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September 17, 2019

# ADDENDUM NUMBER 2 TO REQUEST FOR STATEMENT OF QUALIFICATIONS FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES RFSQ #2019-006

On July 31, 2019, the County of Los Angeles (County) Department of Public Health (DPH) released a Request for Statement of Qualifications (RFSQ) for As-Needed Language Assistance Services.

This addendum consists of two (2) parts as outlined below:

- PART 1 Modifications and Revisions to RFSQ
- PART 2 Responses to Vendors' Questions

#### PART 1 - MODIFICATIONS AND REVISIONS TO RESQ.

As indicated in the RFSQ, Section 1.8, County Rights and Responsibilities, the County has the right to amend the RFSQ by written addendum. This Addendum Number 2 amends the RFSQ as indicated below (new language is shown in <a href="https://disable.com/highlight">https://disable.com/highlight</a> and deleted language is shown in <a h

- 1. All references to the term "Cha-Chow" in this RFSQ shall now be corrected to read "Chao-Chow".
- 2. RFSQ, Appendix K-2, Statement of Work, <u>In-Person Oral Interpretation Services</u>, is deleted and replaced in its entirety with Appendix K-2 (Revised), Statement of Work, <u>In-Person Oral Interpretation Services</u>, attached hereto and incorporated by

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 2 of 20

reference. Wherever Appendix K-2 is referenced in the RFSQ shall be deemed amended to read Appendix K-2 (Revised).

- 3. RFSQ, Appendix K-4, Statement of Work, <u>Simultaneous Oral Interpretation</u>
  <u>Services</u>, is deleted and replaced in its entirety with Appendix K-4 (Revised),
  Statement of Work, <u>Simultaneous Oral Interpretation Services</u>, attached hereto and incorporated by reference. Wherever Appendix K-4 is referenced in the RFSQ shall be deemed amended to read Appendix K-4 (Revised).
- 4. RFSQ, Appendix K-5, Statement of Work, <u>Sign Language Interpretation Services</u>, is deleted and replaced in its entirety with Appendix K-5 (Revised), Statement of Work, <u>Sign Language Interpretation Services</u>, attached hereto and incorporated by reference. Wherever Appendix K-5 is referenced in the RFSQ shall be deemed amended to read Appendix K-5 (Revised).
- 5. RFSQ, Appendix L-2, Price Sheet, In-Person Oral Interpretation Services, is deleted and replaced in its entirety with Appendix L-2 (Revised), Price Sheet, In-Person Oral Interpretation Services, attached hereto and incorporated by reference. Wherever Appendix L-2 is referenced in the RFSQ shall be deemed amended to read Appendix L-2 (Revised).
- 6. RFSQ, Appendix L-4, Price Sheet, Simultaneous Oral Interpretation Services, is deleted and replaced in its entirety with Appendix L-4 (Revised), Price Sheet, Simultaneous Oral Interpretation Services, attached hereto and incorporated by reference. Wherever Appendix L-4 is referenced in the RFSQ shall be deemed amended to read Appendix L-4 (Revised).
- 7. RFSQ, Appendix L-5, Price Sheet, Sign Language Interpretation Services, is deleted and replaced in its entirety with Appendix L-5 (Revised), Price Sheet, Sign Language Interpretation Services, attached hereto and incorporated by reference. Wherever Appendix L-5 is referenced in the RFSQ shall be deemed amended to read Appendix L-5 (Revised).
- 8. RFSQ, Appendix J, Sample Master Agreement, Paragraph 7.5, Background and Security Investigations, <u>Subparagraph 7.5.1</u>, shall be amended as follows:
  - "7.5.1 Each of Contractor's staff performing services under this Master
    Agreement who is in a designated sensitive position, as determined by
    County in County's sole discretion, shall undergo and pass a background
    investigation to the satisfaction of County as a condition of beginning and
    continuing to perform services under this Master Agreement. Such

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 3 of 20

background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County."

#### PART 2 – RESPONSES TO VENDORS' QUESTIONS

As indicated in the RFSQ, Section 2.0, INSTRUCTIONS TO VENDORS, Subsection 2.5, Vendors' Questions, questions received by the date and time indicated in Subsection 2.3, RFSQ Timetable, will be compiled with the appropriate answers and issued as an addendum to the RFSQ and that County reserves the right to group similar questions when providing answers. This Addendum Number 2, Part 2, provides response to the questions received.

#### **GENERAL QUESTIONS**

- Q1. What is the historical value of the work performed for each of the following services: Document Translation Services, In-Person Oral Interpretation Services, Telephonic and Video Remote Interpretation Services, Simultaneous Oral Interpretation Services, and Sign Language Interpretation Services?
- A1. DPH does not have data on historical value of work performed for the as-needed language assistance services solicited under this RFSQ.
- Q2. What is the department's funding ceiling for each of the following services: Document Translation Services, In-Person Oral Interpretation Services, Telephonic and Video Remote Interpretation Services, Simultaneous Oral Interpretation Services, and Sign Language Interpretation Services?
- A2. Funding amounts will be determined based on the specific language assistance services to be provided, on an as-needed basis.
- Q3. Is this a new contract?
- A3. Yes.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 4 of 20

#### Q4. Are there incumbents to this contract?

A4. No.

#### Q5 through Q9 have been grouped and answer is provided at A5-A9

- Q5. Who is/are the incumbent(s)?
- Q6. What have been the biggest challenges with the incumbent?
- Q7. What has been the greatest strength of the incumbent?
- Q8. Who are the current providers/agencies?
- Q9. What are the current rates for those providers/agencies?

#### A5 - A9

Please see responses A3 and A4.

#### Q10 and Q11 have been grouped and answer is provided at A10-A11

- Q10. Will you cover travel?
- Q11. Will you cover mileage?

#### A10 - A11

No. Please refer to Appendices L-2 (Revised), L-4 (Revised), L-5 (Revised) Price Sheets, of this RFSQ, for additional information on pricing structure.

See Part 1 – Modifications and Revisions to this RFSQ, items 5 , 6, and 7, of this Addendum.

#### Q12. Can we assign Independent Consultants?

A12. Yes. However, all staff providing services shall comply and meet the requirements as specified in Statements of Work, Appendix K-1, Appendix K-2 (Revised), Appendix K-3, Appendix K-4 (Revised), and Appendix K-5 (Revised), of this RFSQ.

See Part 1 – Modifications and Revisions to this RFSQ, items 5 , 6, and 7, of this Addendum.

#### Q13. How many locations will we be serving?

A13. DPH is unable to provide information on locations to be served as these services will be requested on an as-needed basis, covering all of Los Angeles County. Each service request will provide detailed information, including location, as appropriate.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 5 of 20

- Q14. Will you reassign interpreters if they are at one location and the request ends early?
- A14. No.
- Q15. What is your existing cancelation policy with other agencies?
- A15. No existing cancelation policy. Please see response A3.
- Q16. Do you follow the two hour minimum per request?
- A16. Yes. Please refer to Appendices L-2 (Revised), L-4 (Revised), L-5 (Revised), Price Sheets, of this RFSQ.
  - See Part 1 Modifications and Revisions to this RFSQ, items 5 , 6, and 7, of this Addendum.
- Q17. How often do you request with less than 2 full business days' notice?
- A17. Please see response A3.
- Q18. Are you currently using VRI? If so, who is your current VRI provider and what is the rate?
- A18. No. Please see response A3 and A4.
- Q19. Will there be any samples required for evaluation?
- A19. No.
- Q20. Are vendors permitted to bid on select line items but not others? Such as telephonic interpretation but not on-site interpretation?
- A20. Yes. As indicated in Subsection 1.1, Scope of Services, of this RFSQ, vendors are encouraged to submit their Statement of Qualifications (SOQ) to apply for one (1) or more of the following categories:

Category 1: Document Translation Services

Category 2: In-Person Oral Interpretation Services

Category 3: Telephonic and Video Remote Interpretation Services

Category 4: Simultaneous Oral Interpretation Services

Category 5: Sign Language Interpretation Services

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 6 of 20

#### **SECTION 1.0 – GENERAL INFORMATION**

- Q21. RFSQ Section 1.1, Scope of Services (pg.2). Is there a projected minimum amount of work hours or words per month for each of the service category listed?
- A21. No. Services will be requested on an as-needed basis and specifics will be detailed in each service request.
- Q22 through Q26 have been grouped and answer is provided at A22-A26
- Q22. We would like to submit for Written Translation services for the referenced bid but noticed that the company should be located in Los Angeles county. We are in Orange County. Are we still able to submit?
- Q23. I noticed the requirement for this specifies LA county. We have an office in Thousand Oaks. Is that still acceptable for a physical location for this RFSQ?
- Q24. RFSQ Section 1.4.2, Office Location (pg. 12), "Vendor must have an administrative office located in Los Angeles County." Is the Contractor's administrative office located in Los Angeles County required to be a full-time office when not fulfilling Service Requests for the County?
- Q25. In regards to page 6, sub-section 1.4.2 "Office Location", is the office location in LA County, a vendor preference that will be reflected in a greater score or is it mandatory?
- Q26. In regards to page 6, sub-section 1.4.2 "Office Location", if we are only bidding for document translation services, is it acceptable to have an office in California but outside of LA County?

#### A22 - A26

There is no requirement that the company, agency, organization, etc. be located in Los Angeles County; however, as indicated in RFSQ, Section 1.4, Vendor's Minimum Mandatory Qualifications, sub-section 1.4.2, Office Location, Vendor must have an **administrative** office located in Los Angeles County.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 7 of 20

#### Q27 and Q28 have been grouped and answer is provided at A27–A28

- Q27. RFSQ Section 1.6.4, Master Agreement Processes (pg. 13), "Health Agency departments will issue Service Requests to active contractors on an asneeded basis to provide As-needed Language Assistance Services as specified in the Vendor's Minimum Mandatory Qualifications, Section 1.4 of this RFSQ and ability to perform as specified in the Statements of Work, Appendices K-1 through K-5 of this RFSQ." Will service requests be competed among all contract holders?
- Q28. RFSQ Section 1.6.4, Master Agreement Processes (pg. 13), "Health Agency departments will issue Service Requests to active contractors on an as-needed basis to provide As-needed Language Assistance Services as specified in the Vendor's Minimum Mandatory Qualifications, Section 1.4 of this RFSQ and ability to perform as specified in the Statements of Work, Appendices K-1 through K-5 of this RFSQ." If service requests are issued to specific contractors, how will departments determine which contractors they will issue Service Requests to?

A27 - A28

No. Departments will issue service requests to active Master Agreement Contractors based on ability to perform the specific service.

#### **SECTION 2.0 – INSTRUCTIONS TO VENDORS**

- Q29. RFSQ Section 2.7, Preparation and Format of the SOQ (pg. 33), "SOQ must be typewritten, single spaced, with no less than 11-point font on 8½" by 11" paper." May headers be size 12 pt or larger to facilitate clear separation of text?
- A29. Yes. Pursuant to Subsection 2.7, Preparation and Format of the SOQ, of this RFSQ, item number 3, SOQ must be typewritten, single spaced, with <u>no less</u> than 11-point font on 8½" by 11" paper.
- Q30. RFSQ Section 2.7.2, Vendor's Qualifications (pg. 34), "All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary"." Some contracts held by Offerors are Federal Government contracts of a sensitive nature. May Offerors mark information for such contracts as "confidential"?
- A30. Correction to section referenced in question. Language regarding Public Records Act is in Section 1.13, Notice to Vendor's Regarding Public Records Act, Subsection 1.13.2.

Yes, if information is legitimately confidential; blanket statements of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. However, please note that per Section 1.13, Notice to Vendor's Regarding Public Records Act, Subsection 1.13.2, of this RFSQ, County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

- Q31. Do we need to provide a copy of our business license with proposal?
- A31. Yes. Please refer to RFSQ Subsection 2.7, Preparation and Format of the SOQ, 2.7.6, Proof of Licenses (Section E).
- Q32. We are planning to provide the Statement of Qualification for As-Needed Language Assistance Services. I would like to know if there is any additional information needed other than SOQ like Rates, Forms, etc.
- A32. Yes. Please refer to the RFSQ, Subsection 2.7, Preparation and Format of the SOQ, for instructions on the format, requested documents, and other information to prepare the SOQ.
- Q33. Please confirm that beyond the required forms included in the RFSQ (Exhibits 1-19), only a 3 page statement of experience is allowed per category. In other words, the part of the proposal drafted by respondents should not exceed 3 pages everything else is formulaic.
- A33. Yes, the three (3) page limit applies to the Statement of Experience (SOE) submitted for the specific service category. A separate SOE not exceeding three (3) pages is required for each service category Vendor is attempting to qualify. Please refer to Subsection 2.7, Preparation and Format of the SOQ, of this RFSQ, for additional information.

#### <u>SECTION 3.0 – SOQ REVIEW/SELECTION/QUALIFICATION PROCESS</u>

Q34 through Q36 have been grouped and answer is provided at A34-A36

- Q34. What is the point allocation for a vendor's SOQ?
- Q35. How will you evaluate the quality of the application?
- Q36. How will the SOQ be graded?

#### A34 - A36

The review of the SOQ will not be based on points. The SOQ will be reviewed based on criteria as detailed in Subsection 3.1, Review Process, Subsection 3.3,

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 9 of 20

Selection/Qualification Process, and Subsection 3.4, Master Agreement Award, of this RFSQ.

### <u>SECTION 4.0 - MASTER AGREEMENT CONTRACTORS APPLYING FOR ADDITIONAL AS-NEEDED LANGUAGE ASSISTANCE SERVICES CATEGORY(IES)</u>

- Q37. When it discusses submissions from those on an MSA, I am assuming it would be the current MSA for this program specifically, as opposed to another MSA for language services with LA County?
- A37. There are no current Master Agreement Contractors for the As-Needed Language Assistance Services solicited under this RFSQ. Vendors awarded a Master Agreement under this RFSQ may, at any time during the term of this RFSQ, submit an abbreviated SOQ to qualify for additional As-needed Language Assistance Services category(ies). Section 4.0, Master Agreement Contractors Applying for Additional As-Needed Language Assistance Services Category(ies), of this RFSQ, provides instructions on the format, required documents, and other information to prepare the abbreviated SOQ.

#### APPENDIX A - RFSQ REQUIRED FORMS

- Q38. RFSQ Appendix A, Exhibit 2, Vendor's Organization Questionnaire/Affidavit And CBE Information (pg. 57), "FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability." Exhibit 2 requests the Race/Ethnic Composition and Gender count of all Owners, Managers, Staff, etc. as well as company ownership by percentage. Our organization does not require its employees to provide this information to the company. May Offers include "N/A" in these fields without repercussions?
- A38. Yes.
- Q39. RFSQ Appendix A, Required Forms, Exhibit 7 (pg. 62), Forms under Appendix A, such as Exhibit 7, have text fields that are limited in the number of characters that can be input. May Offerors recreate these forms in their response to make them fillable?
- A39. No. Exhibit 7 is formatted as a fillable form and does not limit the number of characters. The font size will automatically adjust to fit as characters are entered in the text fields.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 10 of 20

- Q40. Exhibit 9 Prospective Contractor List of Terminated Contracts should this include contracts that have terminated due to expiration or just contracts that were terminated for cause?
- A40. Vendors shall list all contracts that have terminated within the last three (3) years and provide a reason for termination (e.g. contract sunset/ended, terminated for cause, etc.).

#### <u>APPENDIX J – SAMPLE MASTER AGREEMENT</u>

- Q41. Page 10, Section 7.4 Contractors Staff Identification, 7.4.1 "All of Contractors employees assigned to County Facilities are required to have a county Identification badge on their person and visible at all times. Contractor bears all expense of the badging." By "employees" can I assume you mean "our subcontractors"? If so, then all subcontractors will need to get badges, we currently require badges that have a photo, name and "interpreter" on them but they are not issued by the county are our current badges acceptable? If they are not acceptable where do we get county ID badges?
- A41. The Contractor's Staff Identification provision is applicable if Master Agreement Contractor's staff (e.g., employees, subcontractors, consultants) is assigned to a County facility. If applicable, each department will inform the Master Agreement Contractor and provide additional information regarding the need for badges.
- Q42. Page 10, Section 7.5 Background and Security Investigations. (a) By stating "each of Contractors staff performing services", do you mean our subcontractors? (b) Additionally, will the Background check screening be done by LA County? (c) If not, our agency has a Custodian of Records (duly registered with Sacramento DOJ) on staff who receives the background checks, both DOJ and FBI. Can I safely assuming these background checks will be acceptable to the Department?
- A42. (a) Yes. Pursuant to Appendix J, Sample Master Agreement, Paragraph 7.5, Background and Security Investigations, Subsection 7.5.1, Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement.
  - (b) No. Pursuant to Appendix J, Sample Master Agreement, Paragraph 7.5, Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 11 of 20

conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

(c) See Part 1 – Modifications and Revisions to RFSQ, item 8, of this Addendum – Contractor shall perform the background check using County's mail code, routing results to the County.

As long as County receives the results directly from the California Department of Justice, as further explained in the revised subparagraph 7.5.1, of Paragraph 7.5, Background and Investigations, of Appendix J, Sample Master Agreement.

- Q43. Section 7.5 it refers to Background and Security Investigations. Is this a mandatory requirement and if so, would it be required only for the vendor's staff entering the Public Health facilities, such as our interpreters? The contract require many services such as translation, OPI and VRI, and running such background check would be extremely lengthy otherwise. Also, can you be more specific about which Agency you would require the background to be done from (Privately, FBI, Immigration, LAPD, etc.)?
- A43. Please refer to A42.
- Q44. Section 8.0, Standard Terms and Conditions, Page 35, Subsection 8.39 Subcontracting, 8.39.1 "The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement." 100% of the services provided by Contractor is done by subcontractors working for us. Who would we notify?
- A44. Paragraph 8.39, Subcontracting, Appendix J, Sample Master Agreement, of this RFSQ, refers to subcontracting with another agency. If subcontracting with another agency, advance approval is required by County.

### <u>APPENDIX K-1 - STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES DOCUMENT TRANSLATION SERVICES</u>

- Q45. Page 2, does the county have any historical data it can share on the number of words translated per language, per year?
- A45. Please see response A1.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 12 of 20

- Q46. What is the expected volume percentage per language?
- A46. Please see response A20.
- Q47. What is the historical volume for translation?
- A47. Please see response A1.
- Q48. What is your expected yearly volume of document translations?
- A48. Please see response A20.

Q49 and Q50 have been grouped and answer is provided at A49-A50

- Q49. What is the historical spend on translation services?
- Q50. What is the total spent on document translations in the last fiscal year?
- A49 A50 Please see response A1 and A2.
- Q51. What is the budget for document translations this year?
- A51. Please see response A2.
- Q52. What are your current prices per language for document translations?
- A52. Please see response A3 and A4.
- Q53. Item 1.2, states "Contractor shall deliver translation of written English to any other written language, as identified in Section 1.3 below, and Braille...." Is a prospective contractor eligible to respond if they do not have the track record or capacity to translate written English into Braille?
- A53. To qualify for a Master Agreement, a Vendor's Statement of Experience will be reviewed to ensure minimum mandatory qualifications for each category are met. Please refer to RFSQ Section 1.4 Vendor's Minimum Mandatory, Subsection 1.4.1 Experience.
- Q54. Items 8.3 and 8.4, about Expedited and Emergency Requests are there maximum word counts for these type of requests to ensure that the required response timeframe is feasible?
- A54. No. As described in Appendix K-1, Statement of Work, Document Translation Services, Section 8.0, Service Requests and Specific Work Requirements, the Service Request Form will include details for the Expedited Request or Emergency request. The Master Agreement Contractor shall provide confirmation of ability to perform the requested translation services.

### <u>APPENDIX K-2 – STATEMENT OF WORK FOR AS-NEEDED LANGUAGE</u> <u>ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES</u>

- Q55. Page 2, Does the County have any historical data it can share on the number of onsite interpretation requests per language, per location in a year?
- A55. No. Please see response A1.
- Q56. Section 5.0 Responsibilities, Subsection Contractor's Responsibilities, Section 5.8.6 on Page 7, "Department shall have the right to cancel a Request without incurring any financial liability, if cancellation is made within 48 hours of appointment. If cancellation of a Request is made within 24 hours of appointment, Department will incur a penalty fee equivalent to two (2) hours of interpretation services." We understand if the request was made for only a 2 hour time frame however what if the request was made for a longer time frame such as 8 am to 12 noon; the entire 4 hour block of time would be due. Are you stating that if this request was canceled within 24 hours of the service date and time, the Department would only pay for 2 hours?
- A56. Correction to section referenced in question. Correct section is Section 8.0, Service Requests and Specific Work Requirements, Subsection 8.2.

Yes. The department will incur a penalty fee equivalent to two (2) hours of in-person oral interpretation services.

# APPENDIX K-3 - STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES TELEPHONIC AND VIDEO REMOTE INTERPRETATION SERVICES

- Q57. Will the county accept a vendor's internal certification process for telephonic interpreters that was created in coordination with industry experts, so long as vendors are capable of providing proof of each interpreters completion of this training and a list of all past professional experience?
- A57. Yes, pursuant to Appendix K-3, Statement of Work, Telephonic and Video Remote Interpretation Services, Subsection 5.8.6, of this RFSQ. Please refer to Appendix K-3, Statement of Work, Telephonic and Video Remote Interpretation Services, Section 5.8 and 5.9, of this RFSQ, for Contractor's responsibilities for personnel certification and training requirements.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 14 of 20

- Q58. Page 2, Does the County have any historical data it can share on the number of minutes encountered per language, per month for both over-the-phone interpretation services and video remote interpretation services?
- A58. Please see response A1.
- Q59. Are telephonic interpretation services required to be provided from a callcenter environment?
- A59. Yes. Pursuant to Appendix K-3, Statement of Work, Telephonic and Video Remote Interpretation Services, of this RFSQ, Section 8.0, Infrastructure Operations, Subsection 8.1, Contractor shall maintain a minimum of one (1) centralized call and video remote center within the United States with uninterruptible power supply and toll-free access number(s) to meet the County's requirements as identified in this Statement of Work.
- Q60. Are telephonic interpretation services required to be provided within the United States?
- A60. Yes. Please see response A59.
- Q61. Are telephonic interpreters required to undergo background investigations?
- A61. Contractor's staff performing services under this Master Agreement who are in a designated sensitive position, as determined by County, shall undergo and pass a background investigation.
- Q62. Will the county please clarify the county of origin for Cha-Chow?
- A62. The correct spelling of this County Core language is "Chao-Chow" which originates in the eastern Guangdong province of China.
  - See Part 1 Modifications and Revisions to RFSQ, item 1, of this Addendum.
- Q63. Regarding 5.6.2., are electronic copies OK instead of physical files?
- A63. Yes. Pursuant to Appendix K-3, Statement of Work, Telephonic and Video Remote Interpretation Services, of this RFSQ, Section 5.0, Contractor's Responsibilities, Subsection 5.6.2, Signed acknowledgments and evidence of trainings to meet this requirement shall be maintained in the personnel's file at Contractor's Los Angeles County office.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 15 of 20

- Q64. Is there flexibility for L.A. county-based PM? If we provide a local or toll-free number and staff within required office hours, could they be remote? What activities must be conducted in person?
- A64. No. Pursuant to Subsection 5.7.2 of Appendix K-3 (Revised), Statement of Work, Telephonic and Video Remote Interpretation Services, of this RFSQ, Project Manager must be physically located at the Contractor's office location within Los Angeles County. Please refer to Section 5.0, Contractor's Responsibility, Subsection 5.7, of Appendix K-3, Statement of Work, Telephonic and Video Remote Interpretation of this RFSQ, for further information.
- Q65. May telephonic and video remote interpretation centers be separate from one another?
- A65. Yes. Please refer to Appendix K-3 (Revised), Statement of Work, Telephonic and Video Remote Interpretation Services, Section 8.0, Infrastructure Operations, 8.1 Contractor shall maintain a **minimum** of one (1) centralized call and video remote center within the United States with uninterruptible power supply and toll-free access number(s) to meet the County's requirements as identified in this Statement of Work, is that it is one center.
- Q66. How many telephonic interpretation providers are anticipated to be provided?
- A66. Since services are on an as-needed basis, DPH is unable to provide an anticipated number of telephonic interpretation providers.
- Q67 and Q68 have been grouped and answer is provided at A67-A68
- Q67. Is there an incumbent contractor currently performing these services?
- Q68. Is there an incumbent for these services? If so, who is the vendor, and what rates is the county currently paying?
- A67 A68
  Please see response A3 and A4.
- Q69. What is the estimated volume percentage per language? (I.e. Spanish 80% of calls, Mandarin 10%; Other 10%, etc.)
- A69. Please see response A20.
- Q70. How many minutes per month or annual amount of minutes do you anticipate requiring telephonic interpretation?
- A70. Please see response A20.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 16 of 20

- Q71. Are there any past usage reports you can provide?
- A71. Please see response A1.
- Q72. What is the average length of a call for telephonic interpretation?
- A72. Please see response A1.
- Q73. What is the anticipated amount of annual calls for telephonic interpretation?
- A73. Please see response A20.
- Q74. What is the anticipated or historical spend for telephonic interpretation services?
- A74. Please see response A1 and A2.
- Q75. Will the county allow for vendors to propose one per minute rate for Spanish and one per minute rate for all other available languages? This is industry standard and will allow for the Center to save on cost.
- A75. No. Please refer to Appendix L-3, Price Sheet, Telephonic and Video Remote Interpretation Services, of this RFSQ, for additional information on pricing structure.

### <u>APPENDIX K-4 - STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES</u>

- Q76. Page 2, Does the County have any historical data it can share on the number of simultaneous interpretation requests per language, per location in a year?
- A76. Please see response A1.

#### <u>APPENDIX K-5 - STATEMENT OF WORK FOR AS-NEEDED LANGUAGE</u> ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

- Q77. Appendix K-5, Section 1.1 can you clarify if "Spanish Speaking Sign Language" is for Spanish Sign Language or ASL to Spanish?
- A77. All reference to "Spanish Speaking Sign Language" in Appendix K-5 (Revised), Statement of Work, Sign Language Interpretation Services, of this RFSQ, shall

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 17 of 20

now be corrected to read "Spanish Sign Language". Pursuant to Section 4.0, Definitions, Subsection 4.11, Trilingual Interpretation Services has been revised.

See Part 1 – Modifications and Revisions to RFSQ, item 4, of this Addendum.

- Q78. Page 9, Section 8.3. This paragraph indicates that Contractors for this section of the bid are to also provide CART and Captioning service. We have found that it is very easy to provide these services remotely. Are these only in person services or are you also including remote services?
- **A78**. These services may be provided in-person or remotely based on the Department's specific needs.
- Q79. Which ASL interpreter certifications are acceptable?
- A79. Pursuant to Appendix K-5 (Revised), Statement of Work, Sign Language Interpretation Services, of this RFSQ, Section 5.0, Responsibilities, Subsection 5.8.5, Interpreter shall be certified by the National Association of the Deaf (NAD) and Registry of Interpreters for the Deaf (RID).
- Q80. Will you accept a qualified interpreter being assigned vs. a certified interpreter?
- A80. No. Please see response A79.

# STATEMENTS OF WORK: K-2 IN-PERSON ORAL INTERPRETATION, K-4 SIMULTANEOUS ORAL INTERPRETATION, AND K-5 SIGN LANGUAGE INTERPRETATION SERVICES

- Q81. Section 8.4, 8.5, and on Page 12 Section 8.6, 8.4 "Upon receipt of a Request for interpretation services made within one (1) to four (4) business days prior to appointment, Contractor shall: 8.4.2 provide confirmation of ability to provide interpretation services within one (1) business day prior to appointment and provide interpreter name and contact information for addressing issues with the Request. Industrywide, this would be considered an "Emergency" request if 1 day or less notice is provided. Is there consideration for "ER" conditions and rates?
- A81. Yes, modifications have been made to reflect Emergency Request for in-person oral interpretation services.
  - See Part 1 Modifications and Revisions to RFSQ, items 2, 3, and 4, of this Addendum.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 18 of 20

- Q82. Section 8.4, If Department does not receive a response within the deadlines as described in 8.4, 8.5, and 8.6 above, the Department will select another Contractor." To be able to predict when contractors can secure and confirm an interpreter within the parameters above... i.e...1 day 2 days etc... is difficult due to the extreme shortage of Interpreters both Spoken (Oral) and Sign Language. Schedules are constantly changing and what one day was not available is on the next day able to be filled. Other factors also need to be considered such as, is the target language a hard to fill language, or is the time of day for the appointment a factor? My question here is with the timing... if the Department secures services with another contractor will they let us know that the assignment is filled so we may stop looking and processing the request?
- A82. No. If the Department does not receive a response within the deadlines, the Department will select another Contractor.
- Q83. Appendix K-2, K-4 and K-5, Attachment A, Service Request Form, Page 3 of 3 Top of form states "Onsite Contact (if different from individual). Am I correct to assume by "individual" you mean the LEP as section 4 on the previous page states "name of individual"? On site contact is not usually the LEP.
- A83. Yes, "individual" is the limited English proficiency individual.
- Q84. Appendix K-2, K-4 and K-5, Attachment A, Service Request Form, Page 3 of 3, Section 4: Information about the Request. The form states on the 3rd line "Additional interpreters (if applicable):..." In reference to this line, Appendices: K-2 SOW for In Person Oral Interpretation Services, K-4 SOW for Simultaneous Oral Interpretation Services, and K-5 SOW for Sign Language Interpretation Services do not reference a teaming policy. To maintain compliance with occupation safety parameters and in keeping we team assignments that are technically with industry standards. complex and/or longer than 1 hour. The above statement is the only mention of what might be a teamed situation. Is it safe to assume anything over 1 hour needs to be negotiated to determine if a team is needed? It is understood that the need is dependent on the situation which leads to probing question like... how interactive is the class? Are there video's which will be presented and are they captioned? Will the presentation itself last longer than 1 hr if so, how long and will there be a break in the middle? etc... Can Contractors assume that Teaming will not be an issue and will be expected in certain situations since there are no references regarding a Teaming policy in all of the SOW's? To maintain compliance with occupational safety parameters, Tactile interpreting requires teams beyond one hour.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 19 of 20

A84. Yes, modifications have been made to the statements of work for in-person oral interpretation services to reflect that Contractor shall follow generally accepted standards of practice which may include teaming.

See Part 1 – Modifications and Revisions to RFSQ, items 2, 3, and 4, of this Addendum.

### <u>APPENDIX L-1 – PRICE SHEET AS-NEEDED LANGUAGE ASSISTANCE SERVICES</u> DOCUMENT TRANSLATION SERVICES

- Q85. It appears that the County is requesting a single per word rate for all languages. Can vendors provide per word rates for each language?
- A85. No. Vendors shall submit fixed rate per word based on Standard Requests, Expedited Requests, and Emergency Requests, as described in Appendix L-1, Price Sheet, Document Translations Services, of this RFSQ.

#### <u>APPENDIX L-2 – PRICE SHEET AS-NEEDED LANGUAGE ASSISTANCE SERVICES</u> IN-PERSON ORAL INTERPRETATION SERVICES

- Q86. It appears the County is requesting a single per hour/per 15 minute rate for all languages. Can vendors provide per hour/15 minutes rates for each language?
- A86. No. Vendors shall submit fixed rate per word based on Standard Requests and Emergency Requests, as described in Appendix L-2 (Revised), Price Sheet, In-Person Oral Interpretation Services, of this RFSQ.
- Q87. Appendix L-2, the Price Sheet, breaks down cost by rate of completion, does this mean all county core languages (listed in 1.0, K-1) are expected to be the same rate?
- A87. Yes. Vendors shall submit fixed rate per word based on Standard Requests and Emergency Requests, as described in Appendix L-2 (Revised), Price Sheet, In-Person Oral Interpretation Services, of this RFSQ.
- Q88. Will the County consider separate price tiers of certain languages distinguishing commonplace languages like Spanish from languages of lesser diffusion like Sinhalese?
- A88. No. Vendors shall submit fixed rate per word based on Standard Requests and Emergency Requests, as described in Appendix L-2 (Revised), Price Sheet, In-Person Oral Interpretation Services, of this RFSQ.

RFSQ #2019-006 Addendum Number 2 September 17, 2019 Page 20 of 20

### <u>APPENDIX L-4 – PRICE SHEET AS-NEEDED LANGUAGE ASSISTANCE</u> SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

- Q89. It appears the County is requesting a single per hour/per 15 minute rate for all languages. Can vendors provide per hour/15 minutes rates for each language?
- A89. No. Vendors shall submit fixed rate per word based on Standard Requests and Emergency Requests, as described in Appendix L-4 (Revised), Price Sheet, Simultaneous Oral Interpretation Services, of this RFSQ.

#### <u>APPENDIX L-5 - PRICE SHEET AS-NEEDED LANGUAGE ASSISTANCE</u> SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

- Q90. It appears the County is requesting a single per hour/per 15 minute rate for all languages. Can vendors provide per hour/15 minutes rates for each language?
- A90. No. Vendors shall submit fixed rate per word based on Standard Requests and Emergency Requests, as described in Appendix L-5 (Revised), Price Sheet, Sign Language Interpretation Services, of this RFSQ.
- Q91. In Appendix L-5, is the Fixed Rate/Fee per 15 minutes for time after the 2 hour minimum?

A91. Yes.

See Part 1 – Modifications and Revisions to RFSQ, item 7, of this Addendum.

Pursuant to RFSQ, Section 1.8, County's Rights and Responsibilities, Addendum Number 2 has been made available on the Department of Public Health Contracts and Grants website at <a href="http://publichealth.lacounty.gov/cg/index.htm">http://publichealth.lacounty.gov/cg/index.htm</a> and on the County's website at <a href="http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp">http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp</a>.

Thank you for your interest in contracting with the County of Los Angeles. Except for the revisions contained in Addendum Number 1 and Addendum Number 2, there are no other revisions to the RFSQ. All other terms and conditions of the RFSQ remain in full force and effect.

Attachments (6)

#04504

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

#### **TABLE OF CONTENTS**

SECTION		TITLE	PAGE		
1.0	SCOPE OF WORK1				
	1.1	Overview of In Person Oral Interpretation Services	1		
	1.2	In Person Oral Interpretation Services Required	1		
	1.3	Languages for In Person Oral Interpretation Services	2		
2.0	QUAL	LITY CONTROL	2		
3.0	QUAL	QUALITY ASSURANCE PLAN2			
4.0	DEFI	DEFINITIONS			
5.0	RESF	PONSIBILITIES	4		
	COUNTY'S RESPONSIBILITIES				
	5.1	Personnel	4		
	5.2	Furnished Items	5		
	CONTRACTOR'S RESPONSIBILITIES				
	5.3	Personnel	5		
	5.9	Training Requirements	9		
	5.10	Contractor's Office	9		
6.0	MATERIALS AND EQUIPMENT				
7.0	HOURS/DAYS OF WORK1				
8.0	SERV	/ICE REQUESTS AND SPECIFIC WORK REQUIREMENTS	10		

Attachment:

Attachment A – Sample Service Request Form

# FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

#### 1.0 SCOPE OF WORK

#### 1.1 Overview of In-Person Oral Interpretation Services

For the purpose of this Statement of Work, In-Person Oral Interpretation Services (hereafter referred to as "interpretation services") are services provided by professional qualified human interpreters and consist of an interpreter to translate speech orally from one language to another language. The objective of interpretation services is to communicate with an individual at linguistically appropriate levels that ensure understanding.

#### 1.2 In-Person Oral Interpretation Services Required

Contractor shall provide interpretation services to non-English monolingual or limited English proficiency speaking individuals seeking services or information regarding medical, health, public health, and other social services. Contractor shall provide interpretation services for individuals in individual or group settings, including counseling, conferences, meetings, and other events where information is being conveyed. Contractor shall interpret from spoken English to any other spoken language, as identified in Section 1.3 below, as may be required by the Department. Additionally, Contractor shall interpret any other spoken language, as identified in Section 1.3, to spoken English, as may be required by the Department.

Contractor shall provide interpretation services, on an as-needed basis, as required by the Department, and further described in Section 8.0, Service Requests and Specific Work Requirements.

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

#### 1.3 Languages for In-Person Oral Interpretation Services

COUNTY CORE LANGUAGES (Listed in Alpha Order)*							
ALBANIAN	FRENCH	JAPANESE	SOMALI				
AMHARIC	FUKIENESE	KHMER	SPANISH				
ARABIC	FUZHOU	KOREAN	SWAHILI				
ARMENIAN	GERMAN	LAOTIAN	TAGALOG				
AZERBAIJANI	GREEK	LITHUANIAN	TAIWANESE				
BAHAMIAN	GUJARATI	MALAY	TAMIL				
BENGALI	HAITIAN CREOLE	MANDARIN	THAI				
BOSNIAN	HAUSA	MANGOLIAN	TOISHANESE				
BULGARIAN	HEBREW	NEPALI	TONGAN				
BURMESE	HINDI	POLISH	TURKISH				
CAMBODIAN	HMONG	PORTUGUESE	UKRAINIAN				
CANTONESE	HUNGARIAN	PUNJABI	URDU				
<b>CHAO-CHOW</b>	IBO	ROMANIAN	VIETNAMESE				
CROATION	ILOCANO	RUSSIAN					
DARI	INDONESIAN	SERBIAN					
FARSI	ITALIAN	SINHALESE					
*Additional languages not listed may be requested.							

#### 2.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of the Master Agreement. The plan shall be submitted to the Department Master Agreement Project Monitor for review. The plan shall include, but may not be limited to the following:

2.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.

#### 3.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

#### 3.1 Meetings

Contractor shall meet with the County as requested.

#### 3.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 4.0 DEFINITIONS

- **4.1 Appointment**: Date and time identified in Service Request Form.
- **4.2 Contractor's Project Manager**: The Contractor's designee responsible for managing the Master Agreement operations and to liaise with Department during the term of the Master Agreement.
- **4.3 Department's Master Agreement Project Monitor(s)**: A specific County employee designated by each Department requesting services under this Master Agreement to monitor the daily operations and responsible for inspecting any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- **4.4 County's Master Agreement Program Director**: Person designated by the Department of Public Health with authority on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the Department's Project Manager.
- **4.4 Department's Project Manager(s)**: A specific County employee designated by each Department requesting services to manage the day-to-day administration under this Master Agreement.
- **4.6 Day(s)**: Calendar day(s) unless otherwise specified.

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

- **4.7 Department**: Any of the three County department under the Health Agency, consisting of Departments of Public Health, Health Services, and Mental Health, which may obtain interpretation services under this Master Agreement.
- **4.8 Fiscal Year**: The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- **4.9 Individual**: Any person conducting business or requesting information or services from a department within the Health Agency.
- **4.10 Limited English Proficiency**: A limited ability to speak and/or understand English that may reduce an individual's ability to understand and respond to information provided by the Department.
- **4.11 Monolingual**: Involving, using, or speaking one language.
- **4.12 Service Request**: A request for in person oral interpretation services.
- **4.13 Service Request Form**: Form used to submit a Service Request.
- **4.14 Emergency Service Request**: A request that requires Contractor to complete interpretation services within 24 hours, which includes weekends, evenings, and County observed holidays, from the date and time of request from the Department.

#### 5.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

#### **COUNTY'S RESPONSIBILITIES**

#### 5.1 Personnel

DPH will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement - County. Specific duties will include:

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

- 5.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.
- 5.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 5.1.4 Approving additional languages for interpretation services, on an as-needed basis.

#### 5.2 Furnished Items

County will not provide any items under this Master Agreement.

#### **CONTRACTOR'S RESPONSIBILITIES**

- 5.3 Contractor shall have a minimum of three (3) years' experience within the last five (5) years' providing in person oral interpretation services as described in Section 1.0, Scope of Work, of this Statement of Work.
- 5.4 Contractor shall ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 5.5 Contractor shall assign sufficient staff to perform the provided services under this Master Agreement.
- 5.6 Contractor shall ensure that all staff providing services under this Master Agreement:
  - 5.6.1 Undergo background checks as set forth in sub-paragraph 7.4 Background and Security Investigations, of the Master Agreement.
  - 5.6.2 Comply with sub-paragraph 7.6 Confidentiality, of the Master Agreement.

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

- 5.6.3 Comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement shall be maintained in the personnel's file at Contractor's Los Angeles County office.
- 5.6.4 Comply with the applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.
- 5.7 Contractor shall staff a full-time Project Manager, and a designated alternate, (all hereafter "Project Manager") to act as a central point of contact with County under this Master Agreement as follows:
  - 5.7.1 Project Manager shall have two (2) years of experience in project management within the last five (5) years.
  - 5.7.2 Project Manager must be physically located at the Contractor's office location within Los Angeles County.
  - 5.7.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager shall be able to effectively communicate, in English, both orally and in writing.
  - 5.7.4 Project Manager must be available to the County as further described in Section 5.10, Contractor's Office, of this Statement of Work.
- 5.8 Contractor shall assign professional human interpreters that are available to provide interpretation services as described in Section 8.0, Service Requests and Specific Work Requirements, of this Statement of Work, and meet all the following requirements:
  - 5.8.1 Have at least one (1) year of experience performing interpretation services.

# FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

- 5.8.2 Be at least 18 years of age.
- 5.8.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 5.8.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker and cultural awareness of the language being requested for interpretation, as well as demonstrate synchronicity and live intonation in interpretation.
- 5.8.5 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
- 5.8.6 Have tested for and passed Contractor's documented and formalized certification procedure for in person oral interpretation that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translation Services Certification of Interpreters & Translators in the language(s) for which they are providing interpretation services.
- 5.8.7 Have been credentialed by a recognized Healthcare Interpreter credentialing organization such as, but not limited to, the Certification Commission for Healthcare Interpreters (CCHI) and the National Board of Certification for Medical Interpreters (NBCMI) or have completed training to correctly interpret medical terminology to and from English and to and from the County's Core Language(s):
  - a) Credentialed: Have a valid and active Healthcare/Medical Interpreter Certification from one of the accredited organizations; or
  - b) Training: Have completed a 40-hour healthcare/medical interpreter education course which covers medical terminology with coursework including, but not limited to, anatomy and physiology, medical specialties, healthcare practices, diagnostic procedures and testing, pathology and treatment, ethics, linguistic challenges, sight translations,

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

and cultural competence; a certificate of completion is the only acceptable proof (academic or non-academic program).

- 5.8.8 Maintain a proficiency level that is equivalent to the standards set forth by National Council on Interpreting in Health Care whose Code of Professional Conduct requires the following components to maintain excellence:
  - Mastery of the target language equivalent to that of an educated native speaker, including regional idioms and colloquialisms;
  - b) Follow a code of ethics and ethical standards as prescribed by the professional interpreters' organization;
  - c) Recognize and address common misunderstandings that may arise due to differing cultural expectation and assumptions;
  - d) Maintain current knowledge of the subject material and its terminology in both languages;
  - e) Maintain appropriate professional boundaries avoiding any conflict of interests:
  - f) Continue efforts to improve, broaden, and deepen skills and knowledge;
  - g) Render communication accurately and transparently, including brief written translations (i.e. signs, instructions, etc.); and
  - h) Maintain impartiality when conveying information.
- 5.8.9 Provide interpretation services only for the language(s) they have been certified to interpret.
- 5.8.10 Contractor's staff providing interpretation services shall display non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.
- 5.8.11 Provide interpretation services in a manner without interjecting personal opinions and without personal commentary.
- 5.8.12 Contractor shall ensure that all of its staff providing services hereunder, have undergone and successfully passed a current physical health examination and are free from infectious

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

diseases. In no event shall County be liable or responsible for any cost incurred by Contractor to meet this requirement.

5.8.13 Contractor's staff assigned to provide interpretation services must be able to present valid State identification upon arrival to request location.

#### 5.9 Training Requirements

- 5.9.1 Contractor shall provide training programs and continuing in-service training for all staff providing services under this Master Agreement.
- 5.9.2 Contractor shall train, test, and qualify interpreters to ensure they provide interpretation services in accordance with the confidentiality and non-disclosure requirements included in the Master Agreement, HIPAA and 42 CFR Part 2 Confidentiality.
- 5.9.3 Contractor shall maintain complete training and certification records for all interpreters and make records available to County for review within five (5) days of County's Request. Training and certification records must contain, at a minimum, the following:
  - a) Information that specifies how the interpreter's language fluency was verified/tested;
  - b) Date that interpreter's fluency was verified/tested;
  - c) Identification of the language(s) which the interpreter is qualified to interpret;
  - d) Identification of the level of competency verified/tested;
  - e) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
  - f) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

#### 5.10 Contractor's Office

Contractor shall maintain an administrative office location in Los Angeles County with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The administrative office shall be staffed during the hours of 8:00 am to 5:00 pm,

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

Pacific Time, Monday through Friday, by at least one employee who can respond to inquiries or complaints which may be received about the Contractor's performance under this Statement of Work, or other issues or concerns.

Responses to requests shall be provided on a 24 hours per day, seven (7) days pers week, and 365 days per year basis, as described in Sections 7.0 Hours/Days of Work for Services and 8.0 Service Requests and Specific Work Requirements.

#### 6.0 MATERIALS AND EQUIPMENT

- 6.1 Contractor shall provide all materials, supplies, and/or equipment needed for the provision of services under this Statement of Work.
- 6.2 Contractor shall purchase and/or maintain all materials, supplies, and/or equipment needed to provide interpretation services under this Statement of Work. Contractor shall use materials, supplies and/or equipment that are safe for the environment and safe for use by staff.
- 6.3 In no event shall County be liable or responsible for payment for any materials, supplies, and/or equipment obtained and/or maintained by Contractor to provide services under this Master Agreement.

#### 7.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor shall provide a telephone number and an e-mail address where the Department can request interpretation services, as further described in Section 8.0, Service Requests and Specific Work Requirements, and to respond to questions and/or concerns from the Department regarding the service request on a 24 hours per day, seven (7) days per week, and 365 days per year basis.

#### 8.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

8.1 On an as-needed basis, the Department will contact Contractor via telephone or e-mail, with a Service Request Form, Appendix K-2 – Attachment A, that will identify the type of interpretation services request,

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

describe the services needed, and provide any additional information needed.

- 8.2 Department shall have the right to cancel a request without incurring any financial liability, if cancellation is made within 48 hours of appointment. If cancellation of a request is made within 24 hours of appointment, Department will incur a penalty fee equivalent to two (2) hours of interpretation services.
- 8.3 Contractor shall provide interpretation services as follows:
  - 8.3.1 In locations (including clinics, community-based organization facilities, public health facilities, substance use disorder treatment facilities, etc.) throughout Los Angeles County.
  - 8.3.2 In individual settings (one-on-one) or group settings (meetings where there are more than two individuals participating and where at least one of the individuals requires interpretation services).
  - 8.3.3 Minimum of two (2) hours to a maximum of six (6) hours per day.
  - 8.3.4 Minimum of one (1) day to seven (7) days per week, for several weeks, or more. Appointments that have a duration of several weeks, or more, will be requested at a maximum of two (2) weeks at a time via the Service Request Form.
- 8.4 Upon receipt of an Emergency Service Request for interpretation services made within 24 hours prior to appointment, Contractor shall:
  - 8.4.1 acknowledge receipt of request received via email by responding to the Department's e-mail within one (1) hour; and
  - 8.4.2 provide confirmation of ability to provide interpretation services within two (2) hours of the request and provide interpreter name and contact information for addressing issues with the request.
- 8.5 Upon receipt of a Service Request for interpretation services made within one (1) two (2) to four (4) business days prior to appointment, Contractor shall:

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

- 8.5.1 acknowledge receipt of request received via email by responding to the Department's e-mail within three (3) hours; and
- 8.5.2 provide confirmation of ability to provide interpretation services within one (1) business day prior to appointment and provide interpreter name and contact information for addressing issues with the request.
- 8.6 Upon receipt of a Service Request for interpretation services made within five (5) to ten (10) days prior to appointment, Contractor shall:
  - 8.6.1 acknowledge receipt of request received via email by responding to the Department's e-mail within three (3) hours; and
  - 8.6.2 provide confirmation of ability to provide interpretation services within two (2) business days prior to appointment and provide interpreter name and contact information for addressing issues with the request.
- 8.7 Upon receipt of a Service Request for interpretation services made more than ten (10) days in advance of appointment, Contractor shall:
  - 8.7.1 acknowledge receipt of request received via email by responding to the Department's e-mail within three (3) hours; and
  - 8.7.2 provide confirmation of ability to provide interpretation services within five (5) business days prior to appointment and provide interpreter name and contact information for addressing issues with the request.

If Department does not receive a response within the deadlines as described in 8.4, 8.5, 8.6, and 8.7 above, the Department will select another Contractor.

- 8.8 Contractor shall immediately notify the Department of any cancellation and provide an explanation. Contractor shall make arrangements to provide Department with the necessary replacement interpreter.
- 8.9 Contractor shall ensure the required number of interpreters for the requested service. This may require booking a back-up interpreter in case of illness or other emergency situations that prevent an interpreter from fulfilling the request. Contractor shall follow generally accepted standards of practice which may include teaming.

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

- 8.10 Contractor shall ensure that interpreters arrive to assignments at scheduled appointment time.
- 8.11 Contractor shall maintain adequate records for each request detailing the services that are provided, including but not limited to:
  - a) Name, address and contact person from the Department;
  - b) Type of interpretation service;
  - c) Language;
  - d) Name of Individual (if applicable);
  - e) Type of setting (individual, group, or event)
  - f) Number of hours of interpreting services provided;
  - g) Date and location;
  - h) Name of interpreter(s) who provided services.

#### **AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES**

#### **TABLE OF CONTENTS**

SECTION		TITLE	PAGE			
1.0	SCOPE OF WORK					
	1.1	Overview of Simultaneous Oral Interpretation Services	1			
	1.2	Simultaneous Oral Interpretation Services Required	1			
	1.3	Languages for Simultaneous Oral Interpretation Services	2			
2.0	QUAI	QUALITY CONTROL				
3.0	QUAI	QUALITY ASSURANCE PLAN2				
4.0	DEFI	DEFINITIONS3				
5.0	RESF	RESPONSIBILITIES				
	COU	COUNTY'S RESPONSIBILITIES				
	5.1	Personnel	4			
	5.2	Furnished Items	5			
	CONTRACTOR'S RESPONSIBILITIES					
	5.3	Personnel	5			
	5.9	Training Requirements	9			
	5.10	Contractor's Office	9			
6.0	MATE	ERIALS AND EQUIPMENT	10			
7.0	HOU	HOURS/DAYS OF WORK11				
8.0	SER\	VICE REQUESTS AND SPECIFIC WORK REQUIREMENTS	11			
	Δttac	hment:				

Attachment A – Sample Service Request Form

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

#### 1.0 SCOPE OF WORK

#### 1.1 Overview of Simultaneous Oral Interpretation Services

For the purpose of this Statement of Work, Simultaneous Oral Interpretation Services (hereafter referred as "interpretation services") are services provided by professional qualified human interpreters and consist of an interpreter to translate speech orally from one language to another language. The objective of interpretation services is to capture what is said in real-time and suited for large-scale events and group counseling sessions, diverse durations, and situations where a pause in conversation is not beneficial. The information is transmitted into a microphone and delivered to the listener(s) via headsets.

#### 1.2 Simultaneous Oral Interpretation Services Required

Contractor shall provide interpretation services to non-English monolingual or limited English proficiency speaking individuals for large-scale events (including community events, meetings, workshops, trainings, townhalls, etc.) and group counseling sessions needed to facilitate communication and understanding of medical, health and public health, and other information. Contractor shall interpret spoken English to any other spoken language, as identified in Section 1.3 below, as may be required by the Department. Additionally, Contractor shall interpret any other spoken language, as identified in Section 1.3 and translate to spoken English, as may be required by the Department.

Contractor shall provide interpretation services, on an as-needed basis, as required by the Department, and further described in Section 8.0, Service Requests and Specific Work Requirements.

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

#### 1.3 Languages for Simultaneous Oral Interpretation Services

COUNTY CORE LANGUAGES (Listed in Alpha Order)*			
ALBANIAN	FRENCH	JAPANESE	SOMALI
AMHARIC	FUKIENESE	KHMER	SPANISH
ARABIC	FUZHOU	KOREAN	SWAHILI
ARMENIAN	GERMAN	LAOTIAN	TAGALOG
AZERBAIJANI	GREEK	LITHUANIAN	TAIWANESE
BAHAMIAN	GUJARATI	MALAY	TAMIL
BENGALI	HAITIAN	MANDARIN	THAI
	CREOLE		
BOSNIAN	HAUSA	MANGOLIAN	TOISHANESE
BULGARIAN	HEBREW	NEPALI	TONGAN
BURMESE	HINDI	POLISH	TURKISH
CAMBODIAN	HMONG	PORTUGUESE	UKRAINIAN
CANTONESE	HUNGARIAN	PUNJABI	URDU
<b>CHAO-CHOW</b>	IBO	ROMANIAN	VIETNAMESE
CROATION	ILOCANO	RUSSIAN	
DARI	INDONESIAN	SERBIAN	
FARSI	ITALIAN	SINHALESE	
*Additional languages not listed may be requested.			

#### 2.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of the Master Agreement. The plan shall be submitted to the Department Master Agreement Project Monitor for review. The plan shall include, but may not be limited to the following:

2.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.

#### 3.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

#### 3.1 Meetings

Contractor shall meet with the County as requested.

#### 3.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 4.0 DEFINITIONS

- **4.1 Appointment**: Date and time identified in Service Request Form.
- **4.2 Contractor's Project Manager**: The Contractor's designee responsible for managing the Master Agreement operations and to liaise with Department during the term of the Master Agreement.
- **4.3 Department's Master Agreement Project Monitor(s)**: A specific County employee designated by each Department requesting services under this Master Agreement to monitor the daily operations and responsible for inspecting any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- **4.4 County's Master Agreement Program Director**: Person designated by the Department of Public Health with authority on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the Department's Project Manager.
- **4.5 Department's Project Manager(s)**: A specific County employee designated by each Department requesting services to manage the day-to-day administration under this Master Agreement.
- **4.6 Day(s)**: Calendar day(s) unless otherwise specified.

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

- **4.7 Department**: Any of the three County department under the Health Agency, consisting of Departments of Public Health, Health Services, and Mental Health, which may obtain interpretation services under this Master Agreement.
- **4.8 Fiscal Year**: The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- **4.9 Individual**: Any person conducting business or requesting information or services from a department within the Health Agency.
- **4.10 Limited English Proficiency**: A limited ability to speak and/or understand English that may reduce an individual's ability to understand and respond to information provided by the Department.
- **4.11 Monolingual**: Involving, using, or speaking one language.
- **4.12 Service Request**: A request for simultaneous oral interpretation services and any relevant equipment for a scheduled service.
- **4.13** Service Request Form: Form used to submit a Service Request.
- **4.14 Emergency Service Request**: A request that requires Contractor to complete interpretation services within 24 hours, which includes weekends, evenings, and County observed holidays, from the date and time of request from the Department.

#### 5.0 RESPONSIBILITIES

County's and the Contractor's responsibilities are as follows:

#### COUNTY'S RESPONSIBILITIES

#### 5.1 Personnel

DPH will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement - County. Specific duties will include:

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 5.1.4 Approving additional languages for interpretation services, on an as-needed basis.

#### 5.2 Furnished Items

County will not provide any items under this Master Agreement.

#### CONTRACTOR'S RESPONSIBILITIES

- 5.3 Contractor shall have a minimum of three (3) years' experience within the last five (5) years' providing simultaneous oral interpretation as described in Section 1.0, Scope of Work, of this Statement of Work.
- 5.4 Contractor shall ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 5.5 Contractor shall assign sufficient staff to perform the provided services under this Master Agreement.
- 5.6 Contractor shall ensure that all staff providing services under this Master Agreement:
  - 5.6.1 Undergo background checks as set forth in sub-paragraph 7.4 Background and Security Investigations, of the Master Agreement.
  - 5.6.2 Comply with sub-paragraph 7.6 Confidentiality, of the Master Agreement.

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

- 5.6.3 Comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement shall be maintained in the personnel's file at Contractor's Los Angeles County office.
- 5.6.4 Comply with the applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.
- 5.7 Contractor shall staff a full-time Project Manager, and a designated alternate, (all hereafter "Project Manager") to act as a central point of contact with the County under this Master Agreement as follows:
  - 5.7.1 Project Manager shall have two (2) years of experience in project management within the last five (5) years.
  - 5.7.2 Project Manager must be physically located at the Contractor's office location within Los Angeles County.
  - 5.7.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager shall be able to effectively communicate, in English, both orally and in writing.
  - 5.7.4 Project Manager must be available to the County as further described in Section 5.10, Contractor's Office, of this Statement of Work.
- 5.8 Contractor shall assign professional human interpreters that are available to provide interpretation services as described in Section 8.0, Service Requests and Specific Work Requirements, of this Statement of Work, and meet all the following requirements:
  - 5.8.1 Have at least one (1) year of experience performing interpretation services.

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

- 5.8.2 Be at least 18 years of age.
- 5.8.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 5.8.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker and cultural awareness of the language being requested for interpretation, as well as demonstrate synchronicity and live intonation in simultaneous interpretation.
- 5.8.5 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
- 5.8.6 Have tested for and passed Contractor's documented and formalized certification procedure for simultaneous oral interpretation that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translation Services Certification of Interpreters & Translators in the language(s) for which they are providing interpretation services.
- 5.8.7 Have been credentialed by a recognized Healthcare Interpreter credentialing organization such as, but not limited to, the Certification Commission for Healthcare Interpreters (CCHI) and the National Board of Certification for Medical Interpreters (NBCMI) or have completed training to correctly interpret medical terminology to and from English and to and from the County's Core Language(s).
  - a) Credentialed: Have a valid and active Healthcare/Medical Interpreter Certification from one of the accredited organizations; or
  - b) Training: Have completed a 40-hour healthcare/medical interpreter education course which covers medical terminology with coursework including, but not limited to, anatomy and physiology, medical specialties, healthcare practices, diagnostic procedures and testing, pathology and treatment, ethics, linguistic challenges, sight translations,

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

and cultural competence; a certificate of completion is the only acceptable proof (academic or non-academic program).

- 5.8.8 Maintain a proficiency level that is equivalent to the standards set forth National Council on Interpreting in Health Care whose Code of Professional Conduct requires the following components to maintain excellence:
  - a) Mastery of the target language equivalent to that of an educated native speaker, including regional idioms and colloquialisms;
  - b) Follow a code of ethics and ethical standards as prescribed by the professional interpreters' organization;
  - c) Recognize and address common misunderstandings that may arise due to differing cultural expectation and assumptions;
  - d) Maintain current knowledge of the subject material and its terminology in both languages;
  - e) Maintain appropriate professional boundaries avoiding any conflict of interests;
  - f) Continue efforts to improve, broaden, and deepen skills and knowledge;
  - g) Render communication accurately and transparently, including brief written translations (i.e. signs, instructions, etc.); and
  - h) Maintain impartiality when conveying information.
- 5.8.9 Provide interpretation services only for the language(s) they have been certified to interpret.
- 5.8.10 Contractor's staff providing interpretation services shall display non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.
- 5.8.11 Provide interpretation services in a manner without interjecting personal opinions and without personal commentary.
- 5.8.12 Contractor shall ensure that all of its staff providing services hereunder, have undergone and successfully passed a current physical health examination and are free from infectious

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

diseases. In no event shall County be liable or responsible for any cost incurred by Contractor to meet this requirement

5.8.13 Contractor's staff assigned to provide interpretation services must be able to present valid State identification upon arrival to request location.

#### 5.9 Training Requirements

- 5.9.1 Contractor shall provide training programs and continuing in-service training for all staff providing services under this Master Agreement.
- 5.9.2 Contractor shall train, test, and qualify interpreters to ensure they provide interpretation services in accordance with the confidentiality and non-disclosure requirements included in the Master Agreement, HIPAA and 42 CFR Part 2 Confidentiality.
- 5.9.3 Contractor shall maintain complete training and certification records for all interpreters and make records available to County for review within five (5) days of County's Request. Training and certification records must contain, at a minimum, the following:
  - a) Information that specifies how the interpreter's language fluency was verified/tested;
  - b) Date that interpreter's fluency was verified/tested;
  - c) Identification of the language(s) which the interpreter is qualified to interpret;
  - d) Identification of the level of competency verified/tested;
  - e) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
  - f) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

#### 5.10 Contractor's Office

Contractor shall maintain an administrative office location in Los Angeles County with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

administrative office shall be staffed during the hours of 8:00 am to 5:00 pm, Pacific Time, Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance under this Statement of Work, or other issues or concerns.

Responses to requests shall be provided on a 24 hours per day, seven (7) days pers week, and 365 days per year basis, as described in Sections 7.0 Hours/Days of Work for Services and 8.0 Service Requests and Specific Work Requirements.

#### 6.0 MATERIALS AND EQUIPMENT

- 6.1 Contractor shall provide all materials, supplies, equipment and/or audio technician needed for the provision of services under this Statement of Work.
- 6.2 Contractor shall purchase and/or maintain all materials, supplies and/or equipment needed to provide interpretation services under this Master Agreement. Contractor shall use materials, supplies and/or equipment that are safe for the environment and safe for use by staff.
- 6.3 Contractor shall utilize state-of-the-art portable wireless simultaneous interpretation equipment (e.g. booth, receivers, transmitters, and console) and systems, to provide the interpretation services, as outlined in Section 8.0, Service Request and Specific Work Requirements.
- 6.4 Contractor shall provide backup options in the event of equipment failure to ensure that no degradation or interruption of required interpretation services occurs.
- 6.5 In no event shall County be liable or responsible for payment for any materials, supplies, and/or equipment obtained and/or maintained by Contractor to provide services under this Master Agreement.

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

#### 7.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor shall provide a telephone number and an e-mail address where the Department can request interpretation services, as further described in Section 8.0, Service Request and Specific Work Requirements, and to respond to questions and/or concerns from the Department regarding the service request on a 24 hours per day, seven (7) days per week, and 365 days per year basis.

#### 8.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

- 8.1 On an as-needed basis, the Department will contact Contractor via telephone or e-mail, with a Service Request Form, Appendix K-4 Attachment A, that will identify the type of interpretation services request, describe the services needed, and provide any additional information needed.
- 8.2 Department shall have the right to cancel a request without incurring any financial liability, if cancellation is made within 48 hours of appointment. If cancellation of a request is made within 24 hours of appointment, Department will incur a penalty fee equivalent to two (2) hours of interpretation services.
- 8.3 Contractor shall provide interpretation services as follows:
  - 8.3.1 In locations and in settings (including clinics, conference centers, community-based agencies, public health facilities, substance use disorder treatment facilities, etc.) throughout Los Angeles County.
  - 8.3.2 Services may be requested for large-scale events or for group counseling sessions (more than two individuals with typically only one needing interpretation services). Services may include but are not limited to the following: clinical services including diagnostic (assessment, intake, screening, etc.), therapeutic (group counseling, individual counseling, etc.), rehabilitative (case management, discharge services, patient education, etc.), or preventive services.
  - 8.3.3 Minimum of two (2) hours to a maximum of six (6) hours per day.

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

- 8.3.4 Minimum of one (1) to seven (7) days per week, for several weeks, or more. Appointments that have a duration of several weeks, or more, will be requested at a maximum of two (2) weeks at a time via the Service Request Form.
- 8.4 Upon receipt of an Emergency Service Request for interpretation services made within 24 hours prior to appointment, Contractor shall:
  - 8.4.1 acknowledge receipt of request received via email by responding to the Department's e-mail within one (1) hour; and
  - 8.4.2 provide confirmation of ability to provide interpretation services within two (2) hours of the request and provide interpreter name and contact information for addressing issues with the request.
- 8.5 Upon receipt of a Service Request for interpretation services made within one (1) two (2) to four (4) business days prior to appointment, Contractor shall:
  - 8.5.1 acknowledge receipt of request received via email by responding to the Department's e-mail within three (3) hours; and
  - 8.5.2 provide confirmation of ability to provide interpretation services within one (1) business day prior to appointment and provide interpreter name and contact information for addressing issues with the request.
- 8.6 Upon receipt of a Service Request for interpretation services made within five (5) to ten (10) business days prior to appointment, Contractor shall:
  - 8.6.1 acknowledge receipt of request received via email by responding to the Department's e-mail within three (3) hours; and
  - 8.6.2 provide confirmation of ability to provide interpretation services within two (2) business days prior to appointment and provide interpreter name and contact information for addressing issues with the request.
- 8.7 Upon receipt of a Service Request for interpretation services made more than ten (10) business days in advance of appointment, Contractor shall:

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

- 8.7.1 acknowledge receipt of request received via email by responding to the Department's e-mail within three (3) hours; and
- 8.7.2 provide confirmation of ability to provide interpretation services within five (5) business days prior to appointment and provide interpreter name and contact information for addressing issues with the request.

If Department does not receive a response within the deadlines as described in 8.4, 8.5, 8.6, and 8.7 above, the Department will select another Contractor.

- 8.8 Contractor shall immediately notify the Department of any cancellation and provide an explanation. Contractor shall make arrangements to provide Department with the necessary replacement interpreter.
- 8.9 Contractor shall ensure the required number of interpreters for the requested service. This may require booking a back-up interpreter in case of illness or other emergency situations that prevent an interpreter from fulfilling the request. Contractor shall follow generally accepted standards of practice which may include teaming.
- 8.10 Contractor shall ensure that interpreters arrive to assignments at scheduled appointment time.
- 8.11 Contractor shall maintain adequate records for each request detailing the services that are provided, including but not limited to:
  - a) Name, address and contact person from the Department;
  - b) Type of interpretation service:
  - c) Language;
  - d) Name of Individual (if applicable);
  - e) Type of setting (individual, group, or event)
  - f) Number of hours of interpreting services provided;
  - g) Date and location;
  - h) Name of interpreter(s) who provided services.

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

#### **TABLE OF CONTENTS**

SECTION	ON	IIILE	PAGE
1.0	SCO	PE OF WORK	1
	1.1	Overview of Sign Language Interpretation Services	1
	1.2	Sign Language Interpretation Services Required	1
2.0	QUAI	LITY CONTROL	2
3.0	QUAI	LITY ASSURANCE PLAN	2
4.0	DEFI	NITIONS	2
5.0	RESF	PONSIBILITIES	4
	COU	NTY'S RESPONSIBILITIES	
	5.1	Personnel	4
	5.2	Furnished Items	4
	CON	TRACTOR'S RESPONSIBILITIES	
	5.3	Personnel	
	5.9	Training Requirements	7
	5.10	Contractor's Office	8
6.0	MATE	ERIALS AND EQUIPMENT	9
7.0	HOUI	RS/DAYS OF WORK	9
8.0	SER\	/ICE REQUESTS AND SPECIFIC WORK REQUIREMENTS	9

Attachment:

Attachment A – Sample Service Request Form

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

#### 1.0 SCOPE OF WORK

#### 1.1 Overview of Sign Language Interpretation Services

For the purpose of this Statement of Work, Sign Language Interpretation Services (hereafter referred to as "sign language services") are services provided by professional qualified human interpreters to translate spoken English to American Sign Language (ASL), Spanish Speaking Sign Language and/or English Sign Language. Sign language services consist of the shape, placement, and movement of the hands, as well as facial expressions and body movements in order for an individual with a hearing impairment to understand what is being communicated. The objective of interpretation services is to communicate with an individual at levels that ensure understanding.

#### 1.2 Sign Language Services Required

Contractor shall provide sign language services to hearing impaired individuals seeking service or information regarding medical, health, public health, and other social services, as needed. Contractor shall interpret from spoken English to ASL, Spanish Speaking Sign Language, or English Sign Language, as may be required by the Department. Additionally, Contractor shall interpret ASL, Spanish Sign Language, or English Sign Language to spoken English, as needed. Sign language services may be conducted on-site, at a Department of Public Health facility, or offsite at other County or non-County facilities and provided to one or more individuals, in an individual setting (one-on-one) or group setting (meeting/training where there are more than two individuals participating and where at least one of the individuals requires interpretation services).

Contractor shall provide sign language services, on an as-needed basis, as required by the Department, as further described in Section 8.0, Service Requests and Specific Work Requirements.

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

#### 2.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of this Master Agreement. The plan shall be submitted to the Department Master Agreement Project Monitor for review. The plan shall include, but may not be limited to the following:

2.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.

#### 3.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

#### 3.1 Meetings

Contractor shall meet with the County as requested.

#### 3.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 4.0 **DEFINITIONS**

- **4.1 Appointment**: Date and time identified in Service Request Form.
- **4.2 Contractor's Project Manager**: Contractor's designee responsible for managing the Master Agreement operations and to liaise with Department during the term of the Master Agreement.

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

- **4.2 Department's Master Agreement Project Monitor(s)**: A specific County employee designated by each Department requesting services under this Master to monitor the daily operations under this Master Agreement and responsible for inspecting any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- **4.3 County's Master Agreement Program Director**: Person designated by the Department of Public Health with authority on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the Department's Project Manager.
- **4.4 Department's Project Manager(s)**: A specific County employee designated by each Department requesting services to manage the day-to-day administration under this Master Agreement.
- **4.5 Day(s)**: Calendar day(s) unless otherwise specified.
- **4.6 Department**: Any of the three County department under the Health Agency, consisting of Departments of Public Health, Health Services, and Mental Health, which may obtain sign language services under this Master Agreement.
- **4.7 Fiscal Year**: The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- **4.8 Individual**: Any person conducting business or requesting information or services from a department within the Health Agency.
- **4.9 Service Request**: A request for sign language interpretation services.
- **4.10 Service Request Form**: Form used to submit a Service Request.
- 4.11 Trilingual Interpretation Services: American Sign Language, Spanish Speaking Sign Language, and English-Speaking Sign Language. Fluency in three languages: Sign Language (ASL, Spanish Sign Language or English Sign Language), spoken English and spoken Spanish.

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

**4.12 Emergency Service Request**: A request that requires Contractor to complete interpretation services within 24 hours, which includes weekends, evenings, and County observed holidays, from the date and time of request from the Department.

#### 5.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

#### **COUNTY'S RESPONSIBILITIES**

#### 5.1 Personnel

DPH will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement - County. Specific duties will include:

- 5.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.
- 5.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### 5.2 Furnished Items

County will not provide items under this agreement.

#### CONTRACTOR'S RESPONSIBILITIES

5.3 Contractor shall have a minimum of three (3) years' experience within the last five (5) years' providing sign language interpretation services as described in Section 1.0, Scope of Work, of this Statement of Work.

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

- 5.4 Contractor shall ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 5.5 Contractor shall assign sufficient staff to perform the provided services under this Master Agreement.
- 5.6 Contractor shall ensure that all staff providing services under this Master Agreement:
  - 5.6.1 Undergo background checks as set forth in sub-paragraph 7.4 Background and Security Investigations, of the Master Agreement.
  - 5.6.2 Comply with sub-paragraph 7.6 Confidentiality, of the Master Agreement.
  - 5.6.3 Comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement shall be in the personnel's file at Contractor's Los Angeles County office.
  - 5.6.4 Comply with the applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.
- 5.7 Contractor shall staff a full-time Project Manager, and a designated alternate, (all hereafter "Project Manager") to act as a central point of contact with the County under this Master Agreement as follows:
  - 5.7.1 Project Manager shall have two (2) years of experience in project management within the last five (5) years.
  - 5.7.2 Project Manager must be physically located at the Contractor's office location within Los Angeles County.

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

- 5.7.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager shall be able to effectively communicate, in English, both orally and in writing.
- 5.7.4 Project Manager must be available to the County as further described in Section 5.10, Contractor's Office, of this Statement of Work
- 5.8 Contractor shall assign professional human interpreters that are available to provide sign language services as described in Section 8.0, Service Requests and Specific Work Requirements, of this Statement of Work, and meet all the following requirements:
  - 5.8.1 Have at least one (1) year of experience performing sign language services.
  - 5.8.2 Be at least 18 years of age.
  - 5.8.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
  - 5.8.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker and cultural awareness of the language being requested for interpretation.
  - 5.8.5 Have been certified by the National Association of the Deaf (NAD) and Registry of Interpreters for the Deaf (RID).
  - 5.8.6 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
  - 5.8.7 Maintain a proficiency level that is equivalent to the standards set forth by the National Council on Interpreting in Health Care, including the following components to maintain excellence:
    - Mastery of the target language equivalent to that of an educated native Individual, including regional idioms and colloquialisms;
    - b) Follow a code of ethics and ethical standards as prescribed by the professional interpreters' organization;

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

- c) Recognize and address common misunderstandings that may arise due to differing cultural expectation and assumptions;
- d) Maintain current knowledge of the subject material and its terminology in both languages;
- e) Maintain appropriate professional boundaries avoiding any conflict of interests;
- f) Continue efforts to improve, broaden, and deepen skills and knowledge;
- g) Render communication accurately and transparently, including brief written translations (i.e. signs, instructions, etc.); and
- h) Maintain impartiality when conveying information.
- 5.8.8 Contractor's staff providing sign language services shall display non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.
- 5.8.9 Contractor's staff shall provide sign language services in a manner without interjecting personal opinions and without personal commentary.
- 5.8.10 Contractor shall ensure that all of its staff providing services hereunder, have undergone and successfully passed a current physical health examination and are free from infectious diseases. In no event shall County be liable or responsible for any cost incurred by Contractor to meet this requirement
- 5.8.11 Contractor's staff assigned to provide sign language services must be able to present valid State identification upon arrival to request location.

#### 5.9 Training Requirements

- 5.9.1 Contractor shall provide training programs and continuing in-service training for all staff providing services under this Master Agreement.
- 5.9.2 Contractor shall train, test, and qualify interpreters to ensure they provide sign language services in accordance with the confidentiality and non-disclosure requirements included in the Master Agreement, HIPAA and 42 CFR Part 2 Confidentiality.

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

In addition to HIPAA and Confidentiality requirements, Contractor shall train, test and qualify interpreters to ensure that they provide all Services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).

- 5.9.3 Contractor shall maintain complete training and certification records for all interpreters and make records available to County for review within five (5) days of County's Request. Training and certification records must contain, at a minimum, the following:
  - a) Information that specifies how the interpreter's language fluency was verified/tested;
  - b) Date that interpreter's fluency was verified/tested;
  - c) Identification of the language(s) which the interpreter is qualified to interpret;
  - d) Identification of the level of competency verified/tested;
  - e) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
  - f) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

#### 5.10 Contractor's Office

Contractor shall maintain an administrative office location in Los Angeles County with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 am to 5:00 pm, Pacific Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under this Statement of Work, or other issues or concerns.

Responses to requests shall be provided on a 24 hours per day, seven (7) days pers week, and 365 days per year basis, as described in Sections 7.0 Hours/Days of Work for Services and 8.0 Service Requests and Specific Work Requirements.

# STATEMENT OF WORK FOR AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

#### 6.0 MATERIALS AND EQUIPMENT

- 6.1 Contractor shall provide all materials, supplies, and/or equipment needed for the provision of services under this Statement of Work.
- 6.2 Contractor shall purchase and/or maintain all materials, supplies, and/or equipment needed to provide interpretation services under this Master Agreement. Contractor shall use materials, supplies and/or equipment that are safe for the environment and safe for use by staff.
- 6.3 In no event shall County be liable or responsible for payment for any materials, supplies, and/or equipment obtained and/or maintained by Contractor to provide services under this Master Agreement.

#### 7.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor shall provide a telephone number and an e-mail address where the sign language services can be requested, as further described in Section 8.0, Service Requests and Specific Work Requirements, and to respond to questions and/or concerns from the Department regarding the service request on a 24 hours per day, seven (7) days per week, and 365 days per year basis.

#### 8.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

- 8.1 On an as-needed basis, the Department will contact Contractor via telephone or e-mail, with a Service Request Form, Appendix K-5 Attachment A, that will identify the type of sign language, describe the sign language services needed, and provide any additional information needed.
- 8.2 Department shall have the right to cancel a request without incurring any financial liability, if cancellation is made within 48 hours of appointment. If cancellation of a request is made within 24 hours of appointment, Department will incur a penalty fee equivalent to two (2) hours of sign language services.

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

- 8.3 Contractor shall provide sign language services that include, but are not limited, to the following:
  - 8.3.1 Sign language Interpreter Referral-24 hours a day, 7 days a week to include tactile, trilingual, and certified deaf interpretation.
  - 8.3.2 Communication Aids Note takers, computer aided transcription, written materials, open and closed captioning, videotext displays, cued speech transliterators, telecommunication devices for the deaf and exchange of written notes available upon request.
- 8.4 Contractor shall provide sign language services as follows:
  - 8.4.1 In locations (including clinics, community-based organization facilities, public health facilities, substance use disorder treatment facilities, etc.) throughout Los Angeles County.
  - 8.4.2 In either individual setting (one-on-one) or group setting (meetings/trainings where there are more than two individuals participating and where at least one of the individuals requires interpretation services).
  - 8.4.3 Minimum of two (2) hours to a maximum of eight (8) hours per day.
  - 8.4.4 Minimum of one (1) to seven (7) days per week, for several weeks, or more. Appointments that have a duration of several weeks, or more, will be requested at a maximum of two (2) weeks at a time via the Service Request Form.
- 8.5 Upon receipt of an Emergency Service Request for interpretation services made within 24 hours prior to appointment, Contractor shall:
  - 8.5.1 acknowledge receipt of request received via email by responding to the Department's e-mail within one (1) hour; and
  - 8.5.2 provide confirmation of ability to provide interpretation services within two (2) hours of the request and provide interpreter name and contact information for addressing issues with the request.

## AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

- 8.6 Upon receipt of a Service Request for sign language services made within one (1) two (2) to four (4) business days prior to appointment, Contractor shall:
  - 8.6.1 acknowledge receipt of request received via email by responding to the Department's e-mail within three (3) hours; and
  - 8.6.2 provide the Department confirmation of ability to provide sign language services within one (1) business day prior to appointment and provide interpreter name and contact information to address issues with the request.
- 8.7 Upon receipt of a Service Request for sign language services made within five (5) to ten (10) days prior to appointment, Contractor shall:
  - 8.7.1 acknowledge receipt of request received via email by responding to the Department's e-mail within three (3) hours; and
  - 8.7.2 provide the Department confirmation of ability to provide sign language services at least two (2) business days prior to appointment and provide interpreter name and contact information to address issues with request.
- 8.8 Upon receipt of a Service Request made for sign language services more than ten (10) business days in advance of appointment, Contractor shall:
  - 8.8.1 acknowledge receipt of request received via email by responding to the Department's e-mail within three (3) hours; and
  - 8.8.2 provide the Department with confirmation of ability to provide within five (5) business days prior to appointment and provide interpreter name and contact information to address issues with request.

If Department does not receive a response within the deadlines as described in 8.5, 8.6, 8.7, and 8.8 above, the Department will select another Contractor.

8.9 Contractor shall immediately notify the Department of any cancellation and provide an explanation. Contractor shall make arrangements to provide Department with the necessary replacement interpreter.

# AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

- 8.10 Contractor shall ensure the required number of interpreters for the requested service. This may require booking a back-up interpreter in case of illness or other emergency situations that prevent an interpreter from fulfilling the request. Contractor shall follow generally accepted standards of practice which may include teaming.
- 8.11 Contractor shall ensure that interpreters arrive to assignments at scheduled appointment time.
- 8.12 Contractor shall maintain adequate records for each request detailing the services that are provided, including but not limited to:
  - a) Name, address and contact person from the Department;
  - b) Type of interpretation service;
  - c) Language;
  - d) Name of Individual (if applicable);
  - e) Type of setting (individual, group, or event)
  - f) Number of hours of interpreting services provided;
  - g) Date and location;
  - h) Name of interpreter(s) who provided services.

# PRICE SHEET AS-NEEDED LANGUAGE ASSISTANCE SERVICES IN-PERSON ORAL INTERPRETATION SERVICES

VENDOR NAME:		
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The Contractor shall be paid for As-Needed Language Assistance Services - In Person Oral Interpretation Services rendered at hourly rate/fee listed below. Payment shall be made in accordance with the hours of service rendered, exclusive of travel to destination where service is to be performed. Increments of less than one full hour shall be compensated in 15 minute increments after the 2 hour minimum.

Fixed Rate/Fee	\$Per Hour (2 hour minimum)
Fixed Rate/Fee	\$Per 15 minutes  (after 2 hour minimum)
Emergency Request (Fixed Rate/Fee)	\$ Per Hour (2 hour minimum)
Emergency Request	\$ Per 15 minutes
Fixed Rate/Fee	(after 2 hour minimum)

"County Core Languages" are listed in 1.0 Scope of Work, of Appendix K-2 (REVISED), Statement of Work for In Person Oral Interpretation Services.

# PRICE SHEET AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIMULTANEOUS ORAL INTERPRETATION SERVICES

VENDOR NAME:		
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The Contractor shall be paid for As-Needed Language Assistance Services - Simultaneous Oral Interpretation Services rendered at hourly rate/fee listed below. Payment shall be made in accordance with the hours of service rendered, exclusive of travel to destination where service is to be performed. Increments of less than one full hour shall be compensated in 15 minute increments after the 2 hour minimum.

Fixed Rate/Fee	\$ Per Hour (2 hour minimum)
Fixed Rate/Fee	\$ Per 15 minutes (after 2 hour minimum)
Emergency Request Fixed Rate/Fee	\$ Per Hour (2 hour minimum)
Emergency Request Fixed Rate/Fee	\$ Per 15 minutes (after 2 hour minimum)

"County Core Languages" are listed in 1.0 Scope of Work, of Appendix K-4 (REVISED), Statement of Work for Simultaneous Oral Interpretation Services.

# PRICE SHEET AS-NEEDED LANGUAGE ASSISTANCE SERVICES SIGN LANGUAGE INTERPRETATION SERVICES

VENDOR NAME:			
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The Contractor shall be paid for As-Needed Language Assistance Services - Sign Language Interpretation Services rendered at hourly rate/fee listed below. Payment shall be made in accordance with the hours of service rendered, exclusive of travel to destination where service is to be performed. Increments of less than one full hour shall be compensated in 15 minute increments after the 2 hour minimum.

SIGN LANGUAGE INTERPRETATION SERVICES		
Fixed Rate/Fee	\$Per Hour (2 hour minimum)	
Fixed Rate/Fee	\$Per 15 minutes (after 2 hour minimum)	
Emergency Request Fixed Rate/Fee	\$ Per Hour (2 hour minimum)	
Emergency Request Fixed Rate/Fee	\$ Per 15 minutes (after 2 hour minimum)	

TACTILE AND TRILINGUAL SIGN LANGUAGE INTERPRETATION SERVICES		
Fixed Rate/Fee	\$Per Hour (2 hour minimum)	
Fixed Rate/Fee	\$Per 15 minutes (after 2 hour minimum)	
Emergency Request Fixed Rate/Fee	\$ Per Hour (2 hour minimum)	
Emergency Request Fixed Rate/Fee	\$ Per 15 minutes (after 2 hour minimum)	

As-Needed Language Assistance Services - Sign Language Interpretation Services will be provided at the fixed rate(s)/fee(s) referenced above.