# **ATTACHMENT A:**

# Scope of Work and Technical Requirements

Contractor shall provide 365-days a year/7-days a week/24-hours a day On-Demand Remote Interpreting (OPI and VRI) and Document Translation services on an "as needed" basis for Limited English Proficient (LEP) clients needing immediate or scheduled interpreter or translation assistance, and must meet or exceed the minimum requirements set forth."

Services are anticipated to be utilized in a number of different government settings, including Health and Human Services Departments, to assist government entities in meeting the needs of LEP clients who are physically in the government office or call in by phone for assistance or Document Translation.

## Description

# EXPERIENCE OF THE CONTRACTOR

- 1. Contractor must have *at least* two years of experience in providing Over-the-Phone and/or Video Remote Interpretation and/or Document Translation Services to state or local government entities on a 365-days a year, 7-days a week, 24-hours a day basis.
- 2. Contractor must currently be providing an average of *at least* 100,000 minutes of OPI and/or 10,000 minutes of VRI ASL Interpretation Service calls per month within the past year.
- 3. Contractor must be able to provide quality, error-free Document Translation services on a large scale to multiple States.
- 4. Contractor must ensure [VRI must provide] real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. [VRI must provide a] sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of [their] body position. [VRI must also provide] a clear, audible transmission of voices.

# **EQUIPMENT AND FACILITY**

1. Contractor must have all necessary equipment, installed and functioning at time of Offer submittal, to provide the services required in the contract.

2. Contractor must have A) telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed.

### And/or

- A) (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;
- (2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
- (3) A clear, audible transmission of voices; and
- (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
  - 3. Contractor's telephone terminal and/or VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the contract.
  - 4. Interpreter services for the most frequently used languages must be performed within the United States from a professional facility and not a home-based office.

<u>Translation services</u> for the most frequently used languages must be performed within the United States <u>but translators may be located at a home-based office</u>.

Interpreter <u>and/or translation services</u> for the least frequently used languages may be performed outside of the United States and/or from a home-based office.

"Most frequently used languages" means Spanish plus the top twelve (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian) and frequently used languages within each Participating State to be identified on each state's Participating Addendum.

5. Outbound calls and/or third-party calls will be required of the Contractors under the resulting Master Agreement. Contractors shall not charge for these calls.

# LANGUAGES - OPI

Contractor must be able to provide OPI Services for all languages/dialects listed in Attachment B.

#### And

### LANGUAGES - VRI

Contractor must be able to provide (at a minimum) VRI American Sign Language (ASL).

#### And

### **LANGUAGES - Document Translation**

Contractor must be able to provide Document Translation Services for all languages/dialects listed in Attachment B.

### CONNECTION for OPI and/or VRI

- 1. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.
- 2. On average per month, Contractor must respond to calls at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
- 3. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30 second response time will be adjusted as follows:

If percentage of Spanish is:	Connective time will be:	
Less than 60%	80% of all calls will be responded to within 30 seconds, after the client's	
	language being identified	
60-70%	85% of all calls will be responded to within 30 seconds, after the client's	
E L	language being identified	
70-80%	90% of all calls will be responded to within 30 seconds, after the client's	
	language being identified	

4. In the event interpretation service for Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi does not begin within 60 seconds of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi results in a customer being told "no interpreter is available," the Contractor will be subject to a self-assessed penalty equal to the cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs.

The above penalties will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.

- 5. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.
- 6. Contractor must comply with all FCC regulations including, but not limited to VRI connection times.

7. VRI Speed of Answer Speed-of-Answer Standard. Contractor will answer 80% of all VRI calls in 120 seconds.

# DOCUMENT TRANSLATION SERVICES

1. For all source documents requiring translation from one language to another, standard document translations shall be completed within the following turnaround time set in business days:

Standard Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	2 days
1,001-2,500 Words	5 days
2,501- 7,500 Words	7 days
More than 7,500 Words	7 days plus 1 additional day for each additional 500 words

2. If a contractor offers expedited translations, they shall be completed within the following turnaround time set in business days.

Expedited Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	1 day
1,001-2,500 Words	2 days
2,501- 7,500 Words	4 days
More than 7,500 Words	4 days plus 1 additional day for each additional 1,000 words

3. Contractor must provide a minimum of two qualified linguists for each translation project as a translator and copy editor.

#### INVOICING

- 1. Contractor must only invoice for the time that interpreter/translation service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.
- 2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15<sup>th</sup> day of the calendar month immediately following the month under invoice.
- 3. A) Interpreter/translation Services: Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.
- B) Translation Services: Invoices will reflect per word billing increments.
- 4. The minimum billable charge shall be equal to a one minute/word charge at the rate of the language for which interpreter service is provided.

- 5. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:
  - a. Master Contract number 90-000-18-00003 and/or any other unique Contract identification number assigned by a Participating State.
  - b. For the State of New Mexico, Contractor's Statewide Vendor Identification Registration number assigned by the NM Department of Finance.
  - c. Date of invoice.
  - d. Contractor name and address.
  - e. Customer account number and Department name/program.
  - f. Billing period.
  - g. Interpreting modality (OPI, VRI, or Document Translation)
  - h. Interpreter Connection Time./Document turnaround time.
  - i. Total number of calls interpreted or documents translated.
  - i. Total number of billable interpretation minutes or words translated.
  - k. Total number of "no interpreter available" calls.
  - 1. Percentage of calls connected in 30 seconds or less.
  - m. Total number of calls resulting in interpreter connection times of greater than 60 seconds.
  - n. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online.
  - o. Total number of documents translated that meet the requirements in Attachment A; Technical Requirements, section titled, "Turnaround Time for Document Translation Services."
  - p. Total dollar amount of credits and/or penalties for qualifying calls that do not meet the criteria established in Attachment A: *Technical Requirements*, section titled, "Connection," Item #4.
  - q. Total dollar amount due.
  - r. Any applicable prompt payment discount(s) available.
  - s. Date and time of each interpreter or translation service occurrence provided.
  - t. Interpreted language associated with the call or translation.
  - u. Duration of the interpreter service provided, measured in tenth of a minute increments.
  - v. Contract rate per minute for interpretation and per word for translation.
  - w. Billable amount associated with each call or translation.
  - x. Interpreter or translator identification number or code as assigned by the Contractor.

#### EMERGENCY MANAGEMENT PLAN

- 1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.) *Attach a copy of Contractor's EMP*.
- 2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.

### CONFIDENTIALITY STATEMENT

1. Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract. *Attach a sample copy of Contractors Confidentiality Statement*.

### INTERPRETER OPERATIONAL REQUIREMENTS

- 1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
- 2. The interpreter will speak in the first (1st) person.
- 3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
- 4. The interpreter will respect cultural differences of the client.
- 5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
- 6. The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning the of the client's statements.
- 7. All conversations, interpretations, or translations will remain confidential and will not be shared with individuals unrelated to the call or translation. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted in other state's Participating Addendums.
- 8. The translator will provide accurate (reflect the meaning correctly), effective (provide the intended effect on the reader), and impartial (unbiased) services.