## **POLICY**

# **Contract for Communication Access Services Interpretation for Deaf & Hard of Hearing Customers**

In order to serve its customers, Workforce Solutions of Central Texas contracts with local persons to provide communication access/interpreting services for customers who are deaf and hard of hearing. The Contracted Interpreter is qualified to provide such services and makes his/her services available on an as-needed basis.

Workforce Solutions of Central Texas provides advance notification of the need for communication access/interpreting services for customers in its Workforce Centers and provides detailed information on location, day, time, customer name, and nature of event, with an estimate of hours needed. Emergency notification may occur but is avoided. Out-of-area assignments may occur but are avoided.

Workforce Solutions of Central Texas is aware that the length of assignment, complexity of the assignment, or number of customers in the assignment are factors that may lead to the need for additional Contracted Interpreters or adjusted fees on a case-by-case determination. Such details are negotiated in advance.

Contracted Interpreter is aware and understands that this Contract is for services on an asneeded basis and does not constitute a paid retainer and does not constitute a promise for any minimum use or payment.

Upon completion of services or after cancellation, Contracted Interpreter provides Workforce Solutions with an invoice detailing the services provided, including days, times, location, and customer name, along with allowable billing and fees. Workforce Solutions issues payment promptly upon receipt of invoice.

TERM OF CONTRACT. Contracts run for a term of one year from date of signature.

DEFINITIONS. Workforce Solutions of Central Texas uses the following definitions in dealing with Contracted Interpreters for the provision of communication access/interpreting services for customers who are deaf and hard of hearing

**Advance Notification**: 24 hours prior to time when communication access services are needed.

**Cancellation**: Cancellations made with less than 24 hours prior notice may be billed for not more than one (1) billable hour at the discretion of the Contracted Interpreter.

**Communication Access/Interpreting Services**: Provision of voice to sign, sign to voice, gestural to sign, sign to gestural, voice to visual, or visual to voice services for communication access provided by a certified interpreter.

**Day**: 8:00 a.m.—5:00 p.m. weekdays, Monday—Friday.

**Emergency**: A situation wherein communication access services are needed with less than 24 hours prior notification, billable at twice (2x) the hourly fee.

**Hourly Fee**: Fee charged for interpreting services provision. Partial hours are billable in 15-minute increments, after the first hour.

**Out-of Area Fee**: Fee to include travel time when round trip travel exceeds one hour, billed at the hourly fee rate. Mileage reimbursement will follow State regulations when mileage exceeds 25 miles round trip. No lodging or per diem reimbursement will be paid without prior approval in writing.

### **PROCEDURES**

# **Contract for Communication Access Services Interpretation for Deaf & Hard of Hearing Customers**

- 1. The Board makes available to each Workforce Center a list of Contracted Interpreters, along with a copy of each contract. Each Workforce Center is responsible for arranging communication access services for its customers at the Workforce Center, using the contract for information on availability and preferred contact method for the Contracted Interpreter.
- 2. Assignments will be made based on level of certification needed for the event. Assignments may include: application for services; inquiries regarding eligibility for services and benefits; testing and evaluation; orientation or briefing for services; case management appointments; and other similar events related to employment and job training services provided by Workforce Solutions of Central Texas in its Workforce Centers. All assignments will be as-needed, on a case-by-case and customer-by-customer basis, and will vary in content and length.
- 3. Each Workforce Center gives 24 hours notice to the Contracted Interpreter whenever possible. Emergency arrangements are discouraged and should be rare, both for the sake of the interpreter and for the sake of cost containment.
- 4. Each Workforce Center provides the Contracted Interpreter with details and nature of the assignment, including date, time, customer name, location, and length of time needed.
- 5. Each Workforce Center uses Contracted Interpreters in its area whenever possible, e.g., Temple uses Contracted Interpreters nearest Temple, Killeen uses Contracted Interpreters nearest Killeen. Out-of-area usage is discouraged and should be rare, both for the sake of the Contracted Interpreter and for the sake of cost containment.
- 6. Occasionally, lodging and per diem reimbursement may be necessary but should be rare. Any lodging or per diem must be approved in writing by the Workforce Center prior to the assignment.
- 7. Occasionally, the length of assignment, complexity of the assignment, or number of customers in the assignment may lead to the need for additional Contracted Interpreters or adjusted fees on a case-by-case determination. Staff will negotiate such details in advance.
- 8. Occasionally, events will occur off-site from the Workforce Center and/or will be sponsored by other groups. The provision of Contracted Interpreters for customers for off-site and non-sponsored events will be limited to customers enrolled in specific programs (e.g., WIA, CHOICES, J4MF, etc.) and limited to

events specifically related to the progress and success of those enrolled customers. Whenever possible, the Workforce Center will request that the sponsor of that event provide Contracted Interpreters at the sponsor's own cost.

- 9. Contracted Interpreters will be chosen for assignments based on the following considerations:
  - the best match of his/her skill with the assignment, with higher level certifications being used for more complex assignments and lower level certification being used for simpler assignments;
  - the availability of the interpreter;
  - the location of the interpreter;
  - the cost of the interpreter;
  - the comfort of the customer in working with the interpreter if known from previous experience;
  - NOT by any discriminatory reason.
- 10. After an Contracted Interpreter has been secured for an assignment, Staff will run a photocopy of the contract (2-sided) and will complete the box at the bottom of page 2, showing:
  - the date of assignment
  - estimated hours of assignment
  - program fund that will be used to pay for the assignment
  - the customer name
  - the staff authorizing the use of the interpreter
  - on rare occasions, details regarding additional costs, e.g., out-of-area fees, mileage, lodging, per diem, multiple interpreters, etc.
- 11. Staff will send the contract/assignment form to Accounts Payable, Belton Office, to be matched with the invoice that will follow after the assignment is completed. It is recommended that staff maintain a photocopy of the contract/assignment form as well. As far as is possible, the contract/assignment form should match the invoice that is received after the assignment is completed.

# Contract for Communication Access Services Interpretation for Deaf & Hard of Hearing Customers Workforce Solutions of Central Texas



## 1. CONTRACTOR INFORMATION

| Individual or Company Name                                                                       |                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EIN or SSN                                                                                       |                                                                                                                                                                  |
| Contact Name                                                                                     |                                                                                                                                                                  |
| Physical Address                                                                                 |                                                                                                                                                                  |
| Mailing Address                                                                                  |                                                                                                                                                                  |
| City                                                                                             |                                                                                                                                                                  |
| Zip Code                                                                                         |                                                                                                                                                                  |
| Phone Number                                                                                     | ☐ Preferred Method for Contact                                                                                                                                   |
| Alternate Phone Number                                                                           | ☐ Preferred Method for Contact                                                                                                                                   |
| Fax Number                                                                                       | ☐ Preferred Method for Contact                                                                                                                                   |
| Email Address                                                                                    | ☐ Preferred Method for Contact                                                                                                                                   |
| Services Offered                                                                                 | Interpretation for Deaf and Hard of Hearing customers                                                                                                            |
| Hourly Fee for Services                                                                          | \$ (Based on definitions and terms in Sections 2 & 3)                                                                                                            |
| Availability                                                                                     | □ Monday         Hours           □ Tuesday         Hours           □ Wednesday         Hours           □ Thursday         Hours           □ Friday         Hours |
| I certify that I hold the follow                                                                 | wing certificates (check all that apply):                                                                                                                        |
| the Deaf (RID), Lev an interpreter certifi (DARS) Office for I (BEI), Level National Interpreter | cate issued by the Texas Department of Assistive & Rehabilitative Services Deaf and Hard of Hearing Services, Board for Evaluation of Interpreter                |
| Signature                                                                                        | Date                                                                                                                                                             |

## 2. DEFINITIONS

Advance Notification: 24 hours prior to time when communication access services are needed.

**Cancellation**: Cancellations made with less than 24 hours prior notice may be billed for not more than one (1) billable hour at the discretion of the Contractor.

**Communication Access/Interpreting Services**: Provision of voice to sign, sign to voice, gestural to sign, sign to gestural, voice to visual, or visual to voice services for communication access provided by a certified interpreter.

Day: 8:00 a.m.—5:00 p.m. weekdays, Monday—Friday.

**Emergency**: A situation wherein communication access services are needed with less than 24 hours prior notification, billable at twice (2x) the hourly fee.

**Hourly Fee**: Fee charged for interpreting services provision. Partial hours are billable in 15-minute increments, after the first hour.

**Out-of Area Fee**: Fee to include travel time when round trip travel exceeds one hour, billed at the hourly fee rate. Mileage reimbursement will follow State regulations when mileage exceeds 25 miles round trip. No lodging or per diem reimbursement will be paid without prior approval in writing.

#### 3. TERMS OF AGREEMENT

In order to serve its customers, Workforce Solutions of Central Texas contracts with local persons to provide communication access/interpreting services for customers who are deaf and hard of hearing. The Contractor is qualified to provide such services and makes his/her services available on an as-needed basis.

Workforce Solutions of Central Texas will provide advance notification of the need for communication access/interpreting services for customers in its Workforce Centers and will provide detailed information on location, day, time, customer name, and nature of event, with an estimate of hours needed. Emergency notification may occur but will be avoided. Out-of-area assignments may occur but will be avoided.

Workforce Solutions of Central Texas is aware that the length of assignment, complexity of the assignment, or number of customers in the assignment are factors that may lead to the need for additional Contractors or adjusted fees on a case-by-case determination. Such details will be negotiated in advance.

Contractor is aware and understands that this Contract is for services on an as-needed basis and does not constitute a paid retainer and does not constitute a promise for any minimum use or payment.

Upon completion of services or after cancellation, Contractor will provide Workforce Solutions with an invoice detailing the services provided, including days, times, location, and customer name, along with allowable billing and fees. Workforce Solutions will issue payment promptly upon receipt of invoice.

| Date of Agreement: | to run for a term of <b>ONE YEAR</b> . |
|--------------------|----------------------------------------|
| CONTRACTOR         | WORKFORCE SOLUTIONS OF CENTRAL TEXAS   |
|                    |                                        |

### FOR OFFICE USE ONLY

| HOURS | PROG/FUND | CUSTOMER        | AUTHORIZED               |
|-------|-----------|-----------------|--------------------------|
|       |           |                 |                          |
|       |           |                 |                          |
|       |           |                 |                          |
|       |           |                 |                          |
|       |           |                 |                          |
|       |           |                 |                          |
|       | HOURS     | HOURS PROG/FUND | HOURS PROG/FUND CUSTOMER |