hours in any day in which the employee is otherwise compensated by the Commonwealth, and the head of the contracting agency files with the state ethics commission a written certification that there is a critical need for the services of the employee.

If a state employee works as a freelance interpreter under the MCD10 contract and:

1. Provides the services outside of their normal working hours;

2. The services are not required as part of their regular duties;
3. They don't participate or have official responsibility for the financial management of MCDHH or the state agency for whom they provide the freelance services;
4. Are compensated as a freelance interpreter for no more than 4 hours in any day in which they are otherwise compensated by the state; and
5. The Commissioner of MCDHH files with the State Ethics Commission ("Commission") a written certification that there is a critical need for the services of the freelance interpreter, then the § 7 issue for the state employee would be addressed and the state employee would not need to file a disclosure.

If the state employee works as a freelance interpreter under the MCD10 contract **for more than 4 hours in any day in which they are otherwise compensated by the state**, they may meet the requirements for an exemption to § 7 under § 7(b) or 930 CMR 6.07 but should contact the attorney of the day at the State Ethics Commission at 617-371-9500 for individual advice.

*For an interpreter who is employed by a state agency, there is no 4 hour daily cap to work as a freelance interpreter for another state agency on days when they are not compensated by their state agency. For example, an interpreter may be employed as a part-time employee for a state agency on Monday and Tuesday. On those days, they may not work more than 4 additional hours for another state entity. However, for the other days of the week, they may accept work for other state entities without any such cap.*

## Supplier Diversity Program Plan Requirement

### ASL: Supplier Diversity Program Plan Requirement

#### **For Interpreters:**

MCD10 interpreters are exempt from the Supplier Diversity Program Plan requirement. Please review the [official waiver](#) in the Appendix.

## Interpreter Insurance Coverage

### ASL: Interpreter Insurance Coverage

#### **For Interpreters and Requestors:**

Please find [interpreter insurance coverage information](#) in the Appendix.

## **Court and Legal Interpreters Must Be MCDHH Qualified and Approved**

### **ASL: Court and Legal Interpreters Must Be MCDHH Qualified and Approved**

Massachusetts General Law (MGL Chapter 221 § 92A) requires the Massachusetts Commission for the Deaf and Hard of Hearing to “coordinate all requests for qualified interpreters...” for court and legal proceedings and assignments (taken from MGL Chapter 221: Section 92A, paragraph beginning “Qualified Interpreter”). For this reason, MCDHH determines whether or not an interpreter is “qualified.”

It is important to note that MCDHH interprets MGL Chapter 221 § 92A to mean that MCDHH is required to do the referral of qualified interpreters for ALL assignments it deems to be legal.

#### **For Interpreters:**

MCDHH requires interpreters possess the following credentials, training and/or experience to determine if an interpreter is qualified to be considered for court/legal assignments:

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

# Court Interpreter Guidelines

## ASL: Court Interpreter Guidelines

MCDHH expects all court interpreters to adhere to the National Best Practice Standards for Court Interpreters (Standards) as promulgated by the National Consortium of Interpreter Education Centers (NCIEC), found in full at [NCIEC Best Practice Standards](#).

In particular, interpreters must adhere to:

- Section F: Best Practices for Staffing Legal Assignments p. 24
  - Best Practice F12: Distinct and Specialized Roles for Legal Interpreters in Court p. 24
    - 12.1 Distinct and Specialized Functions of Legal Interpreters in Court
    - 12.2 Proceedings Interpreter (PI) – Officer of the Court
    - 12.3 Table Interpreter (TI)
    - 12.4 Monitoring Interpretations

Non-compliance with these Standards will subject the interpreter to progressive sanctions.

## The MCDHH Interpreter/CART Referral Service (Referral)

### ASL: The MCDHH Interpreter/CART Referral Service (Referral)

One of the most important functions of MCDHH is the statewide Interpreter and CART Referral Service (Referral). MCDHH provides referral services to meet the diverse communication needs of Deaf, Oral Deaf, Late-Deafened, DeafBlind, and Hard of Hearing people in a variety of settings including but not limited to medical, mental health, and legal. Although MCDHH employs staff interpreters and a CART captioner, the majority of requests are filled by freelance interpreters and CART captioners on contract.

Requestors (person or entities who are paying for the service), Consumers (the people requiring communication access services), and/or Interpreters/CART captioners (the providers of communication access services) can all use Referral, which is available during regular Commonwealth business hours: Monday - Friday 8:45 am to 5:00 pm (except holidays). Requests for communication access services must come from the agency/entity (e.g. the court, private doctor, individual, or agency) responsible for **paying** for the service.

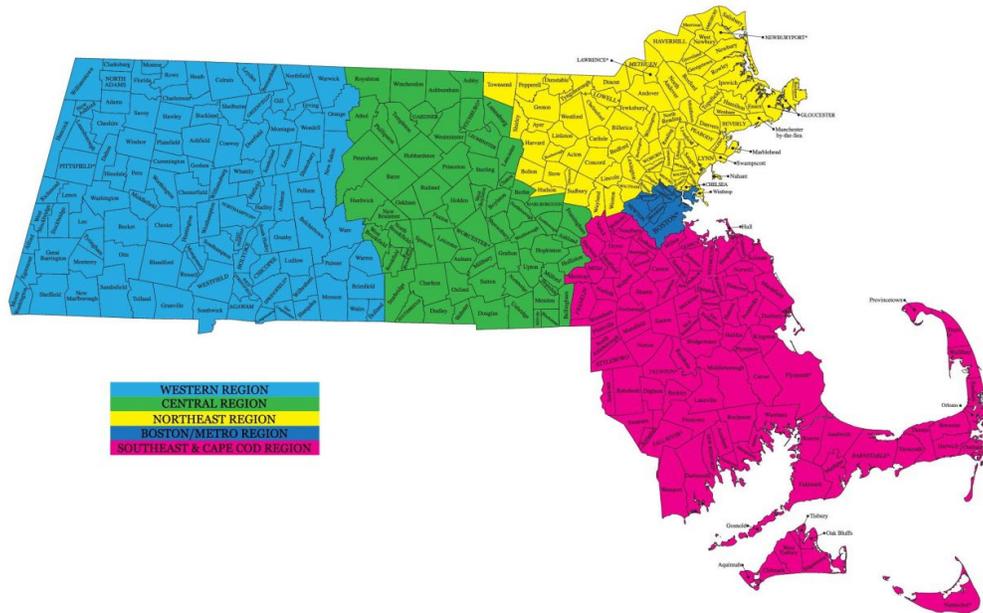
## Referral Staffing

### ASL: Referral Staffing

The Referral Services Supervisor oversees Referral and reports directly to the Director of Communication Access Services.

Communication access requests are divided into both geographical areas of the state and statewide specialties with a Referral Specialist assigned to each area or specialty. Below is the current list of each area and specialty with associated email addresses. Referral Specialists use these email addresses exclusively to communicate with consumers, communication access providers, and requestors:

- Statewide High Profile
- Statewide Press Conference
- Statewide Court and Legal
- Statewide CART
- Statewide Substance Use Disorder (SUD)
- Boston/Metro Region
- Northeast Region
- Southeast Region
  - Including Cape Cod and the Islands
- Central Region
- West Region
- Intake



- Statewide High Profile: [MCDHH.HP@mass.gov](mailto:MCDHH.HP@mass.gov)
- Statewide Press Conference: [MCDHHPressConference@mass.gov](mailto:MCDHHPressConference@mass.gov)
- Statewide Legal/Court: [Legal.Ref@massmail.state.ma.us](mailto:Legal.Ref@massmail.state.ma.us)
- Statewide CART: [CART.Ref@massmail.state.ma.us](mailto:CART.Ref@massmail.state.ma.us)
- Statewide Substance Use Disorder: [SUD.Ref@mass.gov](mailto:SUD.Ref@mass.gov)
- Boston Metro Region: [Boston.Ref@massmail.state.ma.us](mailto:Boston.Ref@massmail.state.ma.us)
- Northeast Region: [Northeast.Ref@massmail.state.ma.us](mailto:Northeast.Ref@massmail.state.ma.us)
- Southeast Region including Cape Cod and the Islands: [Southeast.Ref@massmail.state.ma.us](mailto:Southeast.Ref@massmail.state.ma.us)
- Central Region: [ReferralSpecialistCentral@mass.gov](mailto:ReferralSpecialistCentral@mass.gov)
- West Region: [West.Ref@mass.gov](mailto:West.Ref@mass.gov)
- Statewide Intake: [ReferralIntake@MassMail.State.MA.US](mailto:ReferralIntake@MassMail.State.MA.US)

# Placing Requests and Booking Interpreters

## ASL: Placing Requests and Booking Interpreters

### **For Requestors:**

MCDHH's Referral Staff are experts in what services are required to provide effective communication access. This may mean multiple ASL/spoken English interpreters, ASL/spoken English interpreters and Deaf interpreters, Trilingual interpreters, Court or Legal interpreters, interpreters who have expertise/training in providing services to DeafBlind people, etc. It is also important to have [consistent, ongoing interpreters](#) for certain requests.

Because the MCDHH Referral Service is free to all who use it, there is no profit motive. Referral's only focus is ensuring that the person/people needing communication access services are getting what they need for effective communication. Therefore, Referral may reach out to explain why additional interpreters, specific interpreters or various kinds of interpreters are necessary in a given situation.

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

Please review these important links for more information:

[How to Request Communication Access Providers](#)

[How to Request an ASL Interpreter or CART provider | Mass.gov](#)

[Consistent Interpreters](#)

## When a Deaf Interpreter is Needed

### ASL: When a Deaf Interpreter is Needed

#### **For Requestors and Payers:**

[The National Consortium of Interpreter Education Centers \(NCIEC\) website](#) explains: A Deaf Interpreter is a language specialist who provides interpreting, translation, and communication brokerage services in American Sign Language and other visual and tactual communication forms used by individuals who are Deaf, Hard of Hearing, and DeafBlind. As a Deaf person, the Deaf Interpreter starts with a distinct set of formative linguistic, cultural, and life experiences that enables nuanced comprehension and interaction in a wide range of visual language and communication forms influenced by region, culture, age, literacy, education, class, language deprivation and physical, cognitive, and mental health. These experiences coupled with professional training give the Deaf Interpreter the ability to successfully communicate across all types of interpreted interactions, both routine and high risk. (NCIEC) studies indicate that in many situations, use of a Deaf Interpreter enables a level of linguistic and cultural brokering that is often not possible when ASL/spoken English interpreters work alone.

Deaf Interpreters work in tandem with ASL/spoken English interpreters. The interpreter team conveys the spoken message to the Deaf or DeafBlind consumer in an equivalent form most readily comprehensible to them and conveys the Deaf or DeafBlind consumer's message equivalently into the spoken language.

For best practices please refer to:

[NCIEC's work on Deaf Interpreting Practice](#)

[The National Deaf Center's Best Practices in Access: Deaf Interpreters](#)

## Making a Request for Communication Access Services

### ASL: Making a Request for Communication Access Services

Place a request online using the form on MCDHH's web site, [How to Request an Interpreter or CART Provider](#).

**Place a request by phone.** Contact Referral at 617-740-1600 voice / 617-740-1700 TTY / 617-326-7546 VP for non-emergency requests between 8:45 a.m. and 5:00 p.m. during Commonwealth of Massachusetts business days.

**Once an interpreter is booked, the requestor has a contractual obligation to pay for the services requested, including paying in full for the services if they are not cancelled at least two business days prior to the event. See "MCD10 Cancellation Policy," below.**

Interpreters charge a mandatory appearance fee equal to 2 hours at their hourly rate for any assignment up to 2 hours in length and then bill incrementally after that. This means that whether the assignment is 30 minutes or 2 hours, the fee will be the same. Even if the consumer does not show up to the event, the interpreters will still be paid for their assigned time. They will also charge for mileage, travel time and an on-site hourly fee for on-site assignments.

### For Requestors and Interpreters:

- If an assignment exceeds the time block that was originally booked both state and private requestors should expect to pay for the additional time. Interpreters should notify Referral within five business days of the assignment. For state assignments, if the interpreter does not notify Referral of the change, only the original hours booked will be paid.
- If the interpreter is more than 15 minutes late or does not show up for the assignment, they may not bill for the entire time (or at all if they did not show up) unless they renegotiate the start/completion time with the consumer(s) and/or Requestor.
- MCDHH expects all requestors/payers to pay interpreters timely for interpreting work provided in good faith. If a requestor/payer fails to compensate an interpreter for an assignment and the interpreter has attempted to resolve this matter, Referral will advocate for payment for services rendered after sixty (60) days.

# Types of Requests

## ASL for the Entire Section: Types of Requests

### ASL: Emergency Requests:

#### For Requestors:

- **Place an emergency interpreter request 24 hours a day, 7 days a week via our After-Hours Emergency Referral Service (AHE).** Call 800-249-9949 voice/TTY.
- **Emergency requests that occur during business hours will be handled by Referral. All other emergency requests will be handled by the AHE. Please place requests as far in advance as possible.**

Except for emergency requests, Referral will not accept requests with less than two business days' notice. Freelance interpreters often fill their schedules well in advance. Every attempt will be made to fill requests; however, all requests are subject to the availability of interpreters.

If you must place a last-minute request, less than two business days out from when service is needed, for any urgent **medical, mental health, and/or legal interpreting services, please** contact the MCDHH's Front Desk (617-740-1600 voice or 617-326-7546 (VP) or the Emergency Number at 800-249-9949.

MCDHH will continue looking for interpreters until the end of the third business day prior to the assignment, then will let the Requestor know at that point whether the request is filled or unfilled.

### ASL: Complex Requests:

For certain complex requests, like multiday conferences, press conferences, events that are livestreamed and/or recorded, to name a few, additional steps will be required and as well as additional information. **Please refer to the [Complex Requests Section in the Appendix](#).**

## ASL: Typical Requests:

When placing a request via [How to Request an Interpreter or CART Provider](#), it is crucial that as much of the following information be included in the “nature of the request” box as possible:

1. The nature and format of the meeting (e.g., medical appointment – and what kind, including if it’s a first-time appointment or follow up; platform lecture; staff meeting; mental health appointment – urgent or routine, etc.).
2. Preferred mode of communication of consumer(s) (e.g., ASL, oral communication, signed English, etc.), if known, and also names of non-Deaf (i.e.: hearing) consumers who will be participating in the event if known.
3. **Whether the event will be televised, livestreamed or recorded.**
4. Any specialized vocabulary that will be used during the event. Any available prep materials should be emailed to the Referral Specialist as soon as they are available. The more the interpreter knows ahead of time the more comprehensive (and therefore accessible) the interpretation will be.
5. Preferred interpreters if known; non-preferred interpreters if known.
6. Name and contact information of the event/meeting coordinator/requestor.
7. Any special instructions or requests, including but not limited to:
  - a. Proof of liability and/or malpractice insurance.
    - i. Referral must know if you require that interpreters carry liability and malpractice insurance. Make sure this information is included in your Profile and provide it again when you place an assignment request.
  - b. Proof of vaccination or other immunization.
  - c. Whether interpreters need to become vendors of or complete contractual paperwork with the requesting entity in order to be booked on their assignments.
  - d. Check-in procedures.

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

**ASL: MCD10 Cancellation Policy – PLEASE READ**

In order to avoid having to pay the interpreter's fee, requests must be canceled with 2 full business days' notice. For example, if an event is scheduled anytime on a Thursday, MCDHH must receive the cancellation by 4:30pm on Monday for the requestor to avoid payment. If the event is on a Tuesday and Monday is a holiday, MCDHH must receive the cancellation by Wednesday at 4:30pm to avoid payment.

**Cancellations need to be placed either via the online form at [Cancel My Request](#) or with a live person at MCDHH's front desk at 617-740-1600 (voice) or 617-326-7546 (VP) no later than 4:30 p.m. three days prior to the event to allow for the two full business days' cancellation period. Cancellations cannot be made by e-mail or left on voicemail.**

**ASL: Please Note and Performing Arts and/or Entertainment Requests**

**Please Note:** Placing a request does not guarantee that Referral will be able to fill the request. Service is subject to availability of communication access providers.

**Performing Arts and/or Entertainment Requests**

Due to the nature of performing arts (rehearsal time, translation work, the requirement for a Deaf ASL Consultant, etc.), sports, and entertainment interpretation, Referral does not accept these requests but is happy to distribute a list of interpreters who have self-identified as qualified to do performing arts interpreting to requestors upon request.

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

(THIS SECTION CONTINUED ON THE NEXT PAGE)

## ASL: State Colleges/Universities Classroom Interpreting Requests AND Private Colleges/Universities Classroom Interpreting Requests

### **State Colleges/Universities Classroom Interpreting Requests**

MCDHH accepts entire semester/quarter-long requests from state colleges and universities.

### **Private Colleges/Universities Classroom Interpreting Requests**

Referral does not accept requests from private colleges/universities for classroom interpretation requests.

MCDHH WILL accept interpreter requests for meetings, staff trainings, graduations, campus tours, events, and similar short-term assignments at private colleges and universities.

### ASL: For Interpreters:

**Referral Specialists have complete discretion in booking interpreters for assignments.** They consider multiple factors in assigning interpreters including, but not limited to:

- The consumers', requestors', and team interpreters' preferred and non-preferred interpreters.
- Interpreter's credentials and years of experience.
- Interpreter's identified skill set and preferences for settings/specialties.
- Interpreter's preferred regions.
- Interpreter's availability.
- Whether the interpreter has been doing the particular assignment ongoing or has done it before, so has contextual information vital to the interpretation.
- Whether the interpreter is local or out-of-state.

Referral prioritizes requests according to a variety of factors such as the emergent nature of the request, whether it's been unfilled in the past, whether it's from the Governor's office or other Commonwealth agency, etc.

Referral makes every effort to distribute assignments equitably across the pool of qualified interpreters.

# Interpreter/Requestor Communication

## ASL: Interpreter/Requestor Communication

**Following assignment acceptance**, interpreters **must** contact the requestor as soon as possible **to confirm their rates. This includes negotiating payment in the event of inclement weather or exposure to pathogens with [private requestors](#) and any other cancellation, mileage, travel, parking, late payment interest, etc., policies the interpreter may have.** The interpreter is responsible for obtaining whatever assignment-related information is needed to provide effective communication, including prep materials. Referral will not be able to answer or address all questions or concerns interpreters may have. It is the interpreter's responsibility to follow up with the requestor well ahead of the assignment, as well as to reach out to team interpreters if applicable to prepare for each assignment. **It is also advisable to check in the day before the assignment to confirm that all the assignment details remain unchanged.**

### **INTERPRETERS ARE ADVISED TO DOCUMENT THEIR PRE-ASSIGNMENT COMMUNICATIONS WITH REQUESTORS**

If a billing problem arises later, Referral can only intervene to help interpreters who have followed instructions and can verify that they have completed these steps.

**On the day of the assignment** interpreters are expected to dress and behave professionally, adhering to the NAD-RID Code of Professional Conduct. For more information, please review the [NAD-RID Code of Professional Conduct](#).

For on-site assignments, interpreters should have their MCDHH-issued identification cards available for inspection. For remote assignments, interpreters should be proficient users of the assignments' online platform(s) and have all associated software downloaded, updated if necessary, and ready to go (Zoom, Teams, Google Meet, etc.)

Interpreters should plan to arrive/log in early for assignments to allow sufficient time to prepare to begin working. If an interpreter anticipates that they will be late to an assignment, they should contact their team interpreter, Referral and/or the onsite or remote contact person.

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

## Assignment Cancellations and/or Interpreter Withdrawals

### ASL for the entire section: Assignment Cancellations and/or Interpreter Withdrawals

#### For Interpreters:

#### ASL: If the interpreter must withdraw from an assignment

- In general, if the interpreter cannot go to an assignment, they are responsible for finding their own replacement interpreter (sub). Since consumers often have preferred interpreters, the interpreter must contact the appropriate Referral Specialist to get contact information for appropriate subs. The interpreter must notify the Referral Specialist of the final arrangement. MCDHH will not pay a sub for MCDHH or any Centralized Billing (EOHHS Agency) assignments unless the interpreter has notified the Referral Specialist prior to the assignment and the sub has a valid MCD10 Contract with MCDHH.
- In non-emergent situations, if the interpreter must withdraw from the assignment, the interpreter is responsible for contacting the Requestor and MCDHH to inform them they are no longer available for the assignment, and that they were or were not able to find a sub. ***If no sub is available, the interpreter is expected to complete the assignment if at all possible.***
- If the interpreter cannot go to an assignment due to emergency, the interpreter must contact Referral. The Referral Specialist will attempt to find a sub. If unable to find a sub, Referral will notify the requestor. The interpreter is responsible for contacting the requestor directly when MCDHH is closed (e.g., for a weekend assignment, bad weather delayed opening or closure).

#### For Requestors:

#### ASL: Cancellation/No-Show

If an assignment is cancelled with less than two business days' notice, the interpreter will charge for the time booked, including for any previously negotiated and agreed-upon prep time. Interpreters may not charge Commonwealth requestors for anticipated onsite fee, mileage reimbursement, or travel time when the requestor cancels. However, interpreters may negotiate these charges with private requestors. ***The cancellation interval does not include evenings, weekends and holidays.***

- If while at an assignment, the Consumer or Requestor dismisses an interpreter prior to the time originally booked, the interpreter may bill for the entire time, including eligible onsite fee, mileage, and travel time. This includes when the consumer does not appear for the scheduled event (“no-shows”), regardless of whether they notify the requestor, interpreter(s), or Referral.

## **For Interpreters:**

### **ASL: Consumer “No-Show”**

- In cases where a consumer does not arrive at the scheduled time and place, whether onsite or remote, the interpreter should discuss with the contact person to reach an agreement about the time they will leave/log off.
- **If a consumer fails to appear and does not alert the interpreter or requestor that they are late, the following guidelines are suggested:**
  - **All Day Assignments (NOT In-House, Standby, SUD, or other “On-Call” assignments)** – Wait one hour, then contact MCDHH to inform Referral to see if they can reach the consumer. Evaluate situation; possibly wait another hour (if waiting for specific consumer).
  - **Half-Day Assignments** – Wait one hour; contact Referral to let them know you will be leaving the site.
  - **2-3 Hour Meetings** – Wait 45 minutes; contact Referral to let them know you will be leaving the site.
  - **1-Hour Meetings/Appointments** – Wait 30 minutes and contact Referral to let them know you will be leaving the site and/or defer to the on-site contact’s directive/s (doctor’s offices often dismiss the interpreter after 20 minutes, for example).
- ***For In-House, Standby, SUD, or other On-Call assignments, including General Audience requests where it may not be clear whether there is a consumer in the audience, the interpreter is expected to stay for the entire duration of time booked unless specifically dismissed by the Requestor, Referral, or both.***

## Examples of How the Cancellation Policy is Applied

### ASL for the Entire Section: Examples of How the Cancellation Policy is Applied

#### ASL: Example #1

The assignment is scheduled for 6:00 to 8:00 p.m. Wednesday and is cancelled at noon on Friday. All days of that week are standard working days.

- Friday is a partial business day and does not count towards the cancellation interval. Wednesday is the day of the assignment and likewise does not count.
- Monday and Tuesday are full business days and DO count toward the cancellation policy.
- Payment responsibility: The requestor is **not** responsible for payment and the interpreter will **not** be paid for time booked or any agreed-upon prep time because cancellation was made more than two full business days in advance.

#### ASL: Example #2

The assignment is scheduled for 5:00 to 8:00 p.m. Wednesday and is cancelled by phone message at 6:00 p.m. on Friday. Tuesday is a holiday.

- The call came after the close of business on Friday and does not count toward the cancellation interval. Tuesday is a holiday, not a business day, and does not count toward the cancellation interval. Wednesday is the day of the assignment and does not count toward the cancellation interval.
- Monday is a full business day and DOES count towards the cancellation policy.
- Payment responsibility: The requestor **is** responsible for payment and the interpreter **will** be paid for time booked plus any negotiated and agreed-upon prep time because cancellation was made less than two business days in advance.

#### ASL: Example #3

The assignment is scheduled for 5:00 to 8:00 p.m. on Wednesday and on Tuesday at 9:00 a.m. the requestor contacts Referral to change the timeframe of the assignment to 6:00 to 8:00 p.m.

- The timeframe change is considered a cancellation of the 5:00 to 6:00 p.m. time slot
- The cancellation was made less than 2 business days before the assignment
- Payment responsibility: The requestor is responsible for payment of the whole timeframe, and the interpreter will be paid for the total time booked.

#### **ASL: Example #4**

If the interpreter travels to an assignment and the consumer is a no-show, if the assignment would have been eligible for the on-site fee, billable mileage and travel time, the interpreter may bill for the on-site fee, mileage and travel time since the consumer's non-appearance was beyond the interpreter's control.

However, if an assignment was booked on-site and is cancelled or changed to remote within the same business day, the interpreter may not bill for the on-site fee, travel or mileage.

## **Cancellations Due to Unforeseen Events, Inclement Weather and States of Emergency**

### **ASL for the Entire Section: Cancellations Due to Unforeseen Events, Inclement Weather and States of Emergency**

#### **ASL: Requestors and Interpreters:**

Sometimes events can't go forward as planned and/or the interpreter is not able to provide services due an emergency. Examples include but are not limited to: snowstorms; a major traffic accident, which causes multiple highway closures; a large power outage preventing online access to remote assignments; or personal medical emergencies. The interpreter must communicate with the requestor and/or payer as well as Referral as soon as possible if they are unable to appear, so that alternate services may be arranged if at all possible. State requestors do not have to pay interpreters for assignment cancellation or non-performance due to pre-announced inclement weather, or a state of emergency. To prepare for these possibilities, it is essential that all parties have last-minute contact information for each other. If unforeseen situations arise it is **essential** that the interpreter contact the billing entity and Referral immediately.

**ASL:** To emphasize, interpreters performing assignments for non-MCD10 governmental agencies or private entities should be sure to negotiate payment responsibilities in advance for an emergency resulting in the interpreter's inability to appear or the cancellation of the assignment due to inclement weather and/or states of emergency.

#### **ASL: Publicly Announced Emergencies, up to and Including States of Emergency:**

For serious situations announced in advance through mass and social media, the state requestor has no financial liability and the interpreter should not submit an invoice. Interpreters can negotiate different terms with private requestors.

**ASL: Emergencies and Situations Restricted to the Assignment Site:** For situations affecting the assignment location (campus, building, etc.) that are not statewide emergencies, the standard cancellation policies will apply.

### ASL: 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 assignments with Commonwealth of Massachusetts agencies only*, interpreters should contact the requestor and/or payer as well as Referral as soon as the State of Emergency is announced to learn whether the assignment is cancelled or whether the portion of the assignment scheduled prior to the start of the State of Emergency will be held. If the interpreter has traveled to the assignment *or has begun to travel to the assignment* they can bill for the entirety of the assignment, regardless of when it is cancelled. The interpreter shall bill all mileage and travel time plus the on-site hourly fee that is billable in accordance with the standard policy set forth in this document. *For assignments with private entities* the interpreter should negotiate provision for payment.

**Example:** An interpreter has an MCD10 agency assignment scheduled to run from 10:00 a.m. to 2:30 p.m. She arrives at the site and begins work at 10:00 a.m. At noon the Governor declares a State of Emergency to begin at 12:30 p.m. The assignment concludes at 12:30 p.m.

This interpreter shall bill as follows:

- Mileage and travel time.
- Her regular rate for the time worked AND the entirety of the time booked: full time booked.
- The full on-site hourly fee for the time booked.

## Exposure to Pathogens

### ASL: Exposure to Pathogens

If MCDHH is notified that an interpreter has been exposed to a life-threatening, contagious pathogen (such as *C. diff* or other) and MCDHH must remove the interpreter from all future in-person assignments until such time as they have been medically cleared to resume working in-person, MCDHH will use its best efforts to find substitute interpreters for these assignments and communicate with the requestors on the interpreter's behalf.

**Note To Interpreters:** If you predict that you could be exposed to life-threatening, contagious pathogens in the course of your work doing medical assignments, you should negotiate ahead of time with all the medical facilities you work with regarding income reimbursement for dates MCDHH might have to remove you from in-person assignments due to your exposure. If you have been exposed but are not experiencing symptoms and can work remotely, it is your responsibility to try to obtain remote work (Referral will offer you whatever is available and appropriate) and to mitigate any potential costs to the medical entity where you were exposed. It is your responsibility to try to replace your work with remote work or get medically cleared as soon as possible to work in person.

## **Cancellation of Assignments Booked Within the Same Business Day**

### **ASL: Cancellation of Assignments Booked Within the Same Business Day**

If Referral books an interpreter and then cancels the assignment within the same business day, the interpreter shall not bill for the cancelled assignment.

# Guidance for Private Entities

## ASL: Guidance for Private Entities

While state agencies must adhere to all the provisions of this User Guide and Contract, only certain provisions apply for private entities.

1. Cancellation Policy: The state cancellation policy is a minimum – interpreters are free to negotiate a longer cancellation period depending on the specific circumstances of an assignment and should make clear to requestors that what they are negotiating may differ from Referral’s state cancellation policy.
2. Late Fees: For private entities, interpreters are free to charge a reasonable late fee that should be prominently displayed on their original invoice, so that the private entity has received notice and has the opportunity to pay without penalty.
3. Weather and Other States of Emergency: Interpreters are free to negotiate individualized cancellation policies regarding weather and other state of emergency cancellations with private entities.
4. Travel Time and Mileage: The state travel time and mileage calculations<sup>2</sup> are a minimum for both driving and public transportation. Interpreters are free to negotiate a higher mileage reimbursement rate and a different/higher travel time compensation formula.
5. Reimbursement for the Cost of Ride Share Company Use (such as Uber or Lyft): Interpreters are free to negotiate reimbursement for these costs with private entities

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<sup>2</sup> For state assignments mileage reimbursement is at the state approved rate (currently \$0.62/mi). The travel time compensation formula is total miles driven divided by 50 times half the interpreter’s hourly rate.

# Communicating With Referral

## ASL: Communicating With Referral

It's important that all users of MCD10 maintain accurate and up-to-date **profiles**.

### **For Interpreters:**

Interpreters should report any of the following status changes (after initial contracting) to Lori Novak at MCDHH at [lori.novak@mass.gov](mailto:lori.novak@mass.gov):

- Mailing address.
- Telephone, cell phone, videophone, or email address.
- Name change.
- W-9 status.
- Change from using Social Security Number to a Taxpayer Identification Number such as an EIN.
- Professional certification status (submit documentation to Lori Novak).

### **For Consumers:**

Please email information and preferences to the Referral Supervisor at [anthony.harrison@mass.gov](mailto:anthony.harrison@mass.gov). Among the most important points for Referral to know are:

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

## **DeafBlind Interpreting and Services for DeafBlind People**

### **ASL: DeafBlind Interpreting and Services for DeafBlind People**

#### **Deafblind Interpreting:**

There are various DeafBlind differentials qualified interpreters may charge depending on the kind of interpretation required or provided. These are outlined in the interpreter rate chart. Referral maintains a list of interpreters qualified to do the different types of DeafBlind interpreting required in different settings.

#### **Services For Deafblind People:**

MCDHH recognizes that the quality assurance system for interpreters for DeafBlind people needs to be reviewed. MCDHH intends to host one or more Forums for Feedback with the DeafBlind community, requestors and providers in FY2026 and/or FY2027. Once the feedback has been received and synthesized, MCDHH will determine what, if any, revisions to the contract need to be made and, if warranted, will amend the rate structure.

## **Credentialing For and Definition of Trilingual Interpreting**

### **ASL: Credentialing for and Definition of Trilingual Interpreting**

Trilingual interpreting is interpreting between any 3 languages. In order to qualify for the Trilingual Interpreting Pay Differential, interpreters must submit documentation of certification or an equivalent credential that demonstrates the knowledge, skills, and abilities to interpret between 3 languages (for example, spoken Spanish, English, and ASL, or Russian Sign Language, ASL, and written English, etc.).

## Additional Charge for Prep Time

### ASL: Additional Charge for Prep Time

For routine state assignments, ongoing assignments, and/or assignments where information is readily available in the public domain, the interpreter should **not** charge an additional fee for prep time.

However, in unique circumstances, such as (but not limited to) conferences, press conferences or other live streamed/recorded events, consumer job interviews, a dissertation defense or other public speaking event (such as a valedictorian speech), specialized events that require research (such as for affinity groups or where some of the text will be in another language other than English or ASL), etc., the interpreter can add an additional charge equaling anywhere from zero to four hours at their base rate for preparation. The interpreter **MUST** inform the requestor and payer **BEFORE** the assignment that they will be charging for prep time and justify why the specific number of hours (0 – 4) is required. Interpreters working for private entities, including the Federal Courts, are free to negotiate their own reasonable prep time charges in accordance with the [NAD-RID Code of Professional Conduct](#).

## Certification Changes Impacting Rates

### ASL: Certification Changes Impacting Rates

#### **For Interpreters:**

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

- Initial national certification.
- Legal interpreter certification/approval.

Interpreters should keep Referral informed of any changes in certification and submit copies of new certification(s) to Lori Novak at [lori.novak@mass.gov](mailto:lori.novak@mass.gov). Certification-based and MCDHH approval rate adjustments will become effective once MCDHH has reviewed and processed the submitted certifications/documentation.

Interpreters' rates will increase due to years of experience according to the rate chart and such increases will be activated on the certification anniversary date.

## **Appearance Fee**

### **ASL: Appearance Fee**

Interpreters will charge an appearance fee equal to two hours at their hourly rate for any assignments, Commonwealth or private, up to 2 hours in length. This appearance fee will include any specialization differentials such as "Close Vision Approved" or "Legal Approved" that apply to the assignment.

## Billing Increment

### ASL: Billing Increment

For Commonwealth agency assignments, after the initial two hours, the billing increment is to the ***quarter hour (fifteen minutes)***. Interpreters should bill to the next quarter hour when submitting invoices for state assignments. **Freelance interpreters can negotiate a longer billing increment with private requestors.**

# Mileage Reimbursement, Travel Time, and Parking Reimbursement

## ASL for the Entire Section: Mileage Reimbursement, Travel Time, and Parking Reimbursement

### ASL: Mileage Reimbursement

For Commonwealth assignments, interpreters will receive mileage reimbursement for trips of **any length**. Reimbursement will be at the rate paid to Commonwealth employees, currently \$0.62 per mile, and is for the total distance traveled.<sup>3</sup> **Freelance interpreters can negotiate a higher mileage reimbursement rate with private requestors.**

### ASL: Travel Time – Personal Vehicle

For Commonwealth assignments, interpreters will be compensated for time spent traveling as calculated by this formula:

- Total miles divided by 50 times  $\frac{1}{2}$  of the interpreter's hourly rate (including specialization differentials but NOT the On-Site Hourly Fee).

**Example:** The interpreter (whose hourly rate is \$60.00/hour) traveled a total round trip of 85 miles (42.5 miles each way).

- 85 divided by 50 = 1.7
- 1.7 times \$30.00 = \$51.00

Travel time compensation = \$51.00.

**Freelance interpreters can negotiate for a different travel time reimbursement rate or formula or both with private requestors.**

### ASL: Travel Time – Public Transportation

The MCD10 Public Transportation Travel Time reimbursement formula mirrors the travel time formula used above for interpreters who drive to and from assignments, and will be calculated as follows:

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<sup>3</sup> This rate is modified from time to time and may differ from the IRS mileage reimbursement rate.

- Submit ticket/public transport payment receipt to [MCDHHAP@mass.gov](mailto:MCDHHAP@mass.gov) along with:
  - Google Maps or other documentation of the number of miles to and from the assignment (not including travel or from the public transportation origination point).
  - A calculation of the travel time according to the above travel time formula (total miles divided by 50 times half the hourly rate).
  - Miles are NOT reimbursed (instead the cost of the ticket is reimbursed).
    - Miles are only calculated for the purpose of determining **travel time**.

**Example:** The interpreter (whose hourly rate is \$60.00/hour) traveled a total round trip of 85 miles (42.5 miles each way) from the Commuter Rail to the assignment and back at a cost of \$17.00 They will be reimbursed for:

- The \$17.00 ticket
- The Travel Time: 85 miles divided by 50 = 1.7 times \$30.00 = \$51.00

**Public Transportation travel time compensation = \$68.00**

\*\*\*\*Please be aware that Public Transportation does NOT include ride sharing services (e.g. Uber or Lyft), taxis/cabs or any other private transportation services.

**Freelance interpreters can negotiate for a different travel time reimbursement rate or formula or both with private requestors.**

## ASL: In Person Assignment Rate Calculations with the On-Site Hourly Fee

For Commonwealth assignments interpreters are allowed an additional \$5 to base rate for onsite assignments. This is in addition to what they may charge for travel and mileage. This includes all assignments that the interpreter worked at or were traveling to and were cancelled.

For Commonwealth assignments, interpreters may charge \$5/hour in addition to their rate, mileage and travel time for on-site assignments where they actually went to the assignment or began traveling to the assignment prior to cancellation.

*The On-Site Hourly Fee **cannot** be added into the hourly rate.*

### **Example:**

- The interpreter is booked 9am to 11am on-site. Their base rate is \$60/hour. The assignment is 150 miles roundtrip from their home and they are driving their personal vehicle. This is a court assignment for a DeafBlind person who uses tactile communication. The invoice would be calculated like this:

- **Hours:** Base rate \$60 + \$15 (court differential) + \$5 (tactile DeafBlind differential) = \$80/hour x 2 hours = \$160.00
- **Mileage:** 150 mi x \$0.62/mi = \$93.00
- **Travel:** 150 mi divided by 50 x half of \$80 (\$40) = \$120.00
- **On-Site Hourly Fee:** 2 hours x \$5/hour = \$10.00
- **Total = \$383.00**

## ASL: Parking Reimbursement

***There is no routine reimbursement for parking covered by this contract.*** However, an interpreter's parking fees will occasionally be reimbursed under certain situations. The decision to reimburse parking is made by MCDHH's Department of Administration and Finance in consultation with an appropriate Referral Specialist where necessary. The determination whether to reimburse parking by the Department of Administration and Finance is final. **Freelance interpreters can negotiate for parking reimbursement with private requestors for any assignment.**

## Prompt Payment Discount (PPD)

### ASL: Prompt Payment Discount (PPD)

MCD10 interpreters can get paid sooner than 30-45 days on their invoices to all MCD10 contracting agencies by offering a Prompt Payment Discount. Examples include accepting a 2% reduction in their assignment payment total in exchange for getting paid within ten days of the agency receiving the invoice (“2%/10”) and accepting a 1% reduction in the payment total in exchange for getting paid within twenty days of the agency receiving the invoice (“1%/20”). The Prompt Payment Discount form must be completed, signed, and returned even if the interpreter is not offering a prompt pay discount. If an interpreter chooses not to offer a discount, they must indicate a reason why they are not doing so. There is a space on the form for the interpreter to write in their reason.

## Late Penalty Interest for State Agencies

### ASL: Late Penalty Interest for State Agencies

(Excerpted) Timely bill paying is an important aspect of the Commonwealth and vendor partnership. Due to the good work of Departments, the Commonwealth has greatly reduced the amount of late penalty interest paid. The policy of the Commonwealth is to pay all valid, approved invoices no earlier than required by the applicable statute and to take advantage of discounts offered and available. Meeting this goal is a valuable tool for future contract negotiations. It maximizes Department and Commonwealth resources. **Contractors may request interest if payments are not made in accordance with the Currency Transaction Report (CTR) Late Penalty Interest Regulations 815 CMR 4.00. M.G.L. c. 7A, § 5A. Commercial Contractors may invoice for interest if they were not paid within 45 days. M.G.L. c. 29, § 20C and M.G.L. c. 29, § 29C. Departments paying bills late are subject to late penalty interest in accordance with 815 CMR 4.00. CTR will certify the interest rate paid to vendors in compliance 815 CMR 4.00, Late Penalty Interest. Departments must reject deficient or incorrect (unacceptable) invoices within 15 days of receipt and give notice of defect to Contractor. Late penalty interest must be paid from the same funds used for the expenditure, which was paid late. [...]**

[Understanding Commonwealth Payments](#)

## **Payment By Credit Card, Debit Card, ACH, and Other Electronic Payment Methods**

### **ASL: Payment By Credit Card, Debit Card, ACH, and Other Electronic Payment Methods**

#### **For Payers:**

Some freelance interpreters accept electronic means of payment. **Payers must indicate the intention to use an electronic means of payment at the time the request is made. This means that Payers must communicate with Requestors.**

Payers may continue to use checks or other means (such as direct deposit) for payment. Freelance interpreters should let Referral know if they accept electronic means of payment, and if so, which kinds.

## Special Circumstances

### ASL for the Entire Section: Special Circumstances

#### For Interpreters, Requestors, And Payers:

#### ASL: Referral Errors

Occasionally Referral makes errors. When this happens, it is documented as a “Referral Error” and will be paid at the Interpreter Contract rate. The Interpreter Contract rate is necessary because of Commonwealth rules requiring MCDHH to use contract rates for services or commodities when such contracts exist. Examples of Referral Errors include double booking of interpreters and failure to notify an interpreter of an assignment cancellation. Interpreters should submit the Freelance Interpreter Billing Form or their own invoice (as long as it includes their Vendor Code, address, phone number, email address, assignment ID and all pertinent assignment information) to Anthony Harrison, Referral Services Supervisor at [anthony.harrison@mass.gov](mailto:anthony.harrison@mass.gov) for their approval before sending on to [MCDHHAP@mass.gov](mailto:MCDHHAP@mass.gov).

#### For Interpreters:

#### ASL: Teaming with Non-Contract Interpreters

Referral staff routinely make every possible effort to determine the identity and certification status of team interpreters when MCDHH is asked to locate only one member of a team. However, it has not always been possible to do this. For example, VRI is now often used to complete the team for both remote and in person assignments. If interpreters are asked to team with an interpreter not known to be either certified or a participant of the MCD10 contract, the following options are available:

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

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

## Timely and Accurate Billing

### ASL: Timely and Accurate Billing

MCDHH strongly encourages interpreters submit their correctly filled out invoices within 30 days. Delays in invoice submission can lead to delays in processing and payment, as well as cause inaccurate estimates of the cost of communication access services for state agencies tracking their budgetary expenditures. It is the interpreter's ethical duty to submit invoices timely.

The NAD-RID Code of Professional Conduct states:

**Tenet 6:** Interpreters Maintain Ethical Business Practices

6.8 Charge fair and reasonable fees for the performance of interpreting services and **arrange for payment in a professional and judicious manner.** (emphasis added)

## VendorWeb: Seeing Payments Online

### ASL: VendorWeb: Seeing Payments Online

#### **For Interpreters:**

Interpreters wishing to check on the status of invoices submitted to MCDHH under centralized billing can do so by checking the Commonwealth website [VendorWeb](#). Individuals who still have questions concerning billing or payment for MCDHH-paid assignments may contact Referral.

For more detailed information please refer to the [VendorWeb](#) section of the Appendix.

## Performance Expectations for MCD10

### ASL: Performance Expectations for MCD10

#### **Feedback, Compliments & Complaints About an Interpreter:**

The NAD-RID Code of Professional Conduct exists to protect and guide interpreters and consumers. All interpreters are expected to adhere to its provisions at all times. It can be found at [NAD-RID Code of Professional Conduct](#).

#### **Documentation of complaints:**

Consumers and requestors are strongly encouraged to contact the Director of Communication Access Services, Cat Dvar, if they have a complaint about an interpreter at [cat.b.dvar@mass.gov](mailto:cat.b.dvar@mass.gov). The consumer/requestor will be asked to give a detailed description of the complaint. If requested, the consumer/requestor's name will be kept confidential. The Director will only share complaints with the interpreter if the complainant gives express permission and agrees to make a formal complaint on the record. Anonymous complaints will be handled like feedback, used as one element of an overall picture of the interpreter's performance. Anonymous feedback will not trigger action by the Director of Communication Access Services.

- If needed, Referral and/or the Director may seek additional feedback and/or engage in direct observation to determine whether the original report was a single occurrence or part of a pattern.
- Formal complaints made on the record to Referral and/or the Director regarding violations of the NAD-RID Code of Professional Conduct (CPC) and/or breaches of MCDHH policies will be documented in writing and kept in the interpreter's electronic file.
- If Referral and/or the Director determines that there is evidence of a pattern of behaviors that violate the CPC and/or MCDHH policies, the Director and Referral Supervisor will meet with the interpreter to present the findings, reach consensus on what constitutes acceptable performance relative to the findings, and agree on appropriate and specific skill development activities to be completed by a specific date, including but not limited to: training(s), work with an MCDHH approved mentor, a probationary period where improvements in behaviors like tardiness are documented, or other activities appropriate to the specifics of the situation.

- **Progressive sanctions** may include but are not limited to being restricted to a certain type of assignment for a period of time, having the interpreter’s work monitored, or requiring the interpreter’s mentor to submit documentation of improvement or course of study. If performance is still not improved to the level agreed-upon as acceptable by the agreed-upon date, the interpreter may be suspended from receiving referrals for a period of time. The Contracts and Procurement Manager would then be notified.
- If there is still no improvement after the agreed-upon amount of time, or if the interpreter continues to commit the named infractions 2 or more times, MCDHH reserves the right to terminate the interpreter’s contract.
- **Termination decisions** are made by the Commissioner of MCDHH with the advice and recommendation of the Director of Communication Access Services and only in the most intractable cases.

## What Happens After Submitting Feedback, Compliments & Complaints:

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

The Director will review complaints within ninety (90) days, and, if necessary, will conduct independent fact-finding.

### Feedback, Compliments & Complaints Should Be Directed to:

MCDHH

(please check the [MCDHH website](#) for the current office address)

[Cat.b.dvar@mass.gov](mailto:Cat.b.dvar@mass.gov)

617-326-7546 VP

9:00 AM – 5:00 PM, Monday through Friday

***MCDHH reserves the right to terminate an interpreter’s contract for particularly egregious single-instance infractions. Requestors, consumers and other interpreters may also report complaints to RID. MCDHH requests that complainants share a copy of complaints made to RID with the Director of Communication Access Services at [cat.b.dvar@mass.gov](mailto:cat.b.dvar@mass.gov)***

# Appendix

## Use of MCD10 Contract By Other Commonwealth Agencies and Entities

### ASL: Use of MCD10 Contract By Other Commonwealth Agencies and Entities

Executive Branch agencies are automatically eligible to use MCD10. In addition to Executive Branch agencies, the MCD10 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 MCD10 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 [MCDHHContract@mass.gov](mailto:MCDHHContract@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 MCD10.

## Executive Branch Agencies

### ASL: Executive Branch Agencies

The website [Executive Branch Agencies](#) 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 MCD10 for Interpreter Services or MCD08 for CART 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.

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.

## **For Requestors: Using Referral and the MCD10 Contract**

### **ASL: For Requestors: Using Referral and the MCD10 Contract**

Requestors place assignment requests with Referral. Some but not all of these Requestors represent Commonwealth agency participants on the MCD10 contract. The following table summarizes the types of Requestors using MCDHH's Interpreter/CART Referral Service and their obligations relative to the MCD10 contract:

#### **ASL: Important Note:**

Any interpreter desiring access to assignment requests from any of the requestor categories must participate in the MCD10 contract.

Please refer to the Table below:

Requestor	Able to Use MCDHH's Referral Service?	Uses MCD10 Contract?	Uses MCDHH-Designed Billing Form? <sup>4</sup>
MCDHH	Required	Yes	Yes
Executive Branch agency <sup>5</sup>	Required	Yes	Check with agency regarding requirements for billing form / format
Other Commonwealth agency <sup>6</sup>	Yes	May, upon prior request to MCDHH	Check with agency regarding requirements for billing form / format
Other Commonwealth agency <sup>7</sup>	Yes	If agency opted not to participate in MCD10, terms and conditions, including rates, are negotiated between Interpreter and Payer	Check with agency regarding requirements for billing form / format

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<sup>4</sup> MCDHH offers three standard billing forms for MCDHH-paid assignments. These forms are available in MS Word format in the "Attachment" section of the [COMMBUYS](#) posting of Contract MCD10. The MS Word format allows MCD10 agencies to tailor and customize the form(s) as appropriate for their own use.

<sup>5</sup> Agencies participating in the MCD10 contract may be found on the [COMMBUYS](#) listing for the MCD10 contract. The list includes Executive Branch agencies plus any other agencies that have requested and received MCDHH's permission to participate in the MCD10 contract.

<sup>6</sup> Ibid.

<sup>7</sup> Ibid.

Requestor	Able to Use MCDHH's Referral Service?	Uses MCD10 Contract?	Uses MCDHH-Designed Billing Form? <sup>8</sup>
Private entity	Yes	<p><u>MCD10 does not ordinarily apply</u> – terms and conditions, including rates, are negotiated between Interpreter and Payer</p> <p><u>Exception</u> – if the private entity petitioned MCDHH for permission to join MCD10 and permission was granted</p>	N/A

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<sup>8</sup> MCDHH offers three standard billing forms for MCDHH-paid assignments. These forms are available in MS Word format in the "Attachment" section of the [COMMBUYS](#) posting of Contract MCD10. The MS Word format allows MCD10 agencies to tailor and customize the form(s) as appropriate for their own use.

## For Interpreters: COMMBUYS Registration

### ASL: For Interpreters: COMMBUYS Registration

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

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

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

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

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

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

You can make adjustments in both these areas by logging into COMMBUYS, clicking on the "Seller Administration" rectangle at the upper far right, and then clicking on the "Maintain Organization Information" icon.

If you have forgotten your COMMBUYS password, login, or both, go to the [COMMBUYS Login](#) page. Click on “Login Assistance,” and then select either “Forgot User ID” or “Forgot Password,” whichever is applicable.

COMMBUYS relies on a system of commodity codes based on the United Nations Standard Products and Services Code (UNSPSC). All participants in the MCD10 contract **must** sign up for the following commodity code:

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

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

## What's In the MCD10 Contract

### ASL: What's In the MCD10 Contract

**Contract MCD10: Sign Language Interpreters for the Deaf and Hard of Hearing** will be fully electronic and 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 MCD10 and MCDHH. MCDHH asks that all MCD10 contractors complete this form and return it to us. You can find the current version of the Standard Contract form here: [OSD Forms](#).
- **Commonwealth Terms & Conditions** – This is a separate document (previously part of the Standard Contract Form) that contains instructions for completing the Standard Contract form, general guidelines governing the purchase of goods or services by the Commonwealth from any contractor, references to other regulations and Executive Orders, and a variety of other information affecting your MCD10 contract. This form is yours to keep. This form, in \*.pdf format, can be found here: [Commonwealth Standard Contract Form](#).
- **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 MCD10 bid solicitation or RFR include use of COMMBUYS, the Supplier Diversity Program, and prompt payment discounts. This form is located at [OSD Forms](#).
- **Terms, conditions, policies and procedures specific to the MCD10 contract and included in this document, the MCD10 User Guide.**

MCD10 contract participants with questions about any of these documents are encouraged to contact MCDHH's Procurement & Contracting Manager at [MCDHHContract@mass.gov](mailto:MCDHHContract@mass.gov).

# The MCDHH Screening

## ASL: The MCDHH Screening

The individual should join RID.<sup>9</sup>

Interpreters who are not certified must undergo MCDHH's ASL Interpreter Screening or Deaf Interpreter Screening; screening is waived for any certification recognized in the [MCD10 rate chart](#). The individual undergoes the interview portion of the interpreter screening process first.

1. If the individual passes the interview portion of the screening, they undergo the performance portion of the screening process.
2. If the individual passes the performance portion of the screening process, they will be given an MCD10 contract to sign. They will be invited to meet with the Referral Services Supervisor or their designee for an orientation.

Once the contract is executed, they will become eligible for assignment referrals through Referral.

For those who want to take the MCDHH Screening please go to the Quality Assurance Screenings webpage, [MCDHH Quality Assurance Screenings](#), and click on the link for the APPLICATION.

All screening materials must be submitted via the electronic application form except for application fees, which should be sent by US Mail to:

Screening Coordinator  
(please check [MCDHH](#) for the current MCDHH office address)

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

### **About MCDHH Interpreter Screening:**

- 1) Interpreter screenings are offered 8 to 12 times per year from September through June.
- 2) The MCDHH Interpreter Screening approves non-certified hearing, CODA and Deaf Interpreters for sign language interpretation.

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<sup>9</sup> As the BEI certification grows in acceptance nationally, MCDHH may review and revise this requirement.

- 3) MCDHH recognizes that MCDHH Approved Interpreters, while they may not possess the skill level necessary to achieve national certification, may be appropriate for entry level referrals. Therefore, MCDHH Approved Interpreters will receive assignment offers from the Referral according to their screening approval and the nature of the assignment.
- 4) *Screened interpreters working under MCD10 or its successor Interpreter Contracts must join [RID's Associate Continuing Education Tracking \(ACET\) program](#) and earn 1.2 CEUs (12 hours) of training or mentoring per year.*

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

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

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

## Reciprocity

### ASL: Reciprocity

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

## Communication Access Requests for Special Situations (Complex Requests)

### ASL: Communication Access Requests for Special Situations (Complex Requests)

#### **For Requestors:**

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

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

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

For agencies planning reasonably large events such as multi-day workshops and conferences or high-profile events that cannot be rescheduled, MCDHH recommends that key agency individuals including the Communication Access Coordinator schedule

a communication access strategy planning discussion with Cat Dvar, Director of Communication Access Services. She can be reached at [cat.b.dvar@mass.gov](mailto:cat.b.dvar@mass.gov). In certain situations, including large events, requests for communication access may be placed before specific consumers needing the communication access services are identified. In this case the event host should use a response form that includes a **communication access request drop-down box** or similar way for individuals to indicate their communication access needs. All invited to the event, and particularly those with communication access requirements, should be directed to respond to the event planner(s) with their intention to attend and any communication access needs no less than two weeks prior to the event. If no attendees indicate a need for the communication access services, then the requests can be cancelled and the services deployed in other areas of need.

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

- Contact MCDHH Referral by calling: 617-740-1600.

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

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

### **ASL: A Checklist For "Special Situations"**

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

## For Interpreters: VendorWeb

### ASL: For Interpreters: VendorWeb

The Office of the State Comptroller makes available a web site called [VendorWeb](#) through which Commonwealth vendors such as MCD10 contract participants can view their scheduled payments and payment history.

#### **To Login to VendorWeb:**

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

#### **To View Scheduled Payments:**

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

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

#### **Viewing Payment History:**

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

- Click on Search by Department.
- Pick a date range from the dropdown box or enter your own specific date range (mm/dd/yyyy).
- Select whether you want payments grouped by department or listed by payment number (chronological order).
- If you are reconciling an EFT payment, choose group by payment number. To display payment totals, select All Departments.
- If you would like the payment history downloaded onto your PC's spreadsheet application, select Yes.
- Click on Search.

The Payment History screen will show all payments made in the selected time frame. Payment Number, Payment Date, Payment Reference Number, Contract Number, individual line amount, check amount as well as any discounts, contract retainage, delinquent debt owed to the Commonwealth or other deductions, are identified. To see payment totals, select All Departments and Group by Payment.

## **For Interpreters: Supplier Diversity Program and the Supplier Diversity Program Plan**

### **ASL: For Interpreters: Supplier Diversity Program and the Supplier Diversity Program Plan**

**Contract MCD10: American Sign Language Interpreters for the Deaf and Hard of Hearing** is exempt from the requirements of the Supplier Diversity Program.

Please refer to the **Supplier Diversity Waiver Letter** on the following page.

**THE COMMONWEALTH OF MASSACHUSETTS**

**Executive Office for Administration and Finance**

**Supplier Diversity Office**

One Ashburton Place, Suite 1017  
Boston, MA 02108-1552

Maura Healey,  
Governor

Kim Driscoll,  
Lieutenant Governor

Matthew Gorzkowicz,  
Secretary



Bonnie Borch-Rote  
Executive Director

10/01/2025

Massachusetts Commission for the Deaf and Hard of Hearing

Jane Sokol Shulman

Chief Procurement Officer

RE: SDP plan waiver on MCD10: Sign Language Interpreters for the Deaf and Hard of Hearing

Dear Jane,

After reviewing your request for an SDP plan waiver on MCD10: Sign Language Interpreters for the Deaf and Hard of Hearing we are granting your request. We agree with your assessment that an SDP plan is not feasible due to provider's fiscal hardships.

The goal of the SDP Program is to promote the use of diverse businesses in purchases of goods and services and to provide a forum for building relationships among vendors and diverse business, to the benefit of both parties.

Because of the specific circumstances of this opportunity, requiring an SDP Plan would not further the SDP mission and maybe detrimental to the solicitation/contract, posing hardships both the potential bidders as well as Massachusetts Commission for the Deaf and Hard of Hearing.

Please do not hesitate to contact me with any questions about this waiver. Note that this waiver is limited to this bid only. Should you procure the same services in the future, a new SDP Plan waiver request must be submitted as each waiver is reviewed independently.

Sincerely,

Katherine Thomas

Buyer Engagement, Training and Policy Manager

Supplier Diversity Office

(857) 319-8022

Katherine.L.Thomas@mass.gov

One Ashburton Place, Room 1410 Boston Ma 02108

## For Reference: List of MCD10 Forms

### ASL: For Reference: List of MCD10 Forms

A complete Contract MCD10 application consists of a number of forms, all available on [COMMBUYS](#). Additionally, some forms may be needed during the contract's term. Finally, MCDHH has a number of special-purpose informational and billing forms. All are processed electronically on [COMMBUYS](#) or by MCDHH. The forms are as follows:

- **Standard Contract Form (Standard Contract Amendment Form)**, with Standard Contract Instructions Form for information.
- **Commonwealth Terms and Conditions.**
- **Contractor Authorized Signatory Listing**; note that Notarization is **NOT** required.
- **W-9 Form (Massachusetts Substitute W-9 Form).**
- **EFT Form (Electronic Funds Transfer Form)**, a requirement for electronic payments.
- **Prompt Pay Discount Form**, required to be completed, signed, and submitted even if a Prompt Pay Discount is not being offered.
- **CORI (Criminal Offender Records Information) Form**, sent from and processed by the Executive Office of Health and Human Services.

Note that because the Supplier Diversity Program requirement is waived, the Supplier Diversity Program Plan form is not required.

All forms are to be submitted electronically through COMMBUYS unless directed otherwise.

W-9 and EFT forms are now handled electronically via DocuSign. If a W-9 is returned and vendor information requires an update, then a DocuSign would be sent. CORI is done by EHS and the forms are not sent by MCDHH.

Up-to-date information is available from [MCDHHContract@mass.gov](mailto:MCDHHContract@mass.gov).

## For Interpreters and Requestors: Interpreter Liability/Malpractice Insurance

### ASL: For Interpreters and Requestors: Interpreter Liability/Malpractice Insurance

All interpreters are encouraged to secure their own liability/malpractice insurance coverage. Current RID certified members in good standing are eligible for group rates for insurance coverage through RID, Inc. Interpreters should be advised that a number of requestors using Referral will **only** contract with interpreters who carry liability insurance.

The Commonwealth of Massachusetts insures and indemnifies its own public employees, including interpreters employed as staff of a public agency. The applicable laws are MGL Chapter 258 Section 8 [Insurance](#) and Section 9 [Indemnification](#).

- This law applies **only** to **MCDHH's staff interpreters as well as to interpreters holding staff positions with other Commonwealth agencies** and provides coverage regardless of whether they are performing an assignment for MCDHH or the state agency they work for, for a different state agency, for a not-for-profit organization, or for a private entity.
- This law does **not** apply to other freelance interpreters holding MCD10 contracts, even if the assignments are with an MCD10-contracting agency or entity.
- This law also does not apply to individuals who are MCDHH staff interpreters but who are performing interpreter assignments as freelancers, for example during evenings and weekends on their own time.
- MGL Ch. 258 Sec. 8 and Sec. 9 do not cover grossly negligent, willful, or malicious conduct.

### ASL: For Requestors:

It is essential that Referral know if you require that interpreters carry liability and malpractice insurance. Make sure this information is included in your Profile and provide it again when you place an assignment request.

### ASL: For Interpreters:

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

**Important Note:** Although all of MCDHH's staff interpreters are insured when

performing assignments in the community, MCDHH's Interpreter/CART Referral Service cannot guarantee to any requestor that its assignment request will be filled by a staff interpreter.