*****Massachusetts Department of***

***Elementary and Secondary Education***

### 75 Pleasant Street, Malden, Massachusetts 02148-4906 Telephone: (781) 338-3000 TTY: N.E.T. Relay 1-800-439-2370

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| Jeffrey C. Riley*Commissioner* |  |

**Massachusetts Department of Elementary and Secondary Education**

**Language Access Plan**

**Revised November 2018**

**A. Introduction**

The Massachusetts Department of Elementary and Secondary Education (DESE) has prepared this Language Access Plan (“LAP” or “Plan”) regarding access to agency services, programs, and activities for persons who have limited English proficiency. DESE will review and update this LAP every two years or as needed, to ensure continued responsiveness to and compliance with the Executive Office of Administration and Finance (ANF) Administrative Bulletin #16.

**B. Purpose**

The purpose of this plan is to ensure meaningful access to DESE’s services, programs and activities. The Plan is consistent with the requirements of Administrative Bulletin #16 as promulgated by ANF. In accordance with ANF Administrative Bulletin #16, a limited English proficient (“LEP”) person is someone who does not speak English as his or her primary language and who has a limited ability to read, speak, write or understand English.

**DESE’s Client Populations**

In keeping with DESE's statutory responsibilities, the programs, services and activities provided by DESE are primarily directed to public school educators. By statute, public school educators are required to be literate and fluent in English (G.L. c. 71A, Section 2, as amended by Chapter 138 of the Acts of 2017). Therefore, these individuals have access to all of DESE's information, services, programs and activities.

As a service to school districts, DESE has provided translated documents that districts may use to provide important information to LEP families of students in the district. Similarly, DESE has provided translated documents that approved special education day and residential schools serving publicly-funded students may use to provide to important information to LEP parents and guardians. DESE has also provided translations of key documents for Adult Basic Education (ABE) programs serving individuals who have limited English proficiency. Examples of documents translated by DESE for use by districts, approved special education programs and ABE programs are included in Attachment 1.

DESE also provides services directly to members of the public through its Problem Resolution System (PRS). Through PRS, DESE handles complaints that allege a school or a district is not meeting legal requirements for education. Anyone, including parents, students, educators, community members, and agency representatives, may contact PRS for assistance. PRS’ intake form and its information guide are translated into nine languages.

**C. Agency Description**

DESE's work includes licensing educators, distributing state and federal education money, helping districts implement learning standards, overseeing statewide standardized tests, monitoring schools and districts, and convening districts and individuals to share best practices. In addition, DESE collects data to inform state and local decisions. In pursuit of these student outcomes, DESE will:

**Strengthen standards, curriculum, instruction, and assessment**

The Massachusetts Curriculum Frameworks are designed to increase academic aspirations and raise expectations for learning. By setting and measuring high expectations, deepening professional learning for educators, and supporting child-first instruction, DESE aims to support Massachusetts educators in implementing high quality instruction that is aligned to our state’s strong standards. The Next Generation Massachusetts Comprehensive Assessment System (NextGen MCAS) is aligned to those high standards and designed to provide districts with feedback on student progress in attaining the standards.

**Promote educator development**

DESE aims to ensure that all students have access to highly skilled educators by supporting a cycle of continuous improvement and identifying opportunities to develop and retain highly effective educators. The Commonwealth’s approach to educator development involves setting high standards for educators, evaluating educators based on those standards, and providing targeted professional development. DESE is also deeply engaged in strengthening the educator workforce by implementing more rigorous educator preparation program review standards, implementing performance assessments at the pre-service stage for administrators and teachers, and facilitating continuous improvement with educator preparation programs and the districts they serve.

**Support social-emotional learning, health, and safety**

Research and experience demonstrate that preparing all students for success (in school, the workplace, civic life, and more) includes attending to their social-emotional and health development. Furthermore, academic and social-emotional competencies are mutually reinforcing. Key levers in this work include safe and supportive school climate and culture, and effective family engagement. DESE is committed to building out supports and policies in partnership with practitioners in the field and other state agencies to advance this work in the Commonwealth, both in and out of school. It is our goal to promote systems and strategies that foster safe, positive, healthy, culturally competent, and inclusive learning environments that address students’ varied needs and improve educational outcomes for all.

**Turn around the lowest performing districts and schools**

The state’s lowest performing schools require additional resources and evidence-based interventions to support their rapid improvement. Our mission is to turn around underperforming schools and districts by supporting sustained improvement, so that all students have access to high-quality, culturally relevant learning opportunities that prepare them for successful futures. We know that if we can support our lowest performing schools in establishing a community of practice through leadership, shared responsibility, and professional collaboration; employing intentional practices for improving instruction; providing student specific supports and instruction to all students; and providing appropriate social, emotional, and behavioral supports in order to create a safe, orderly, and respectful learning environment for students and teachers, then schools will achieve meaningful improvements in student learning, so that students are prepared for success after high school.

**Enhance resource allocation and data use**

Education systems face a common challenge of delivering the best possible outcomes with limited resources. DESE aims to provide districts with data and tools to examine their local context and best practices so that they can make smart resource decisions to address their students' needs. Through technical assistance, guidance, and programming, the agency is committed to supporting educators in employing data and evidence effectively to continuously improve their work.

**D. Language Access Plan**

The DESE Language Access Plan will be implemented subject to the availability of fiscal resources. This Language Access Plan represents DESE's administrative blueprint to assist school districts in providing access for limited English proficient individuals to information on school and district services, programs, and activities. This Language Access Plan outlines the tasks DESE will undertake to meet this objective.

1. DESE Language Access Coordinator:

 Helene Bettencourt, Associate Commissioner

 Communication and Planning

Department of Elementary and Secondary Education

75 Pleasant Street

Malden, MA 02148

781-338-3120

hbettencourt@doe.mass.edu

1. Agency Language Access Needs Assessment:

DESE has translated a number of important documents for school districts to use to provide information for LEP parents and guardians. This has been done as a service for the districts. In addition, the DESE Language Access coordinator will survey agency administrators periodically to collect information on new or additional documents designed for parents that should be translated. In consultation with the Commissioner of Elementary and Secondary Education, the coordinator will prioritize which new documents should be made available for parents and guardians in at least the threshold language of Spanish (see 2a. for determination of the 5 percent threshold). The coordinator will assess the funding that is available for the translation and will establish timelines and procedures.

a. Language Makeup of Client Population

As noted above, in keeping with DESE's statutory responsibilities, the agency's primary client population is public school educators. By statute, public school educators are required to be literate and fluent in English (G.L. c. 71A, Section 2, as amended by Chapter 138 of the Acts of 2017).

DESE monitors districts for compliance with their legal duty to translate certain important documents into the major languages spoken by LEP parents and guardians. See DESE's Coordinated Program Review Instruments[[1]](#footnote-1): Civil Rights and Other General Education Requirements, *Criterion number 7, Information to be translated into languages other than English*; and Approved Day and Residential Special Education School Programs: Program and Mid-cycle Review Procedures, *Criterion number 15.3, Information to be translated into languages other than English*.

In addition, an individual may file a complaint with DESE's Problem Resolution System[[2]](#footnote-2) if he/she believes a district is not meeting its legal obligations. To assist individuals in filing complaints, DESE has translated the intake information form into nine languages and also translates correspondence with LEP parents. See Appendix A page 10 for listing of languages.

As a service to school districts, DESE has provided a number of translated documents for their use to provide to LEP parents. DESE uses the 5 percent threshold figure referred to in the Language Access Policy and Implementation Guidelines as guidance for determining which language(s) it should translate documents into for LEP parents. The most recent data indicate that 79.1 percent of the students are native English speakers and 20.9 percent have a first language other than English. The 20.9 percent represent more than 135 languages other than English spoken by more than 199,600 students, out of a total of approximately 954,000 students. Of the 199,600 students whose first language is not English, approximately 97,300 (10.2 percent of the total Massachusetts student population) are considered English language learners.

The number of students statewide with a first language other than English ranges from 1 student in each of 7 languages to a high of 97,253 in Spanish. The percentage of Spanish speaking ELL students statewide is 10.2 percent of the total student population.

Therefore, in accordance with the 5 percent threshold guideline, Spanish is the language that DESE will address, at a minimum, for the constituent group of families who may have limited English proficiency. DESE in fact goes beyond this language group in a number of its program areas. (See Attachment 1)

b. Points of Contact between Agency and Client Population

The Department of Elementary and Secondary Education is located at 75 Pleasant Street, Malden, MA 02148-4906, Voice: 781-338-3000, TTY: 800-439-2370,Web: <http://www.doe.mass.edu>

1. Language Service Protocols:

Resources: On an as needed basis, and primarily for the translation of documents for LEP parents, DESE makes use of the foreign language translation services available under the Commonwealth's Statewide Contract, PRF 63 which ends on 6/30/19. Attached is the most current Contract User Guide.

Protocols: Each DESE Center will use the Commonwealth’s Statewide Contract PRF 63 for translation of documents that are for distribution to parents and for translation services to support a public meeting or event.

The DESE’s Language Access Coordinator will use the Commonwealth’s Statewide Contract PRF 63 for interpretation services. These services will be available to DESE staff who require interpretation services via phone or in person on an as needed basis.

Access to Resources: DESE will work to ensure that the language access protocols it develops are designed to provide LEP individuals with easy access to its services, requiring minimal approval and documentation to implement. This includes access to the specific interpretation and translation services identified above in section III(2)(a) in accordance with DESE’s language service protocols.

1. Document Translation:

DESE has compiled a listing of the agency’s vital documents that have been translated, in whole or in part. See Attachment 1 for information on DESE documents that have been translated.

1. Website Content:

The current translated documents that are appropriate for placement on the DESE website are placed at <http://www.doe.mass.edu/>. As additional documents, appropriate for posting, are translated, they will be placed on the website. The DESE website also includes Google Translate that provides the ability to translate all website content.

1. Staff Training:

In addition to posting the LAP on its website, the DESE will post the LAP on its intranet webpage where other DESE policies, procedures, and plans are placed. Staff will be informed of this through an all staff email from the commissioner's office, and unit administrators will ensure that as new documents are produced that would be useful for families they are translated for district use. Newly hired staff will be informed of the LAP through the on boarding process.

1. Notice to Public:

The DESE will post the LAP on its website. Copies will be made available upon request via a link to the website or in hard copy form consistent with the state public records law.

1. Agency Monitoring:

The DESE Language Access Plan coordinator will be responsible for periodically monitoring compliance with the Commonwealth's Language Access Policy and Guidelines. The monitoring will include assessing the needs for any changes in the LAP and its protocols. An aspect of the monitoring will include an annual discussion of the Plan's implementation at a Senior Staff meeting of the commissioner, associate commissioners, and others. Also, the LAP coordinator will meet with the DESE human resources/diversity director to discuss distribution of the Plan to new employees to determine if additional information is needed. The LAP coordinator will meet annually with the chief information officer of the Executive Office of Education on the status of translated documents on the agency's website. In addition, the LAP coordinator will participate, as appropriate, in discussions of major new DESE initiatives as they may pertain to the agency's LAP.

The coordinator will take the lead in the review and update, on a biannual basis as needed, of the LAP Plan in order to ensure continued responsiveness to and compliance with ANF Administrative Bulletin #16.

1. Complaints regarding the ESE Language Access Plan:

***Language Access Complaint Procedure***

Individuals may file a complaint with the DESE Language Access coordinator or the Office of Access and Opportunity if they believe they have been denied the benefits of this Plan. Written complaints must be filed within 6 months of the alleged denial. To file a complaint with the Language Access coordinator, submit the written complaint to:

Helene Bettencourt, DESE Language Access Coordinator

Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street

 Malden, MA 02148-4906

781-338-3120, Email Address: hbettencourt@doe.mass.edu

To file a complaint with the Office of Access and Opportunity, please submit the written complaint to the attention of:

Jabes Rojas, Deputy Chief of the Office of Access and Opportunity

State House, Room 373

Boston, MA 02133

(617) 725-4000, Email Address: Jabes.Rojas@state.ma.us

11/9/18

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| Date |  | Date |
| Jeffrey C. RileyCommissioner of Elementary and Secondary Education |  | James PeyserSecretary of Education |
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**Attachment 1**

**Massachusetts Department of Elementary and Secondary Education**

**Translated Documents**

**July 2018**

## **1. Adult Basic Education Learner Consent Form and Translations**

The ABE Learner Consent Form is provided in 30 languages. Teachers may download the form in the student's native language, or, if the student is not literate in his/her native language, the teacher may play an audio interpretation for the student and have the student sign the consent form.

|  |  |
| --- | --- |
| **ABE Learner Consent Form** | **ABE Learner Consent Form** |
| EnglishAlbanianAmharicArmenianArabicBulgarianBurmeseCape Verdean CreoleChinese-CantoneseChinese-MandarinFarsiFrenchGreekHaitian CreoleHindi  | JapaneseKhmerKoreanLaoMacedonianNepaliPolishPortugueseRussianSomaliSpanishThaiUkrainianUrduVietnamese  |

## Americans with Disabilities Act Information for ABE Programs: Translations

|  |  |
| --- | --- |
| **Public Notice and Grievance Procedure** | **Public Notice and Grievance Procedure** |
| EnglishAlbanianArabicCambodianCantoneseCape VerdeanHaitian Creole | KoreanMandarinPolishPortugueseSpanishVietnamese |

Note: Russian and Chinese versions are available from the Office of Adult and Community Learning Services by postal mail.

## **2. Massachusetts Comprehensive Assessment System (MCAS)**

## **MCAS Parent/Guardian Report Templates**

These reports are designed to assist parents in reviewing their children's MCAS results and in understanding how MCAS scores are reported.

| **Language** | **Language** |
| --- | --- |
| Arabic Grades 3-8 and 10Arabic High School ScienceCrioulo Grades 3-8 and 10Crioulo High School ScienceChinese (Traditional) Grades 3-8 and 10Chinese (Traditional) High School ScienceHaitian Creole Grades 3-8 and 10Haitian Creole High School ScienceKhmer Grades 3-8 and 10Khmer High School Science | Korean Grades 3-8 and 10Korean High School SciencePortuguese Grades 3-8 and 10Portuguese High School ScienceRussian Grades 3-8 and 10Russian High School ScienceSpanish Grades 3-8 and 10Spanish High School ScienceVietnamese Grades 3-8 and 10Vietnamese High School Science |

The parent/guardian report templates are translated into the ten languages listed above. A Spanish translation of the grade 10 MCAS mathematics test and retests, mathematics reference sheet, answer booklet, practice test, and instructional scripts (in the Test Administrator's Manual that are read aloud to students) is also available. In addition, a letter to parents of students who have not met the Competency Determination standard has been translated into 10 languages, along with a form that they sign if they do not want their child to participate in an optional retest. The DESE makes these translated letters available to schools to use in order to document their efforts to encourage students who have not earned their Competency Determination to participate in MCAS retests.

## **3. Nutrition Materials**

The Free and Reduced Price Meal Application for the schools is translated into Spanish. It is available in several additional languages through USDA: <http://www.fns.usda.gov/cnd/frp/frp.process.htm>.

Training materials for food safety have been translated with the MA Partnership for Food Safety Education into Bosnian, Chinese, Greek, Haitian, Khmer, Portuguese, Russian, Spanish, and Vietnamese. Promotional materials supporting outreach for the School Breakfast and Summer Food Service Programs are translated into Chinese, Haitian-Creole, Khmer, Portuguese, Russian, Spanish, and Vietnamese.

## **4. Report Cards**

Report cards are critical tools for promoting accountability for schools, districts, and states by publicizing data about student performance and program effectiveness for parents, policy makers, and other stakeholders. Report cards help parents/guardians and the general public see where schools and districts are succeeding and where there is still work to do. States and districts receiving federal Title I funds must prepare and disseminate report cards to all parents/guardians.

DESE provides sample Parent/Guardian Notification notices in English and other commonly-spoken languages.

## **5. Program Monitoring/Problem Resolution System Materials**

Through its [Coordinated Program Review (CPR) system](http://www.doe.mass.edu/pqa/prs/) DESE is responsible for monitoring compliance with special education, civil rights, and English language learner services in public school districts, charter schools, Collaboratives and special education approved private schools. As part of the special education and English language learner reviews, parent of students in these programs are surveyed according to what is identified as the primary language of the home. Both the survey and the accompanying cover letter which describes the purpose and importance of parental feedback are translated. Parent representatives and Parent Advisory Committee members are also interviewed.

As noted in the DESE Language Access Plan, it is school districts' responsibility to ensure access to services, programs, activities, and information for students who have limited English proficiency and their families. To ensure that this access is being provided, the DESE monitors on a 6 year cycle the more than 400 public school districts, charter schools, Collaboratives and approved private special education schools serving publicly-funded students for compliance with translating important information and documents into the major languages spoken in the district. This includes having a system of oral interpretation for families who may have limited English proficiency.

Also, DESE manages a Problem Resolution System (PRS) which receives, reviews, and resolves concerns from the public regarding students in local public school districts, private special education schools, charter schools and Collaboratives who are alleged to not be receiving educational services to which they are entitled. Reviewable language - related issues include access to interpreters and translated notices, and ensuring the provision of English language learner educational services and programs as required by law. Materials associated with the Problem Resolution System including the PRS brochure, intake information form, and correspondence with the district and parents are currently available translated into Arabic, Cape Verdean, traditional Chinese, Haitian Creole, Khmer, Vietnamese, Portuguese Spanish, and Russian.

## **6. Special Education Materials**

As a service for school districts, DESE has translated the special education Individualized Education Program (IEP) related forms/notices into the sixteen languages listed below. These and other translated materials are on the special education page of the DESE website <http://www.doe.mass.edu/sped/>.

| **Language** | **Language** |
| --- | --- |
| AlbanianArabicCape VerdeanChineseFrenchHaitian CreoleHmongJapanese | KhmerKoreanLaotianPortugueseRussianSomaliSpanishVietnamese |

The Special Education Parents' Rights Brochure is translated into Spanish and Portuguese.

***Special Education*** ***Translation Glossaries***

To further assist school districts in providing translated information to parents, a translation glossary of common special education terms is available in each of the above listed languages. Each translation glossary lists seventy-nine (79) English terms and their foreign language equivalents as used throughout the translated documents. Examples of the terms are: accommodation, developmental delay, general curriculum, initial evaluation, positive behavioral supports, and agency names such as Department of Elementary and Secondary Education and Bureau of Transitional Planning. By providing these glossaries to individuals completing district-level translations, school districts can ensure that parents receive documents translated in a consistent manner.

**PRF63, Foreign Language Interpretation and Translation Services**

**UPDATED:** 10/18/2018

**Contract #:** PRF63

**MMARS MA #:** PRF63\*

**Initial Contract Term:** 7/1/2016 to 6/30/2019

**Maximum End Date:** 2 Options to Renew Through 6/30/2021

**Current Contract Term:** 7/1/2016 to 6/30/2019

**Contract Manager:** Sorraia Tavares (617) 720-3304 Sorraia.Tavares@state.ma.us

**This Contract Contains:** Small Business Purchasing Program, Supplier Diversity Office (SDO) Businesses and Prompt Payment Discount Program.

**UNSPSC Codes:** 82-11-00 Writing and Translations

82-14-20 In Person Language Interpretation

**\*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).**

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**Contract Summary**

This contract covers Foreign Language Interpretation, Translation, Telephonic Interpretation and Video Remote Interpretation Services. [American Sign Languages (ASL) is not covered under this contract but is available through Massachusetts Commission for the Deaf & Hard of Hearing (MCD) under their contract MCD06-[PO-18-1067-MCD01-MCD01-13286](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-18-1067-MCD01-MCD01-13286&releaseNbr=0)].

PRF63 has 30 active vendors, as identified in [COMMBUYS](https://www.commbuys.com/bso/)under the PRF63 Master Blanket Purchase Orders (MBPO).

**Services Available:**

* Foreign Language Interpretation Services
* Translation Services
* Telephonic Services
* VRI (Video Remote Interpretation Services)

**Contract Categories**

This contract includes 4 categories of service as listed below.

In-Person Interpretation Services
Translation Services
Telephonic Interpretation

Video Remote Interpretation

**Benefits and Cost Savings**

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth’s buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

* Potential user savings through the new rate cap on contract. See price table.
* Twenty-nine (30) active vendors with over 340 languages represented on contract
* Solution-based contract through sub-agreements (“Statement(s) of Work”)
* Departments can negotiate a maximum rate equal to, or lower than, listed rates
* Volume discount rates available from select vendors
* Expedited services at no additional charge from select vendors
* NEW lower minimum engagement commitment of 1 hour
* Hiring entities will not pay additional invoices related to project based engagements.

**Find Bid/Contract Documents**

Direct Link to each PRF63 MBPO is below:

In-Person Interpretation Services [**PO-17-1080-OSD03-SRC3-00000007881**](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007881&releaseNbr=0)

Translation Services [**PO-17-1080-OSD03-SRC3-00000007882**](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007882&releaseNbr=0)

Telephonic Interpretation [**PO-17-1080-OSD03-SRC3-00000007883**](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007883&releaseNbr=0)

Video Remote Interpretation [**PO-17-1080-OSD03-SRC3-00000007884**](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007884&releaseNbr=0)

To find all contract-specific documents, including the Contract User Guide, RFR, Price Sheet, specifications, and other attachments, visit [COMMBUYS.com](http://www.commbuys.com/)  and search for PRF63 to find related Master Blanket Purchase Order (MBPO’s) information. All common contract documents are located in the “Conversion Vendor” Master Blanket Purchase Order (MBPO) for PRF61 and can be accessed directly by visiting [PO-17-1080-OSD03-SRC3-00000007999](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007999&releaseNbr=0&parentUrl=contract)

**Who Can Use This Contract**

**Applicable Procurement Law**

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

**Eligible Entities**

Please see the standard list of Eligible Entities on our [Who Can Use Statewide Contracts](http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/buy-from-a-state-contract/info-statewide-contract-purch/who-can-use-statewide-contracts/) webpage.

**Subcontractors**

The awarded vendor’s use of subcontractors is subject to the provisions of the Commonwealth’s Terms and Conditions and Standard Contract Form, as well as other applicable terms of this Statewide Contract.

**Pricing, Quote and Purchase Options**

**Purchase Options**

* Purchases made through this contract will be direct, outright purchases
* This is a fee for service contract

**Quotation Requirements**:

Multiple quotes must be obtained for all engagements except in case of an emergency.

**Compensation Structure/Pricing & Expenses:**

* Execute a sub-agreement (“Statement of Work”) before any a hiring engagement begins;
* The “Price Table” is on the Attachments Tab in COMMBUYS
* Rates include delivery of a final product: *i.e.* development, editing and finalization;
* Rates also include: travel, communications, overhead, overtime;
* Invoices are required to be submitted within 30 days; and
* Some expedited service rates are equal to routine service rates or a small percent additional (see pricing).
* Most engagements will not be bid at the cap rate. Eligible Entities and awarded PRF63 vendors may negotiate lower rates as part of the bid process. **This includes all negotiations related to the one-hour minimum for services. Eligible Entities may choose to increase the one-hour minimum, on a case-by- case basis to facilitate services related to languages of limited diffusion.**
* Negotiated rates may be published by the Eligible Entities as part of the bid records in COMMBUYS.
* Purchases under PRF63 must be recorded in COMMBUYS. Refer to section below for instructions on how to purchase services through PRF63 COMMBUYS MBPOs.
* *Per Hour/ Per Word/ Per Minute Rates:* Please see PRF63 Price Table for a detail review of rates under the contract and the full list of available languages by vendor.

**Invoicing:** All bills/invoices must minimally include:

* Assignment name.
* Hours billed/invoiced and Statewide Contract hourly rate or portion of project billed:
	+ *Hourly rate:* Identify account manager or other vendor agent and applicable hourly rate.
	+ *Project based:* Identify portion of project billed and balance remaining, but not an average rate.
	+ Supporting documents must accompany billing/invoicing received by an engaging entity.
	+ Totals should be reviewed for correctness by engaging entity prior to approval.
	+ Total billed/invoiced must meet the Commonwealth’s requirements if audited.

**Executive Departments:** All Executive Departments are required to use statewide contracts for their purchases if the goods/services they seek are available on a statewide contract. Executive agencies are required to utilize COMMBUYS for all related statewide contract purchasing activity. For further details please see the [Best Value Procurement Handbook](http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/).

**Eligible Entities:** All other Non-Executive Eligible Entities are encouraged to utilize COMMBUYS for all statewide contracts purchasing activity, however the use of COMMBUYS is not required. Non-Executive Eligible Entities may order via email, phone or fax as allowed by the vendor. To ensure that you are being offered statewide contract pricing, contract users should identify and reference the contract number PRF63 when contacting the vendor for quote activity or placing an order.

**Pricing Options**

* **Ceiling/Not-to-Exceed:** Contract discounts and other pricing published under the contract represents “ceiling” or “not-to-exceed” pricing, and may be further negotiated.

**Product/Service Pricing and Finding Vendor Price Files**

PRF63 rates are available under the Conversion Master Blanket Purchase Order MBPO [**PO-17-1080-OSD03-SRC3-00000007999**](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007999&releaseNbr=0&parentUrl=contract)

**Eligible Entities:** To receive contract item information and/or quotes, Non-Executive Department buyers may contact vendors directly.

**Setting Up a COMMBUYS Account**

COMMBUYS is the Commonwealth’s electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or COMMBUYS@state.ma.us.

When contacting a vendor on statewide contract, always reference PRF63 to receive contract pricing.

**Quick Search in COMMBUYS**

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate the MBPOs for PRF63. Select Contract/Blanket or Catalog from the drop-down menu.

**How To Purchase From The Contract**

**Once logged into COMMBUYS, select DOCUMENTS > REQUISITIONS > NEW**

* **General Tab**
	+ In the drop-down menu for **Requisition Type**, be sure to select “Release.”
	+ On the right hand side, select solicitation enabled.
* **Items Tab-** This Tab will allow you to search and add items from any of the five PRF63 MBPOs; however, items can only be selected from a single MBPO at a time per requisition. Please follow the instructions and see below for a list of all five MBPOs.
	+ Select **Search Items** and click the + to open **Advance Search** fields.
	+ Type “PRF63” into the **Description** field and Find It.
	+ Review the **Item Description** to identify the correct PRF63 MBPO service category and area of expertise.
	+ Select and add **Quantity** for the category and service area of expertise. Please Note that items can only be selected from one MBPO at a time per requisition.
	+ Click **Add to Req. & Exit**.
	+ For each line item added to the Requisition you will need to add the estimated Project or Hourly Catalog Price/Unit Cost. To do so, click **Enter Info.**
	+ Select vendors to quote under the **Distributors Tab.**
	+ Please follow the quote requirements when selecting vendors under the vendor sub tab.
* **Address Tab**
	+ Enter the Bill To and Ship to address for the Purchasing Entity.
* **In the** **Attachment Tab**, you will need to attach the following:
	+ Statement of Work.
	+ Any other bid document (s) at your discretion.
* **Summary Tab**
	+ Review your Solicitation Enabled Release Requisition.
	+ Send for Approval.

**Distributor Model Master Blanket Purchase Orders (MBPOs)**

*Refer to* [www.COMMBUYS.com](http://www.commbuys.com/)

* + Click on “Advanced Search” to search by “Document Type.”
	+ Select “Contract/ Blankets.”
	+ Type in “PRF63” in the “Contract/ Blankets Description” search field to find the distributor model Master Blanket Purchase Orders (MBPOs) for MBPOs listed below:

|  |  |
| --- | --- |
| [**PO-17-1080-OSD03-SRC3-00000007881**](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007881&releaseNbr=0) | PRF63-In-Person Interpretation Services |
| [**PO-17-1080-OSD03-SRC3-00000007882**](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007882&releaseNbr=0) | PRF63-Translation Services |
| [**PO-17-1080-OSD03-SRC3-00000007883**](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007883&releaseNbr=0) | PRF63- Telephonic Interpretation |
| [**PO-17-1080-OSD03-SRC3-00000007884**](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007884&releaseNbr=0) | PRF63- Video Remote Interpretation |
| [**PO-17-1080-OSD03-SRC3-00000007999**](https://www.commbuys.com/bso/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007884&releaseNbr=0) | PRF63 Bid and Contract Documents |

* **Document items in COMMBUYS that have already been purchased**

This type of contract allows buyers to document a contract purchase in COMMBUYS that already has taken place through a Request for Payment Authorization (RPA) Release Requisition. It also allows MMARS users to easily keep track of spend. NOTE: MMARS and COMMBUYS do not interface –payment request and invoice should be reported in both MMARS and COMMBUYS separately.

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/commbuys/job-aids-for-buyers.html) webpage, and select:

* The COMMBUYS Requisitions section, and choose the How to Create an RPA Release Requisition job aid.

**Obtaining Quotes**

Contract users should always reference PRF63 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

**Instructions for MMARS Users**

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor. Contact the Comptroller Help and Support Desk at 617-973-2468 or via email at Comptroller.Info@state.ma.us for additional support.

**Emergency Services**

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](http://www.mass.gov/bb/regs/801021.html) defines emergency for procurement purposes. Visit the [Emergency Contact Information for Statewide Contracts](http://www.mass.gov/anf/docs/osd/emergency-response-supplies-services-and-equipment-contact-information.xlsx) list for emergency services related to this contract.

**Additional Information/FAQs**

**Translation and Interpretation Descriptions:**

**Interpreting:**

Interpreting is the process of fully understanding, analyzing, and processing a spoken message and then faithfully rendering it into another spoken language. Interpreters must be able to accurately convey the meaning from one language to another in a culturally appropriate manner, mindful of the setting in which they are rendering their services.\*

**Interpretation Services include:**

* Oral face to face interpretation (in-person)
* Telephonic Interpretation Services/Video Remote Interpretation (VRI. Services may take place in a variety of settings such as office buildings, medical facilities, hearing offices, schools, construction sites, individual and family homes, or other locations as deemed necessary.

Fee Structure for Interpretation Services are to be billed at an hourly rate with a minimum time agreed upon by the purchasing entity and the vendor, which shall be no shorter than one hour. Time beyond this minimum will be billed in 15-minute increments. Please review **RFR** **Section: 7** Compensation Structure for details on pricing and billing.

**Interpreters:**

Unless a Purchasing Entity has specified a longer period, Contractors are required to arrive at least fifteen (15) minutes prior to the scheduled time of on-site scheduled appointment in order to receive any instructions from the Purchasing Entity. The Contractor is responsible for taking all necessary actions to obtain adequate transportation, accurate times, locations, directions, telephone numbers, contact person(s) and any other information or actions to ensure that that they are present at the proper location at the time specified.

Contractors may be penalized for being late. Purchasing Entities may dock payment for the period Contractor was late from the total period of performance time. Contractors who are continually late may be terminated from the Statewide Contract for poor performance. Performance time shall consist of the total time the Contractor is on-site performing services under the Statewide Contract. This includes the time in advance of scheduled assignment **(usually 15 minutes** **unless a longer period is specified)**, any time preceding actual performance that the Contractor is waiting to begin performance due to delays not caused by the Contractor; such as time required by the Purchasing Entity to answer questions, or to receive any additional instructions from the Purchasing Entity. The Contractor must keep an accurate record of all performance time. The Purchasing Entity will certify this record on the completion of performance.

Upon request, Contractors may be asked to provide documentation about vaccination history.

The minimum billable time will be one (1) hour. Defaults (interpreter(s) who do not arrive for scheduled assignments will also be billed at one (1) hour.

**Telephonic/Video Remote Interpretation (VRI) Services:**

Contractors shall comply with all Federal and State wiretapping and recording statutes, including MGL Chapter 272, Section 99 by not directly or indirectly monitoring, taping, intercepting, or recording conversations without explicit consent;

The Contractor shall provide both scheduled and unscheduled telephonic interpretation services for non-English speaking individuals 24 hours a day and 7 days a week;

Contractors shall provide, at no extra cost to the Purchasing Entity, a dedicated, toll-free, number to access interpretation services. All costs for this toll-free access will be borne by the Contractor;

Contractors *shall not* require the Purchasing Entity to purchase or obtain a specific type of equipment to access telephonic interpretation services;

The Contractor must respond to incoming calls/requests for services within an average of 15 seconds (for a live agent) or 5 seconds (for an automated voice response system);

The Contractor shall maintain an average monthly successful connection (to interpreter) time, *for all languages provided*, of 30 seconds or less.

All Interpreters provided by the Contractor shall be pre-qualified, tested and trained for industry standard terminology and agree to adhere to the American Society of Testing and Materials (ASTM) standard interpretation guide;

The Contractor shall provide 24-hour, toll free, Customer Support line attended to by live representatives;

Contractors must prioritize emergency, time critical, and non-time critical calls; (*i.e*. hotline and emergency room, case worker in the field). For conference call or Video Remote Interpretation (VRI) billing purposes, the contractor may bill only for the actual time an interpreter participates on a call. The time required to set-up the conference call prior to the interpreter joining the call and any continuation of the conference call once the interpreter has dropped off, will not be chargeable time. The contractor may not terminate the conference call at any time before all parties to the call have dropped off, regardless of whether the services of the interpreter are no longer needed. (i.e. the Contractor must maintain the conference call connection as long as at least 2 parties are still connected.) There will be an announcement at end of call or VRI, so all parties can disconnect.

The Contractor shall provide an Account Team that is dedicated to support the activities provided under this initiative.

 **Translators:**

“Translators work with the written word, converting text from a source language into a target language. This is far more than replacing one word with another. The translation must also convey the style, tone and intent of the text, while taking into account differences of culture and dialect. The finished document should read as if it had originally been written in the target language for the target audience.”\*

**Translation Services:**

* The Contractor shall be capable of receiving Source Language documents by facsimile, e-mail or other electronic means (i.e. Microsoft Word, PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by facsimile, e-mail or other electronic means.
* From the Source Language to the Target Language, the written text of the Target Language will be determined by the Statement of Work (SOW) of the Purchasing Entity.
* The Contractor shall provide all language translation services for languages or dialects at the per word rates of the Source Language as provided within the Cost Table/Price Sheet.
* Translation documents must be delivered in both “Word” and “PDF” unless instructed differently by the Purchasing Entity.
* In expedited situations the Purchasing Entity will determine how the written document translation shall be completed in terms of word count or number of pages of the Target Language translation.

\*T&I Descriptions, NAJIT, March 5, 2016

**Geographical Service Area**

**Regional Coverage**

* Zone 1 (Western MA/Berkshire)
* Zone 2 (Pioneer Valley)
* Zone 3 (Central MA)
* Zone 4 (Boston Metro including the Harbor Islands)
* Zone 5 (Northeastern MA)
* Zone 6 (Southeastern MA)
* Zone 7 (Cape Cod & the Islands)
* Zone 8 (Statewide)



**Other Discounts**

* **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the [Vendor List and Information](#_Vendor_List_and) section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth’s Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment “issue” is the date a payment is considered “paid” not the date a payment is “received” by a Contractor.

**Performance and Payment Time Frames Which Exceed Contract Duration**

*All*  agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes for twelve (12) calendar months. No written agreement shall extend more than 12 months beyond the current contract term of this Statewide Contract as stated on the [first page](#_top) of this contract user guide. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

**Strategic Sourcing Team Members**

* Omar Cabrera DPH
* Charles Caron DPH
* Cynthia Cheek EHS
* Patricia Cody MRC-DDS
* Joy Connell DMH
* Marisa De La Paz Chase EOL
* Tim Dolan DTA
* Susan Guiney Burke MRC-DDS
* Jodi Paris Anastos OSD
* Emanuel Ramos DTA
* Christopher Silva DTA
* Sorraia Tavares OSD
* Margaret Van Gelder DDS
* Nhat Le MOBD

**Vendor List and Information\***

| **Vendor** | **MMARS Vendor Code and Vendor Line** | **Contact Person** | **Phone #** | **Email** | **Discounts****(PPD)** |
| --- | --- | --- | --- | --- | --- |
| PRF63 Bid and Contract Documents. (Master Contract Record ) | N/A | Sorraia Tavares | 617-720-3304 | Sorraia.Tavares@state.ma.us  | n/a |
| Baystate Interpreters, Inc.  | VC0000251614 Line 1 | Darrin Brooks | 978-632-1662 | dbrooks@baystateinterpreters.com  | See Appendix A |
| Catholic Charitable Bureau of the Archdiocese of Boston | VC6000162789 Line 2 | Marjean Perhot | 617-464-8101 | marjean\_perhot@ccab.org  | See Appendix A |
| Central MA Area Health Education Center  | VC6000168529 Line 3 | John True | 508-756-6676 | jtrue@centerforhealthimpact.org  | See Appendix A |
| Certified Languages International  | VC0000718066 Line 24 | Dickey McMath | 503-484-2317 | dmcmath@certifiedlanguages.com  | See Appendix A |
| CPSL USA Corporation  | VC0000838467 Line 25 | Tenesoya Pawlowsky | 480-600-0707 | tpawlowsky@cpsl.com  | See Appendix A |
| Cross Cultural Communication Systems, Inc. (CCCS) | VC6000182416 Line 4 | Linda Demmons | 781-729-3736 | Linda\_contracts@embracingculture.com  | See Appendix A |
| CTS LanguageLink  | VC6000264087 Line 5 | Sarah Gamble | 360-433-0441 | contracts@ctslanguagelink.com  | See Appendix A |
| Fox Translation Services  | VC0000840511 Line 27 | Dina Reed | 407-733-3720 | dina@foxcasemanagement.com  | See Appendix A |
| Global Link Language Services, Inc.  | VC0000237702 Line 15 | Anthony Federico | 617-451-6656 | afederico@languagetranslate.com  | See Appendix A |
| Indus Translation Services  | VC0000838469 Line 22 | Farah Kamran | 732-889-1490 | farah@industranslation.com  | See Appendix A |
| InterpreterLink  | VC0000637013 Line 14 | Madeline Cruz |  413-883-4330 | info@certifiedinterpreterlink.com  | See Appendix A |
| Interpreters and Translators, Inc.  | VC0000375267 Line 6 | Diana Pagano | 860-818-1710 | dpagano@ititranslates.com  | See Appendix A |
| Interpreters Associates, Inc.  | VC0000558614 Line 7 | Art Liebl  | 617-886-5110 | aliebl@interpretersassociates.com  | See Appendix A |
| Interpreters Unlimited, Inc. | VC0000538974 Line 16 | Shamus Sayed | 858-866-1130 | shamus.sayed@iugroup.com | See Appendix A |
| JRivera Associates, Inc.  | VC0000838466 Line 28 | Jose R. Rivera  | 209-405-0951 | mrr@jriva.com  | See Appendix A |
| JTG, Inc.  | VC6000251466 Line 29 | Leyla Blanco | 571-527-2794 | lblanco@jtg-inc.com  | See Appendix A |
| Keylingo Translations  | VC0000610059 Line 17 | Richard Dealy | 781-556-1088 | richard.dealy@keylingo.com  | See Appendix A |
| Language Bridge, LLC | VC0000375322 Line 8 | Lyudmila Dubinchik | 413-478-2598 | mila\_dubinchik@comcast.net  | See Appendix A |
| Language Connections, Inc.  | VC0000817450 Line 9 | Frederique Ellis | 617-277-4204 | Frederique.ellis@languageConnections.com  | See Appendix A |
| Language Line Services | VC6000262968 Line 10 | LeRue Carr | 831-648-5575 | Lcarr@languageline.com  | See Appendix A |
| Languages Translation Services  | VC0000840521 Line 21 | Daniel Shamebo Sabore | 253-835-0107 | info@advancedtranslationservices.com  | See Appendix A |
| Lingualinx  | VC0000375305 Line 18 | Colin Melanson | 518-388-9000 | cmelanson@lingualinx.com  | See Appendix A |
| Lionbridge Technologies, Inc. | VC0000838464 Line 26 | John Drugan | 978-964-9550 | john.Drugan@lionbridge.com  | See Appendix A |
| NWI Global  | VC0000838461 Line 23 | Vic Marcus | 360-823-4305  | vmarcus@nwiglobal.com  | See Appendix A |
| Patricio Endara Translations  | VC6000207968 Line 11 | Patricio Endara | 508-736-7030 | pendara@verizon.net  | See Appendix A |
| Powerling Inc. | VC0000841297 Line 30 | Anette Van De Loo | 617-935-5678 | a.vandeloo@powerling.com  | See Appendix A |
| Rapport International  | VC0000176807 Line 12 | Wendy Pease | 978-443-2540 x101 | wendypease@rapportintl.com  | See Appendix A |
| Telelanguage | VC0000838436 Line 20 | Manuela Villa | 503-459-5655 | mvilla@telelanguage.com  | See Appendix A |
| TransFluenci, LLC  | VC0000360734 Line 13 | Jessica Ridley | 413-737-1888 | jessica@transfluenci.com  | See Appendix A |
| TransPerfect Global  | VC6000215571 Line 19 | Michael Macrina | 202-347-2300 | mmacrina@transperfect.com  | See Appendix A |

\*Note that COMMBUYS is the official system of record for vendor contact information.

\*\* MBPO [PO-17-1080-OSD03-SRC3-00000007999](https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=PO-17-1080-OSD03-SRC3-00000007999&releaseNbr=0&parentUrl=contract) is the master contract record for all common contract files.

**Appendix A**

| **Vendor Name** | **SDP Percentage** | **PPD - 10 Days** | **PPD - 15 Days** | **PPD - 20 Days** | **PPD - 30 Days** |
| --- | --- | --- | --- | --- | --- |
| Baystate Interpreters, Inc.  | .50% | 1% |  |  |  |
| Catholic Charitable Bureau of the Archdiocese of Boston | 15% | 2% | 1% |  |  |
| Central MA Area Health Education Center  | 7% | 1% |  |  |  |
| Certified Languages International  | 5% | .5% |  |  |  |
| CPSL USA Corporation  | 15% | 1.5% |  |  |  |
| Cross Cultural Communication Systems, Inc. (CCCS) | 18% | 1.5% | 1% | .75% | .5% |
| CTS LanguageLink  | 5% | 2% | 1.5% | 1% |  |
| Fox Translation Services  | 5% | 4% | 3% | 2% | 1% |
| Global Link Language Services, Inc.  | 15% | 2% |  |  |  |
| Indus Translation Services  | 5% | 4% | 3% | 2% | 1% |
| InterpreterLink  | 10% | 5% | 4% | 3% | 2% |
| Interpreters and Translators, Inc.  | 10% | 2% |  | 1% |  |
| Interpreters Associates, Inc.  | 2% | 2% |  |  |  |
| Interpreters Unlimited, Inc. | 10% | 5% | 4% | 3% | 2% |
| JRivera Associates, Inc.  | 5% | 3% | 2% | 1% |  |
| JTG, Inc.  | 5% | 2% |  |  |  |
| Keylingo Translations  | 4% | 5% | 5% | 4% | 4% |
| Language Bridge, LLC | 20% | 2% | 2% | 2% | 1% |
| Language Connections, Inc.  | 4% | 4% | 3% | 2% |  |
| Language Line Services | 2% | 1% | .5% |  |  |
| Languages Translation Services  | 10% | 0.05% |  |  |  |
| Lingualinx  | 5% | 2% |  |  |  |
| Lionbridge Technologies, Inc. | 10% | 1% |  |  |  |
| NWI Global  | 3% | 1% | 5% |  |  |
| Patricio Endara Translations  | .7% |  |  |  | 2% |
| Powerling Inc. | 5% | 5% | 4% | 3% | 2% |
| Rapport International  | 1% | 2% |  |  |  |
| Telelanguage | 1% | 1.5% |  |  |  |
| TransFluenci, LLC  | 2% | 4% | 3% | 2% | 1% |
| TransPerfect Global  | 10% | 1% | 1% | 1% | 1% |

1. <http://www.doe.mass.edu/pqa/review/> [↑](#footnote-ref-1)
2. Problem Resolution System Office: <http://www.doe.mass.edu/pqa/prs/> [↑](#footnote-ref-2)