

TO: All ACCES-VR Staff

PRO-16-04

FROM: Frank Coco

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RE: Sign Language Interpreter Referral Service Procedures

Table of Contents

1. Introduction
2. Types of Services
 - a. Consumer Service
 - b. Staff Service
3. Rates
4. Service Delivery Process
5. Referral and Authorization Process
 - a. Authorization/Voucher (A/V)
 - b. Travel Time
 - c. Emergency Requests for Interpreter Services Authorization
 - d. Timesheets
6. Contractor Selection
7. How to Use VRI
8. Interpreter Assignments
9. Assignment Modifications
10. Cancellation Guidelines
11. No-Show Procedures
12. Guidance
13. Obsolete
14. References

Introduction

ACCES-VR provides sign language interpreter services to individuals who are deaf or hard of hearing to assist them in accessing and participating in vocational rehabilitation (VR) services. These services are provided through contracts with pre-approved vendors. Vendor contract information is available in the electronic case record under 'Reports', Case Management System (CaMS), including name, address and rates.

NOTE: Reporting and Monitoring Requirements, along with Annual Contractor Performance Reviews are covered in a separate memo for ACCES-VR managers and providers.

Types of Services

Interpreter services can be purchased for ACCES-VR consumers or staff:

Sign Language Interpreter Referral Services to provide on-site certified or pre-certified interpreters for ACCES-VR consumers who are Deaf, Deaf-Blind, Hard of Hearing and Late Deafened; for ACCES-VR staff and for administrative functions (i.e., public meetings, training sessions, etc.) for each of the Region/ACCES-VR Central/District Office(s).

Video Remote Interpreter (VRI) Services to provide remote interpreting services for ACCES-VR consumers and ACCES-VR staff in each of the Region/ACCES-VR Central/District Office(s) only (Attachment F). Each approved vendor must have their own technology that is compatible with ACCES-VR and be able to provide a minimum of 50 hours/month of VRI. **Only Certified Interpreters may provide VRI services.**

Rates

On-Site Interpreter Rates:

To be billed at a two-hour minimum, with 15-minute increments thereafter.

Region 1 - NYC, Long Island, White Plains:

RID/NAD Certified Interpreter	\$ 80.00 per Hour
Pre-Certified, MCSP Qualified Interpreter	\$ 70.00 per Hour

Region 2 – Upstate:

RID/NAD Certified Interpreter	\$ 70.00 per Hour
Pre-Certified, MCSP Qualified Interpreter	\$ 60.00 per Hour

Off-Site Video Remote Interpreter Rates (RID/NAD certified interpreters only):

To be billed at one-half hour minimum, with 15-minute increments thereafter.

Statewide Rate:

RID/NAD Certified Interpreter	\$ 40.00 per Half Hour
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The corresponding rates include “all related costs” and any additional supplemental costs, i.e. travel less than thirty-five (35) miles, one way, related expenditures, billing and other administrative costs are contained within the rates.

The rates are considered “payment in full” for ACCES-VR authorized services.

Service Delivery Process

ACCES-VR makes a request for onsite and VRI services as soon as the need is known, but strives to make all requests no later than 48-hours prior to the assignment. The referral request for services is made by telephone, fax, e-mail, or online and will identify: the consumer/staff; specific needs; contact information; setting; date; time; location.

When ACCES-VR receives notification via fax, e-mail, or online, that an assignment has been accepted by an interpreter(s), an authorization for services is issued to the referral service agency prior to the interpreter assignment.

Upon completion of the service assignment; the interpreter obtains the consumer's or ACCES-VR staff member's signature on their timesheet and submits it to the contractor. The contractor will then submit a voucher, invoice and signed time sheets to ACCES-VR for payment. Original signatures are required.

Referral and Authorization Process

Referrals for consumer service are generated by the Vocational Rehabilitation Counselor (VRC) or Rehabilitation Counselor for the Deaf (RCD). Interpreter services may be authorized in any active status. Documentation minimally includes the A/V for the specific services.

Where an ACCES-VR Interpreter Services Coordinator is utilized (e.g. downstate), all job assignments are to be forwarded by an ACCES-VR staff person as per procedures established by the Regional Office.

If a vendor is unable to fill a request for on-site or VRI interpreting services, the vendor must notify ACCES-VR 48-hours in advance. The number of cancellations by a vendor will be discussed during the annual contract performance review meeting.

Note: 48-hours is defined as the preceding consecutive 48-hours, excluding weekends unless the accepted assignment is scheduled for a weekend, and then 48-hours is the preceding 48 consecutive hours.

Authorization/ Voucher (A/V)

An Authorization (A/V) form is required prior to provision of service. All A/Vs for interpreter services require several service lines.

First line of the authorization; use Case Service Support Code "I" for the pre-certified interpreter service rate.

Second line of the authorization; use Case Service Support Code "L" for the certified differential rate.

For VRI, the first line of the authorization; use Case Service Support Code “W”

The A/V should include the service provider's Contract Number selected from the drop down list and must identify the time frame and number of hours of service authorized.

ACCES-VR supervisory staff will review service A/Vs for reasonableness prior to issuance to the contractor.

For ongoing assignments, print multiple vouchers and timesheets to allow the contractor to bill monthly.

Emergency Requests for Interpreter Services Authorization

The current ACCES-VR process requires that the authorization for interpreter services be sent to the referral source in advance of the service start date. This will allow for the scheduling of the interpreter as well as providing confirmation that the service was approved. However, there are situations when the need for an interpreter is not known in sufficient time to provide a hard copy of the authorization prior to the start of the services. For example, a consumer is contacted for a job interview to be held within the next two (2) days. The timing of the interview may not allow for the identification and scheduling of the interpreter, especially if the ACCES-VR staff must contact several referral sources before securing an interpreter. Therefore, when such a situation occurs with supervisory approval, staff may use the Emergency Interpreter Service Process.

In the case of an emergency where there is inadequate time to send the hard copy A/V to the contractor prior to the start of required services, an Emergency Interpreter Service Request (VR-2) form, signed by the SVRC or other management team member can be sent to the contractor by phone, email, fax or online.

The following steps must be taken when implementing the Emergency Interpreter Service Process:

1. After a consumer and the Counselor and/or Counselor Assistant agree that an emergency interpreter is required in order to access a service or participate in a job interview, the situation should be discussed with the Senior Counselor or another member of the management team.
2. If it is agreed that the service is required and there is not enough time to complete the authorization process prior to the start date of the service, the Counselor or Counselor Assistant will complete the “Emergency Interpreter Request Form” ACCES-VR-2 (attached) which will be signed by their supervisor or another member of the management team.
3. Once supervisory signature is obtained, the Counselor or Counselor Assistant will complete the authorization and write a case note in CaMS system

regarding the exact services authorized and the need to use the emergency interpreter procedure.

4. A copy of the completed Emergency Interpreter Request Form is faxed to the provider as verification of ACCES-VR's intent to produce an authorization within the next two business days.
5. The Senior Counselor will sign the completed authorization before it is mailed to the vendor.

All Emergency Interpreter Service Requests must be followed up with an A/V.

The emergency rate support code "Q" should only be used as follows:

If ACCES-VR schedules a request with less than 24 hours' notice for emergency, last minute, after normal business hours (5 pm), weekends or holidays, Contractors MAY bill an additional \$10.00 per hour to the normal interpreter rate. This additional fee will be listed as a separate item on the authorization.

Travel Time

1. Contract rates will incorporate all administrative costs for the interpreter referral service, including interpreter travel expenses less than thirty-five (35) miles, one-way, from interpreter's home to the assignment.
2. Documented travel beyond thirty-five (35) miles each way, will be billed in units (interpreter hourly rate) as shown below:

Round Trip distance between the Interpreter's home and the job location is:

70 miles or less	No Added Units
71 – 100 miles	½ Hour Unit
101 miles and above	1 Hour Unit

The contract provider must maintain documentary evidence (e.g Mapquest or other verification) of the mileage billed.

Timesheets

A standard time sheet has been created and is attached to this procedural memo. All contractors are encouraged to use this timesheet. Timesheets will be attached to billing guidelines sent to all contractors, may be provided to contractors by ACCES-VR Central or local District Office or downloaded from ACCES-VR's website at http://www.acces.nysed.gov/common/acces/files/vr/time_sheet.pdf.

Contractors may use their own timesheets when providing interpreting services for Consumers, ACCES-VR Staff and VRI as long as their timesheet provides all information required:

- Vendor Name and ID Number
- Job Number
- Referring ACCES-VR District Office/Central Office
- Consumer and/or ACCES-VR Staff name
- Location of the Job
- Date(s) of Service
- Service Provided
- Start and End Time
- Break Time
- Interpreter Starting Point location (city and state)
- Travel Time
- Preparation Time
- Total Hours Provided
- Interpreter Name and Signature
- Certification Level
- Consumer/ACCES-VR Staff Signature (or Agency on-site contact person Signature)

If the job involves more than one consumer or ACCES-VR staff member, **the signature of each consumer/ACCES-VR staff member is required.**

If the consumer or ACCES-VR staff member is absent or a “no show,” the timesheet must be signed by the on-site contact person.

Preparation Time is to be billed in 15 minute increments and should only be authorized when the interpreter must prepare in advance due to the technical demands of the situation. The assignment will require the interpreter to review written materials or become familiar with unique occupational, scientific, technical or academic terminology. Preparation should not exceed one hour.

Pre-printed or electronic signatures will NOT be accepted unless the ACCES-VR Counselor determines this is a necessary accommodation for the consumer.

Contractor Selection

Assignment of Work

District Offices may have up to three contractors that are authorized to provide services – primary, secondary and tertiary. Work will be assigned to the primary contractor, but may be assigned to the secondary or tertiary contractors in the following cases:

1. If the consumer was previously served by an Interpreter and that Interpreter is not an employee or subcontractor of the primary contractor.

2. Based on informed choice which means that the consumer has unique needs that cannot be matched with an Interpreter employed or subcontracted by the primary contractor.
3. Failure of the primary contractor to provide a suitable Interpreter and one replacement Interpreter based on the consumer's feedback and documented in the record of services.
4. Failure to show-up to an assignment or arrive on-time.
5. Failure of the primary contractor to confirm acceptance of the work assignment within five (5) business days.
6. Underutilization of the secondary and tertiary contractors below 30% and 20% of the total Interpreter Referral hours provided to the District Office/Central Office served.

NOTE: Contract utilization will be monitored by ACCES-VR on a monthly basis and adjustments in referrals will be made to conform to the terms of the contract.

Process for determining which Interpreter Services contractor to use:

1. For new consumers/staff that require interpreter services in the catchment area of a district office, the referral request for services should be made to the primary contractor for that district office. If the primary contractor fails to confirm acceptance of the work assignment within five (5) business days, the referral request must go to the secondary contractor. If the secondary contractor fails to confirm acceptance of the work assignment within five (5) business days, the referral request must go to the tertiary contractor, if one exists for that District Office.
2. For consumers/staff currently receiving interpreter services:
 - a. If a consumer receives services from an interpreter who is an employee or subcontractor of a contractor that was not awarded a new contract, the referral request for services should be made to the primary contractor of that district office. If the primary contractor fails to confirm acceptance of the work assignment within five (5) business days, follow the steps outlined in #1 above.
 - b. If the consumer receives services from an interpreter who is an employee or subcontractor of one of the new contractors in the catchment area of a district office, the referral request for services can continue with that contractor, regardless of whether or not that contractor is the primary, secondary, or tertiary contractor, up to the maximum percentage of hours provided for in the contract. For example, if a secondary contractor is awarded 30% of the total hours for that District Office, if that contractor reaches or exceeds 30% of the total hours provided that year by serving current consumers, no new consumers should be referred to that contractor until the cumulative hours provided are below 30%.

3. For all consumers/staff that are new or are currently receiving services, a change in interpreters may be permitted under the following circumstances:
 - a. The primary contractor, or contractor providing services, is unable to match a consumer with unique needs to an interpreter. For example, a consumer that does not speak English may need a foreign language interpreter. Unique needs include but are not limited to foreign language interpreters. In this case, the referral request can be made to the secondary contractor and if the same circumstances apply, to the tertiary contractor.
 - b. The primary contractor or contractor providing services is unable to provide a suitable interpreter and one replacement interpreter for a particular consumer/staff assignment, based on but not limited to negative feedback from the consumer or ACCES-VR District Office management. In this case, the referral request can be made to the secondary contractor, and if the same circumstances apply, to the tertiary contractor.
 - c. The primary contractor or contractor providing services fails to show-up to an individual consumer/staff assignment or arrive to the assignment at the required start time on two or more occasions; the referral request can be made to the secondary contractor, unless circumstances causing the failure to arrive or tardiness were beyond the control of the individual interpreter. Such circumstances include but are not limited to delays due to weather, traffic accidents, or other circumstances reasonably deemed beyond the control of the contractor.

4. The ACCES-VR District Office management has the right to suspend referral requests to any contractor that is exceeding the approved contract award percentage until such contractor is below the maximum percentage, on a cumulative basis for the 5-year contract period.
 - a. For District Offices with 3 contractors, the primary percentage is 50%, the secondary percentage is 30%, and the tertiary percentage is 20%.
 - b. For District Offices with 2 contractors, the primary percentage is 60% and the secondary percentage is 40%.

How to Use VRI

With VRI, the consumer and ACCES-VR staff are located together at one location using a web camera and a computer or lap top.

Required hardware and software: appropriate software, an air card (if in the field) and an internet connection using a MOVI account (in the office and Google Chat when located outside of the DO) to communicate with the interpreter at a separate location. The computer/internet provides an audio and video link allowing off-site sign language interpretation (American Sign Language) via the internet.

Interpreter Assignments

ACCES-VR requires interpreter services to be provided by Registry of Interpreters for the Deaf/National Association of the Deaf (RID/NAD) certified interpreters at least 60% of the time. No more than 40% of the service hours are to be covered by a Pre-Certified Interpreter. The 60/40 percentages are cumulative over a contract year and will be considered as part of the vendor annual performance review monitored by ACCES-VR and information provided on the Quarterly Progress Report. VRI services may only be provided by RID/NAD certified interpreters. All interpreters must adhere to the Registry of Interpreters for the Deaf, Inc.'s Code of Conduct.

For assignments up to and including two (2) hours in duration, ACCES-VR will fund only one (1) interpreter; unless the requirements of the assignment warrants additional interpreter(s), such as, but not limited to the use of a second interpreter such as Certified Deaf Interpreter.

Interpreters whose assignment encompasses a lunch break will be paid for that time, as they are often required to be available for the consumer. Accordingly, the Interpreter Referral Service will bill ACCES-VR for that period as well. A lunch break may not occur at the beginning or the end of a session.

Determination regarding authorization of a second interpreter for assignments of 1 hour or less will be made by the ACCES-VR VRC and approved by the SVRC.

If two interpreters are authorized, the 2-hour minimum applies to each interpreter and the contractor may bill the 2-hour minimum for both.

If a contractor needs to secure more than two (2) interpreters for an assignment then the two-hour minimum may only be applied for two interpreters.

ACCES-VR is not responsible for any arrangements between the contracted Interpreter Referral Service and any of their subcontractors.

Assignment Modifications

ACCES-VR reserves the right to modify assignment hours requested via correspondence, phone, fax or email with 48 hours' notice prior to the assignment and the Contractor MAY NOT bill ACCES-VR for any reduced assignment hours resulting from this modification.

If ACCES-VR modifies a scheduled assignment via correspondence, phone, fax or email with less than 48-hours' notice, the Contractor MAY bill for the reduced assignment hours resulting less modified (new assignment) hours. The Contractor shall not bill ACCES-VR for reduced assignment hours for which the interpreter accepts an alternative assignment for the reduced hours and compensation is received from ACCES-VR or another customer.

Cancellation Guidelines

No payment will be made for cancellation due to “Force Majeure”; Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing here under, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions and/or prohibitions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Emergency school closures and delays shall be deemed force majeure events for purposes of this Agreement. If an event occurs that would otherwise constitute both a force majeure event and a breach, that event shall be treated as a force majeure event and will not constitute a breach by Contractor or NYS ACCES-VR.

If ACCES-VR cancels a scheduled assignment, via correspondence, phone, fax, or email with at least 48-hours’ notice to the Contractor, the Contractor MAY NOT bill for the assignment hours.

If ACCES-VR cancels a scheduled assignment, via correspondence, phone, fax, or email with less than 48 hours’ notice to the Contractor, the Contractor MAY bill for that day’s entire assignment hours, UNLESS the Contractor reassigns the same interpreter to another ACCES-VR assignment or to another customer. The Contractor MAY NOT bill for those reassigned hours. If the assignment is for more than one day, the Contractor may only bill for the first day’s assignment.

No Show Procedures

When an interpreter arrives on site and the consumer or ACCES-VR staff is a no-show, ACCES-VR reserves the right to ask the interpreter to remain on site to provide services that may be needed during the originally scheduled assignment period for that day. If ACCES-VR does not choose to keep the interpreter on site, the Contractor MAY bill for the assignment hours UNLESS the Contractor opts to send the interpreter to an alternate assignment. The Contractor shall not bill ACCES-VR for those assignment hours for which compensation is received from ACCES-VR or another customer (i.e. no “double dipping”).

Guidance

Questions regarding these procedures should be directed to:
ACCES-VR Central Office
District Office Operations
interpsvcs@nysed.gov

Obsolete

PRO-12-01
1391.00P - Interpreter Procedures (Sign Language)

PRO-05-03 - Emergency Interpreter Services Authorization Request Form

References

Commissioner of Education Regulations - Part 247
1391.00 - Personal Assistance Services Policy

EFFECTIVE DATE: July 18, 2016

Frank Coco
Coordinator of District Office Administration