

NC DIVISION OF SERVICES FOR THE BLIND POLICIES AND PROCEDURES VOCATIONAL REHABILITATION

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Title:	Sign Language Interpreting/Transliterating (ISVL) Services
Current Effective Date:	7/09
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Services provided by DHHS and its Divisions and Offices are mandated by State and Federal laws (i.e. American with Disabilities Act), as well as DHHS Policy, Communication Accessibility Provision Guidelines, to provide reasonable accommodations and equal communication access for eligible individuals. Reasonable accommodations include, but are not limited to, qualified sign language interpreting/transliterating services.

Sign language interpreting is a service that may be necessary to facilitate communication for individuals presenting for Vocational Rehabilitation (VR) Services with both hearing and vision loss. When requested, sign language interpreting services must be provided to ensure accurate communication during the entire VR process, which may include but is not limited to all meetings, evaluations, job interviews and learning required skills on a job. An eligible individual(s) with hearing and vision loss has the right to receive information through their preferred appropriate mode of communication.

ECONOMIC NEED

Interpreting services are not subject to an individual's financial eligibility; however, comparable benefits must be utilized when available. When referring the individual to other programs within State Agencies, please inform Agency staff of the need for the assistance of a licensed sign language interpreter. This will allow staff to adequately plan for services and avoid any excessive delays in the VR process.

VOCATIONAL REHABILITATION COUNSELOR APPROVAL

The Vocational Rehabilitation Counselor shall approve payment for only those interpreting services needed by the individual to participate in the VR process. The Vocational Rehabilitation Counselor shall not pay for interpreting services that should be covered by other agencies or institutions because each agency, institution, business or program is also obligated under the ADA to make their programs accessible to persons with hearing and vision loss. Examples of services not cover by the Division of Services for the Blind (DSB) include, but are not limited, public, private or preparatory schools, mental health counseling, medical appointments, hospitals, commencement exercises, sorority/fraternity meetings, sports practices, or social gatherings.

POST-SECONDARY INTERPRETING

The Vocational Rehabilitation Counselor shall meet with the office of disability services and negotiate the percentage of hours that the college/university and agency will pay. DSB shall pay classroom interpreting on an hourly basis not to exceed 50% of the total documented hours of classroom time. **The two-hour minimum that applies to community interpreting does not apply to post-secondary educational interpreting.** Post-Secondary Training interpreters shall **not** receive payment for mileage reimbursement. The educational institution is responsible for hiring the interpreters and assigning class schedules. Authorizations for educational interpreting services shall be issued directly to the institution, college or technical school serving the individual. DSB shall

reimburse the educational institution for interpreting services directly related to the student's classroom requirements that lead to the completion of the degree.

LICENSED INTERPRETERS/TRANSLITERATORS

DSB is a purchasing agency of the ISVL contract for interpreting services. The Vocational Rehabilitation Counselor may only choose interpreters who have submitted an ISVL application to DHHS and are listed as vendors. When a Vocational Rehabilitation Counselors contacts an ISVL vendor for interpreting services, the Vocational Rehabilitation Counselor should always inquire as to whether the vendor has had experience and/or training to provide interpreting services to individuals who are Deaf-Blind (deaf-blind). Please refer to DSB monthly email correspondence for the most recent copy of the DHHS listing.

The ISVL recognizes three types of licensure: full, grandfathered and provisional as specified in the North Carolina Interpreter/Transliterater Licensing Board. DSB staff shall give priority to using only interpreters who possess a full or grandfathered license.

REIMBURSEMENT FOR INTERPRETERS/TRANSLITERATORS SERVICES

North Carolina Division of Services for the Blind will follow the rates established in the ISVL contract schedule of payment. Interpreters shall be paid according to the established rates by the ISVL. Please refer to the most recent monthly ISVL for current rates of reimbursements for interpreting services.

1. The **standard** rate shall be paid for services rendered Monday through Friday between the hours of 7:00 AM and 5:00 PM.
2. The **enhanced** rate shall be paid for services rendered Monday through Friday between the hours of 5:00 PM and 7:00 AM; any time on weekends; and any time on State holidays. Services provided on 24 hour's notice, or less, shall be reimbursed at the same rates as services provided on more than 24 hour's notice.
3. The Interpreter shall bill the State in quarter-hour increments and may bill the State for a quarter-hour increment if the interpreter works for any portion of that quarter-hour.
 - a. Example 1: If an interpreter interprets for 3 hours and 5 minutes, the Interpreter may bill the State for 3.25 hours.
 - b. Example 2: If an interpreter interprets for 3 hours and 35 minutes, the Interpreter may bill the State for 3.75 hours.
4. The Interpreter may bill the State for a full two hours for any engagement that lasts less than 2 hours, except as provided in the Section **Cancellations, Late Arrivals and Other Circumstances**.
5. The standard rate shall be paid for mentoring and/or skill development services. The Interpreter shall bill the State in quarter-hour increments with a one hour minimum. The Interpreter shall not bill the state for travel in connection with mentoring and/or skill development services rendered.

Travel Expenses

1. With DSB's prior written approval, the Interpreter may bill DSB for his or her travel expenses pursuant to the terms of the Travel Policies for State Employees. Those policies are set out in Section 5.1 of the State Budget Manual.

The reimbursement rates specified therein may be modified from time to time by the State Budget Director. Notice of such modifications can be found online.

2. If the Interpreter travels seventy-five (75) miles or more from the point of departure to the location of an engagement and then seventy-five (75) miles or more from the location of the engagement back to the point of departure, the Interpreter may bill DSB one additional hour for each leg of the trip, provided that the Interpreter obtains DSB's prior written approval to do so. If the Interpreter does not return to the point of departure immediately following the engagement because of intervening business or personal reasons, the Interpreter may not bill DSB for the return trip. The additional time will be reimbursed at the standard rate, regardless of the day or time of the travel.

3. If the Interpreter travels one hundred fifty (150) miles or more from the point of departure to the location of an engagement and then one hundred fifty (150) miles or more from the location of the engagement back to the point of departure, the Interpreter may bill DSB two additional hours for each leg of the trip, provided that the Interpreter obtains DSB's prior written approval to do so. If the Interpreter does not return to the point of departure immediately following the engagement because of intervening business or personal reasons, the Interpreter may not bill DSB for the return trip. The additional time will be reimbursed at the standard rate, regardless of the day or time of the travel.

Cancellations, Late Arrivals and Other Circumstances

1. If an interpreting engagement is cancelled and the Interpreter/Agency receives notice of the cancellation twenty-four (24) or fewer hours before the engagement was scheduled to begin, DSB will pay the Interpreter/Agency a fee equal to the total number of hours scheduled for the engagement multiplied by the applicable hourly rate. However, the Interpreter shall not be reimbursed for any travel expenses.

2. If an interpreting engagement is cancelled after the Interpreter arrives at the site of the engagement, DSB will pay the Interpreter a fee equal to the total number of hours scheduled for the engagement multiplied by the applicable hourly rate and will also reimburse the Interpreter for his or her travel expenses, if the Interpreter obtained DSB's prior written approval for those expenses.

3. If an interpreting engagement is cancelled because of inclement weather, DSB shall pay the Interpreter a fee equal to one-half of the number of hours scheduled for the engagement multiplied by the applicable hourly rate. The two-hour minimum does not apply to cancellations due to adverse weather. DSB shall also reimburse the Interpreter for any mileage expense actually incurred by the interpreter.

4. If an interpreting engagement is cancelled because of events beyond DHHS's control of, such as bomb threats and hazardous chemical spills, the Interpreter shall not be compensated for the lost time or travel expenses.

5. If the Interpreter learns that he or she will be late for an engagement, the Interpreter shall immediately notify DSB of that fact. If an Interpreter arrives late for an engagement and the engagement ends in less than two hours, the Interpreter shall only be paid for the actual time of the engagement and will not be paid the two hour minimum.

6. If the Interpreter does not accept an engagement at least forty-eight (48) hours before the engagement is scheduled to begin, DSB may cancel its work order, hire another interpreter, and pay the Interpreter nothing.

Invoicing

1. The Interpreter must submit ISVL invoices to DSB within thirty (30) days after services are provided, using the ISVL form.
2. If DSB determines that an invoice is inaccurate or incomplete, DSB will return the invoice to the Interpreter for correction and resubmission.
3. An invoice that has been corrected and resubmitted should be identified as “Resubmitted” to distinguish it from a “Second Notice”, which is merely a reminder of an outstanding invoice.
4. All inquiries regarding unpaid invoices should be directed to the requestor within DSB.