

# **OREGON DEPARTMENT OF HUMAN SERVICES**

## **Deaf and Hard of Hearing Services Program**



## **SIGN LANGUAGE INTERPRETER POLICIES AND PROCEDURES MANUAL**



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**DEFINITIONS:**

**Agency:** Public agency or agency provider requesting interpreting services.

**Assigned Interpreter:** The Interpreter that has accepted an Assignment through ODHHS to provide interpreting services to an Agency.

**Assignment:** An appointment where an Agency has requested the services of an Interpreter.

**Authorized Agency Representative:** Person(s) who are authorized to request Interpreters for the Agency they represent.

**Base Rate Formula:** In the Contract there are four (4) levels of Base Rate Formulas for payment of Contracted Interpreters. The formulas are based on years of experience, education, and certifications.

**Co-Interpreter:** An Interpreter assigned to work with another Interpreter on an Assignment that is generally longer than two (2) hours. A partner or team Interpreter.

**Consumer:** Person(s) using and paying for the services of an Interpreter.

**Contract:** The OREGON DEPARTMENT OF HUMAN SERVICES Deaf and Hard of Hearing Services Program SIGN LANGUAGE INTERPRETER 2007-2009 MASTER CONTRACT.

**Contracted Interpreter:** An Interpreter who has signed the current Contract and has the ability to be scheduled for Assignments through ODHHS.

**Client:** Person(s) using interpreting services (sign, voice, relay, tactile, oral, or other); hearing, Deaf, late-deafened or Hard of Hearing.

**Department:** Oregon Department of Human Services.

**Independent Contractor:** A person who has signed the Contract and is contracting for interpreting services. They are not working as an officer, employee or agent of the State of Oregon as those terms are used in ORS 30.265.

**Interpreter:** Interpreter on contract with the Department, who is providing services via the Department to the various Agencies requesting services through the Department.

**I TP:** Interpreter Training Program.

**Job Request Number:** The number given to an Assignment by the Interpreter Coordinator. The Interpreter will use this number on their invoice to collect payment.

**Level:** In the Contract under Base Rate Formula there are four (4) levels of pay that an Interpreter can receive. These are figured with set formulas and no Interpreter may be paid outside of the level they fall into. Each level has a minimum and maximum.

**NAD:** National Association of the Deaf. National organization of persons who are Deaf which has established its own Interpreter Assessment Program.

## **DEFINITIONS (continued)**

**No-Show:** If an Interpreter or Client has not cancelled prior to the commencement of an Assignment, and they do not show up for the Assignment, they are considered a No-Show.

**ODHHS:** Deaf and Hard of Hearing Services Program

**RID:** Registry of Interpreters for the Deaf. National organization of sign language Interpreters that issues certifications, keeps track of continuing education, handles grievances against its members and serves the membership in various ways.

**Requesting Party:** Any Agency requesting the services of a sign language Interpreter from ODHHS.

**Request:** An appointment requested through ODHHS for interpreting services at a specific time and place, for specific persons.

**State Contracted Agency:** Any state Agency that has a current contract with ODHHS to provide interpreting services.

### **ODHHS will:**

- use a group coordination approach when scheduling Assignments where there are many hours of coverage needed, such as lock-down facilities, treatment centers, school settings, etc.
- keep an updated list of Interpreters with their qualifications and contact numbers.
- refer a person or business, that is not a state contracted Agency, to the local-reputable sign language interpreter referral agencies.
- in the event ODHHS is unable to secure the services of an Interpreter for an Assignment for a State Contracted Agency, they will refer the Agency to the local-reputable sign language interpreter referral agencies.
- whenever possible, adhere to the preference of the Deaf individual, unless circumstances do not permit.(i.e., the relative or friend of the Deaf individual, or if the requested Interpreter is not qualified to do that particular Assignment.)
- assign work according to the Levels in the Base Rate Formula section of the Contract, Level 4 being the top.
- keep the Assigned Interpreter on the Assignment, even when a more qualified Interpreter becomes available.
- on Assignments requiring special skills, certification, or training, the persons holding that specialized certification or having extensive training in that area will be contacted first. Examples are the legal setting, oral interpreting, treatment, medical, psychiatric, drug and alcohol, etc.
- give the Assignment to the first Interpreter who answers the “All Call” page.
- give notice of cancelled Assignments to the Assigned Interpreter by pager.
- pay for the Interpreter’s time if ODHHS received sufficient notice of a cancellation, but did not contact the Interpreter will enough notice.

### **ODHHS will: (Continued)**

- negotiate, under certain circumstances, for a solo Interpreter, or one of the Co-Interpreters, to arrive at an Assignment later than the start time or to leave before completion of that Assignment. ALL PARTIES involved must be in agreement that this is permissible.
- ask the appropriate questions regarding jobs two (2) hours or more in length, to see if one (1) or two (2) Interpreters are necessary. If ODHHS is unsure whether two (2) Interpreters are needed, they will discuss it with the first Assigned Interpreter on the Assignment and decided together whether two (2) Interpreters are needed. (Examples: Computer classes, job trainings lock down facilities, etc.)
- schedule two (2) Interpreters, as Co-Interpreters, on Assignments two (2) hours or longer. Some circumstances may require two (2) Interpreters for Assignments as short as one (1) hour. That will be negotiated individually.
- assist an Interpreter with tracking down late payment or nonpayment of invoices over forty-five (45) days old.
- move an Interpreter **immediately** to the appropriate Base Rate Formula when something changes in the status of the Interpreter, upon notification. (e.g. Interpreter that has earned additional certification, graduates from an ITP, allows certification to lapse, or membership expires without renewal, etc.)
- fax , email or call-in a confirmation of the Assignment with the Assigned Interpreter’s name and pay rate.
- fax or email confirmations and other appropriate paperwork to the requesting Agency by the time the Assignment has been completed.
- provide a Job Request Number when scheduling the Interpreter.
- provide ALL billing information to the Interpreter when scheduling him/her for an Assignment.
- note all incidents of lateness and No-Shows, in the Interpreter’s file. The reason, if stated, will also be noted.
- will explain, if questioned by an Agency, that Interpreter fees are set by the Contract, based on experience, certification, and education.
- be available for after hour Interpreter “emergencies”. (i.e., Interpreters who are sick, after hours Co-Interpreter no-shows, Interpreter no-shows.)
- assign Interpreter(s) based on:
  - A. Preference of the Client, if the requested Interpreter is qualified for that assignment.
  - B. Certification, Level, and special training.
  - C. Nature of the Assignment
  - D. Proximity and availability.
- note Agency or Client preference or non-preference for future use.
- assist in problem resolution of issues arising during an Assignment.
- discuss with an Interpreter any concerns raised by Consumers or Clients regarding attitude, professional conduct, RID Code of Ethics.

**ODHHS will: (Continued)**

- will prioritize the scheduling of Assignments as follows:
  - A. Life threatening situations
  - B. Emergency situations, i.e. medical, legal, etc.
  - C. All other requests
- share information with a prospective Interpreter who has not yet accepted the Assignment in the following order, to preserve the confidentiality of the Consumers and Clients:
  - A. Date of Assignment, start time and end time\*
  - B. Location (general part of town)\*
  - C. Nature of Assignment\*
  - D. Client name\*
  - E. Co-Interpreter name\*

\*The Interpreter Coordinator may share this information in different order, as they deem necessary.

- once the Assignment has been accepted\*\*:

  - F. Address of Assignment
  - G. Contact information
  - H. Billing information
  - I. Job Request Number

\*\* if the Assignment has been accepted, the order of information is not important.

- provide the Interpreter with all pertinent information related to the Assignment, including, but not limited to:
  - A. Client name
  - B. Location, including room number
  - C. Date of Assignment
  - D. Job Request Number
  - E. Contact name and number
  - F. Any pertinent details known
  - G. Time Assignment begins, and length
  - H. Billing information, including phone number
  - I. Prep materials if any available
  - J. Case number, if applicable
  - K. Co- Interpreter name
- keep all information about an Assignment confidential, including the reason for a cancellation. Of course it is necessary to give all pertinent information to the Assigned Interpreter.
- treat Interpreters as Independent Contractors.

**ODHHS will NOT:**

- penalize Interpreters for following the terms of the contract. (i.e., charging for assignments that are cancelled with insufficient notice.)
- track dates of membership or certifications expirations. Interpreters are required to keep certification and memberships current and in good standing.
- cover Interpreters for Worker’s Compensation Insurance.

- pressure Interpreters to take Assignments.
- assign interpreters without a valid request.
- give out a list of Interpreters contracted with ODHHS to anyone.
- assume any responsibility for any actual or perceived injuries or losses incurred by the Interpreter while in transit or during an Assignment.

**ODHHS may:**

- terminate the Contract with the Interpreter for any reason in writing with a thirty (30) day notice.
- in the event that no Interpreter can be found for a specific Assignment, ask the Authorized Agency Representative, if the appointment can be re-scheduled to a time when a qualified Interpreter is available.

**Interpreters will:**

- show up to Assignments at least five (5) minutes prior to the start time.
- arrive early enough at a lockdown facility, or a place where check-in is required at a different location than the Assignment, in order to arrive at the actual Assignment five (5) minutes before the scheduled start time.
- arrive at least 10 minutes early at the Assignment when replacing another Interpreter so that a briefing may occur.
- call ODHHS within twenty-four (24) hours to inform them, if the Assignment continues past the scheduled time.
- call immediately when they are unable to fulfill their commitment to an Assignment .
- conduct themselves according to the RID Code of Ethics at all times.
- dress, including type of shoes, in a manner that is appropriate to the rules and regulations of the Agency the Interpreter has been assigned to.(i.e. if the staff is not permitted to wear jeans, sandals, tank tops, dresses, etc. then the Interpreter shall not wear them either.)
- pay for their own parking, unless otherwise negotiated with ODHHS **PRIOR** to the beginning of the Assignment.
- charge rounding **DOWN** to the nearest half hour if they arrive to an Assignment late and no **PRIOR** negotiation has occurred.
- charge rounding **DOWN** to the nearest half hour if they depart early from an Assignment that has not officially ended or left without approval.
- assume full responsibility for damages caused by misinterpretation incurred by Consumer, Client or Agency.
- notify ODHHS if a regularly scheduled Assignment (i.e., staff meetings) continues past the scheduled time on a continual basis.

**Interpreters will: (Continued)**

- notify ODHHS that they left the site early, before being dismissed.
- notify ODHHS that the Client is a No-Show.
- notify ODHHS that they arrived late on the job, if it has not been previously negotiated.
- notify ODHHS that their Co-Interpreter left the site early, before being dismissed.
- notify ODHHS that their Co-Interpreter was unable to perform their duties.
- notify ODHHS of any issues that hamper the communication process.
- comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
- hold harmless the State of Oregon and the Department, its officers, agents, employees and members from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of the Interpreter.
- will include, Job Request Number, name of Agency, name of Client, time of Assignment and any required forms with their invoice to the Agency.
- when receiving a cancellation via pager or message, call in and confirm that the message was received.
- bill for services in a timely manner.
- carry their certification or membership cards with them at all times.
- secure the proper professional liability insurance according to the contract.
- on an annual basis give required copies of certifications, memberships, insurance policies, etc. to ODHHS, as they are renewed.
- provide continuous backup and support at a co-interpreted Assignment.

**Interpreters will NOT:**

- be under the influence of illegal drugs or alcohol before or during an Assignment.
- charge more than their approved hourly rate under the Base Rate Formula.
- charge travel time unless previously agreed upon with ODHHS.
- charge on “Ice Days”, unless an attempt was made to go to the Assignment.
- question the Interpreter Coordinator relating to why they were not scheduled for a particular Assignment.
- subcontract their work.
- accept work at health care providers (OMAP), Oregon State Hospital, alcohol and drug abuse treatment providers and with Sate Office for Children, Adults and Families (CAF) unless they have liability insurance coverage.

**Interpreters may:**

- reject any Assignment offered to them by ODHHS, without fear of retribution.

- terminate their contract with ODHHS at any time for any reason, in writing with thirty (30) day notice.
- charge through the lunch hours unless other arrangements have been made.
- charge full hourly rate for each hour assigned for cancellations as follows:
  - A. An Assignment that is two (2) hours or less that is cancelled with less than 24 hours notice.
  - B. An Assignment that is more than two (2) hours, but less than six (6) hours that is cancelled with less than forty-eight (48) hours notice.
  - C. An Assignment that is more than 6 hours in length that is cancelled with less than seventy-two (72) hours notice.
- charge current state rate per mile if the Interpreter has to travel more than 20 miles (roundtrip) from their last portal of business.
- charge one half the hourly rate for the total hours committed to travel for Assignments requiring travel over 120 miles round trip, if negotiated before the commencement of the Assignment.
- charge a one (1)hour minimum.
- round up to the nearest half hour, except where otherwise specified in this manual
- may charge a differential only as outlined in the contract.

**Agencies will:**

- request interpreting services at least five (5) working days prior to the commencement of the Assignment.
- make payments directly to the Interpreter within thirty (30) days of receipt of the invoice.
- include all requested information on the Interpreter Request Form, to insure the best service provision. This information includes, but is not limited to the following:
  - A. Date of Assignment
  - B. Time Assignment begins, and length
  - C. Location, including room number
  - D. Client name
  - E. On site contact name and number
  - F. Billing information, including phone number
  - G. Any pertinent details known
  - H. Prep materials if any available
  - I. Case number, if applicable
- call ODHHS and cancel an Assignment as soon as it is known that the services are no longer needed.
- contact ODHHS with any concerns regarding the services rendered by the Assigned Interpreter, or the professional conduct of said Interpreter.
- contact ODHHS with if exceptional service was rendered, or outstanding professional conduct is noted.
- **NOT** contact any Interpreter directly.

**Info on special procedures for certain facilities:**

**Oregon State Hospital** must sign in and be on the list at the communications center. It is a locked down facility;

**Maclaren Youth Correctional Facility** must stop at the front office and pick up a badge. It is a locked down facility.