

STATEWIDE FOREIGN LANGUAGE  
INTERPRETATION and TRANSLATION SERVICES

**AN OVERVIEW OF THE CONTRACT'S SERVICES**

PROJECT NO. 050B2400001

DEPARTMENT OF  
BUDGET & MANAGEMENT

Contract Term: 10/1/2012 through **2/28/2018** ~~9/30/2017~~  
(For Categories I & III)

Contract Term: 3/1/2013 through 2/28/2018  
(For Category II)

**Please Note:** *This Overview of the Contract's Services (Version 2, Dated Feb. 1, 2013) is for general reference purposes only to describe the DBM Contract's scope of services. It is based upon the Contract's original solicitation and subsequent addenda; however, this replication is unofficial and to be used only as a reference. Three attachments at the end of this document are examples of documents referenced in the Scope of Services text. When viewing them electronically, it may take a short time for your system to 'pull them up.'*

*For cross reference purposes, the original solicitation's Section 1-General Information corresponds to the Section 1 in this document. Information not pertaining to this document's current summary has been removed. The Section 2-Scope of Services herein is the same as the original solicitation's Section 2-Scope of Work (and its subsequent addenda). Sections that have been edited are noted by red text herein. Where the red text begins and concludes is noted with an asterisk.*

**For the official RFP, its addenda, and other contractual documents, please see the DBM URL:**  
<http://dbm.maryland.gov/contractors/contractlibrary/Pages/Language2012.aspx>

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## SECTION 1 - GENERAL INFORMATION

*Please Note: Wording in the color red is preceded and concluded with an asterisk (\*) and indicates the changes applicable to this document's latest version.*

### 1.1 Summary Statement

- 1.1.1 The purpose of this Request for Proposals (RFP) is to provide Maryland State agencies with competent, Continuously Available telephonic, on-site and written document language translation services to minimize or eliminate any language barrier. These services shall provide an on-demand, easy to use, cost-effective source of language interpretation to State government personnel and other entities. (See Section 1.28 and Section 2 of this RFP)
- 1.1.2 It is the State's intention to obtain services, as specified in this Request for Proposals, through Contracts between the successful Offeror(s) and the State.
- 1.1.3 DBM intends to award four (4) Contracts to Offerors whose proposals are deemed most advantageous to the State as follows:
- A. Service Category I: One (1) Contract award for telephonic interpretation services within a specified group of core languages. (See Section 2.3)
  - B. Service Category II: Two (2) Contract awards to two (2) separate Offerors (One Prime and one Secondary) for on-site interpretation services within a specified group of core languages. (See Section 2.4)
  - C. Service Category III: One (1) Contract award for written document language translation services within a specified group of specified core languages. (See Section 2.5)
- 1.1.4 Offerors shall be able to provide all services and meet all of the requirements requested in this solicitation for a minimum of one (1) service category; telephonic, on-site and/or written document language translation. However, the same Offeror can be awarded a Contract for more than one service category. There will be a minimum of two (2) and a maximum of four (4) Contractors for all service categories.

### 1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

- a. **Additional Languages and Dialects** – Additional Languages and Dialects are Non-Core Languages and dialects that do not have to be Continuously Available .
- b. **Base of Operations** – Location from which an interpreter will be traveling to reach a destination of on-site language translation; i.e. the interpreter's home address.
- c. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- d. **Continuously Available** – Provision of translation services on a 24-hours per day, 7 days per week, 365 days per year basis (366 days in a leap year).
- e. **Contract** – The Contract awarded to a successful Offeror pursuant to this RFP. A sample of the Contract is included in this RFP as Attachment A.

- f. **Contract Administrator** – The State representative for this project, designated in Section 1.7, who is primarily responsible for Contract administration functions.
- g. **Contract Commencement**- The date the Contract is signed by the Department following approval of the Contract by the Board of Public Works
- h. **Contractor** – A selected Offeror that is awarded a Contract by the State.
- i. **Contractor Representative** – The Representative appointed by the Contractor who is responsible for the daily management and administrative functions of the Contract from the Contractor’s perspective.
- j. **Core Languages** – A specified group of mandatory languages within each service category. Offerors shall be able to provide Continuously Available services for all mandatory languages within each service category being proposed. (See Section 2.2)
- k. **Critical On-Site** – Requests for on-site interpretation that are sent by the Requesting Agency/Entity to the Contractor with less than six (6) hours notice.
- l. **DBM** – Maryland Department of Budget and Management
- m. **Expedited On-site** –On-site language interpretation requests that are sent by the Requesting Agency/Entity to the Contractor with less than forty-eight (48) hours but greater than or equal to six (6) hours notice.
- n. **Expedited Written** – Requests for 10 or fewer pages of Target Language translation that shall be completed within one (1) day from the day the Requesting Agency or Entity sends the Source Language to the Contractor. One additional day shall be permitted for each additional 10 pages of Target Language translation.
- o. **Go Live Date** - The date when the Contractor must begin providing services required by this RFP.
- p. **Interpreter Procedure Manual** – Written summary provided by the Contractor describing in overall detail all procedural steps required to be followed by the telephone interpreter, on-site interpreter and/or written document translator.
- q. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- r. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- s. **Non-Core Languages** –Languages not specified as Core Languages.
- t. **Non-Standard Hours** – All hours not specified as Standard Hours.
- u. **Notice To Proceed (NTP)** – A written notice from the Procurement Officer of the Go Live Date directing the Contractor to begin immediately or as of a specific date contained in the NTP. Additional NTPs may be issued by either the Procurement Officer or the Contract Administrator regarding the start date for any service included within this RFP with a delayed, or non-specified implementation date.
- v. **Observed Holidays** – The following are the Observed Holidays for this RFP. Each holiday will start at 12:00 a.m. and end at 11:59 p.m. on that day: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day.
- w. **Offeror** – An entity that submits a proposal in response to this RFP.
- x. **On-Site State Representative** – An individual authorized by the State to validate the information contained in Section B of the On-site Interpreter Assignment Sheet attached as Attachment M.
- y. **“Point-To-Your-Language” Cards** – Two card (no smaller than 2” x 3” and no larger than 3” x 5”) that is constructed of a lightweight, but durable material that contains the appropriate translation for

“Do You Speak” in (at a minimum) all twenty five (25) On-Site Core Languages on one card (twelve on one side and (13) on the other side) and at least (10) On-Site Non-Core Additional Languages and Dialects on the another card. These cards shall be made available by the Primary Contractor to on-site interpreters, Requesting Agency(s), Requesting Entity(s) and the Contract Administrator.

- z. **Primary Contractor For On-Site Interpretation Service** – The Contractor selected in accordance with the procedures described in RFP Section 2.4.3 that will be initially contacted for all occasions of need of on-site interpretation.
- aa. **Procurement Officer** – The State representative designated in Section 1.7, who is responsible for the Contract, determining scope issues, and is the only State representative that can authorize changes to the Contract. DBM may change the Procurement Officer at any time by written notice to the Contractor.
- bb. **Repetitive Text** – For written translation services, language that is repeated within a document or from a previous document to a subsequent document in a single assignment or from a previous assignment to a subsequent assignment
- cc. **Request For Proposals (RFP)** – This Request for Proposals for the Maryland Department of Budget and Management for Statewide Language Interpretation Services, Project Number 050B2400001 dated March 1, 2012, including any amendments.
- dd. **Requesting Agency or Requesting Entity** – The specific State government agency, not for profit organization or non-State of Maryland government entity requesting telephonic, on-site and/or written document translation services.
- ee. **Requesting Agency or Requesting Entity Representative** – A Representative of the specific State government agency, non-State of Maryland government entity, or authorized not for profit organization serving as the contact person for billing and all other purposes related to the request of telephonic, on-site and/or written document translation services. A Requesting Agency or Requesting Entity may designate more than one individual authorized to initiate requests.
- ff. **Routine On-site** – On-site language interpretation requests that are sent by the Requesting Agency/Entity to the Primary Contractor with greater than or equal to forty-eight (48) hours notice.
- gg. **Routine Written** – Requests for 20 or fewer pages of written document translation that shall be completed within one (1) week from the day the Requesting Agency/Entity sends the Contractor the Source Language. One additional day shall be permitted for each additional 10 pages of Target Language translation, or portion thereof, beyond the first 20 pages.
- hh. **Secondary Contractor For On-Site Interpretation Service** – The Contractor selected in accordance with the procedures described in RFP Section 2.4.4.1.d that will be contacted if the Primary Contractor for On-Site Interpretation Service does not provide service in a timely manner.
- ii. **Source Language** – For written translation services, the language in which existing documents are written.
- jj. **Standard Hours** – Standard Hours are weekdays (Monday through Friday) from 8:00 a.m. to 8:00 p.m. Local Time, excluding Observed Holidays.
- kk. **State** – Means the State of Maryland.
- ll. **Target Language** – For written translation services, the language into which existing documents are to be translated.

- mm. **User ID** – The identification code assigned by the Contractor to the Requesting Agency or Requesting Entity for billing and contact purposes for telephonic, on-site and/or written document translation services.
- nn. **Validated Complaint** – A complaint investigated by the Contractor which determines that an interpreter/translator has misinterpreted the overall meaning/context of the Source Language or dialog of the individual who is being interpreted or translated, or has not adhered to appointment times, or other rules of interpretation/translation.
- oo. **Day**- Calendar day; twenty-four (24) hours
- pp. **Week** – Calendar week; seven (7) days
- qq. **Non-Core Languages Not Continuously Available** – Languages not specified as Core Languages that the Offeror has made available during a limited period of time in terms of hours of the day and/or days of the week.

## **1.6 Contract Duration**

1.6.1 The Contract that results from this RFP shall commence as of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works (“Contract Commencement”).

## **1.7 Procurement Officer**

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Erin S. Oliver  
Maryland Department of Budget and Management  
Division of Procurement Policy & Administration  
45 Calvert Street, Room 138  
Annapolis, Maryland 21401  
Phone Number: 410-260-7430 / Fax Number: 410-974-3274  
E-mail: [eoliver@dbm.state.md.us](mailto:eoliver@dbm.state.md.us)

DBM may change the Procurement Officer at any time by written notice.

## **1.8 Contract Administrator**

The Contract Administrator is:

Jamie Tomaszewski  
Maryland Department of Budget and Management  
Division of Procurement Policy & Administration  
45 Calvert Street, Rm 134  
Annapolis, Maryland 21401  
Phone Number: 410-260-7386 / Fax Number: 410-974-3274  
Email: [JTomasze@dbm.state.md.us](mailto:JTomasze@dbm.state.md.us)

DBM may change the Contract Administrator at any time by written notice to the Contractor.

### **1.10 Minority Business Enterprises**

**A Minority Business Enterprise (MBE) subcontractor participation goal has been established for this solicitation for each Service Category as follows:**

**For Service Category I – Telephonic: 15%.**

**For Service Category II - Onsite Interpretation: 10%.**

**For Service Category III - Written Translation: 15%.**

**No MBE subcontractor participation goal has been established for the Secondary Contractor of Service Category II-Onsite Interpretation.**

### **1.19 Contract Type**

The Contract that results from this RFP shall be an Indefinite Quantity Contract with Fixed Unit Prices in accordance with COMAR 21.06.03.06.

### **1.20 Procurement Method**

This Contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

### **1.28 Use by Non-State of Maryland Government Entities**

Maryland County, municipal, and other non-State governments or government agencies and not for profit organizations, within the State of Maryland may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State of Maryland governments, government agencies or not for profit organizations: (1) shall constitute Contracts between the Contractor and that government, agency or organization; (2) shall not constitute purchases by the State or State agencies under this Contract; (3) shall not be binding or enforceable against the State; and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State of Maryland agency.

**All Contract prices, terms and conditions must be provided to any Maryland local government or not for profit organization requesting services under this Contract.**

### **1.32 Liquidated Damages**

It is critical to the success of the State's programs that the interpretation and translation services be maintained in accordance with the agreed upon schedules. It is also critical to the success of the State's programs that the Contractor operates in an extremely reliable manner.

It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service on scheduled work and provision of services to the State and its citizens. The State and the Contractor(s), therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount(s) as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may

deduct such from any money payable to the applicable Contractor or may bill the Contractor as a separate item.

Reliability of the service of the Contractor(s) is of the essence. Downtime on any part of the Contracted interpretation and translation services must be minimized by prompt response and corrective action within the time specified below for the detection of a problem by either the Contract Administrator or the Contractor. If the Contractor fails to provide the requested services within the time specified below, then the State may assess liquidated damages as provided below:

- A. For Core Languages for Telephonic Language Interpretation: The Contractor's inability to provide Telephone Interpretation services for Core Languages within forty-five (45) minutes of the State's sending of the request will result in the assessment of liquidated damages. The amount of the liquidated damages will be the difference between the Contractor's price rate for Telephonic Language Interpretation and the price rate incurred by the Requesting Agency or Requesting Entity to place the call to another Telephonic Language Interpreting company (at that company's one-time use rates) for the total price of the call(s).
- B. For Core Languages for Onsite Language Interpretation: For Core Languages, a Primary Contractor who has received greater than or equal to forty-eight hours (48) notice of the State's request and who fails to provide written confirmation of the assigned Routine On-Site Interpreter via e-mail or facsimile to the Requesting Agency or Requesting Entity Representative within twenty-four (24) hours of the assignment, will be assessed liquidated damages unless there is prior written confirmation from the Contract Administrator that liquidated damages do not apply. The amount of the liquidated damages will be the difference between the Primary Contractor's approved price rate for Routine On-Site interpretation and the Secondary Contractor's approved price rate for Expedited On-Site interpretation for the total price of the work order. Liquidated damages do not apply to the Primary Contractor if the Secondary Contractor is also unable to provide written confirmation of an assigned Routine On-Site Interpreter.
- C. For Core Languages for Written Document Language Translation: A Contractor who fails to provide Written Document Language Translation services for Core Languages within one (1) day for up to ten (10) pages of Expedited requests and within one (1) week for up to twenty (20) pages of Routine requests of the State's request, will be assessed liquidated damages. The amount of the liquidated damages will be the difference between the Contractor's approved rate for Written Document Language Translation and the rate incurred by the Requesting Agency or Requesting Entity to obtain the services through another written document translation company (at that company's one-time use rates) for the total price of that work request.
- D. The Contractor(s) will not be assessed liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor(s) as provided in section 19 (Delays and Extensions of Time) of the Contract, if the Contractor(s) timely notifies the State of such circumstances in writing and the State determines the event was beyond the control and without fault or negligence of the Contractor(s). This liquidated damages compensation will be for delay-related costs only. The Contractor(s) will remain liable for other non-delay costs actually incurred by the State such as, by way of example only, excess procurement costs in the event the contract is terminated for cause and must be re-competed by the State or awarded to another Contractor(s).
- E. Liquidated damages will not apply in any **circumstance involving a request to provide an interpreter with a specific, recognized certification.**



### **1.33 Non-Disclosure Agreement**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment F of this RFP. This Agreement shall be provided within five (5) business days of notification of proposed Contract award.

### **1.34 State of Maryland Wiretapping Law**

The Contractor(s) for Telephonic interpretation services shall comply with all federal and State wiretapping and recording statutes as amended from time to time, including the Maryland Courts & Judicial Proceedings Article §10-402 and Criminal Law Article §9-602(a-b) of the Maryland Annotated Code, by not directly or indirectly monitoring, taping, intercepting, or recording conversations without permission.

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## SECTION 2 – SCOPE OF SERVICES

(Referenced in the original solicitation as ‘Scope of Work’)

*\*Wording in the color red is proceeded and concluded with an asterisk (\*) and indicates the Contract’s changes applicable to this document’s latest version.*

### 2.1 General Statement

- 2.1.1 The objective of this solicitation is to procure the services of one (1) Contractor capable of providing competent telephonic language interpretation services, one (1) Contractor capable of providing competent written document language translation services and two (2) Contractors (One Prime and one Secondary) capable of providing competent on-site language interpretation services. All services shall be Continuously Available. These language interpretation services, as described below, shall be provided on-demand to Maryland State government personnel and, as described in section 1.28 of this RFP, personnel of non-State of Maryland government entities.
- 2.1.2 A summary of historical data for each service category requested within this RFP has been included for informational purposes as Attachments L(1)-Telephonic, L(2)-On-site and L(3)-Written Document of this RFP. The inclusion of such historical information is not a guarantee of a minimum or maximum level of future usage under this contract, either by Maryland State agencies or non-State of Maryland government entities
- 2.1.3 Senate Bill 265 of 2002 provides for equal access to public services for individuals with limited English proficiency. Since its inception there has been an upward trend in the use of these services by State agencies. In addition, DB M will undertake outreach efforts to advise State of Maryland agencies, not for profit organizations and non-State of Maryland government entities of the existence of this contract. Accordingly, it is expected, but not guaranteed, that future usage under this Contract will exceed this historical usage. A copy of State Bill 265 (Equal Access to Public Services – Individuals with Limited English Proficiency) has been included for informational purposes as Attachment O of this RFP.

### 2.2 Core Languages

- 2.2.1 The following apply to all service categories. Those languages marked with an asterisk currently require the most interpretation/translation resources numerically based upon historical usage (See Attachment L). The Contractors are required to keep abreast of changes in the State’s demand and adjust their resource base. The Contractor must maintain the means to provide support to Core Languages through its own resources or those of its subcontractors:
- A. Amharic \*
  - B. Arabic \*
  - C. Bengali
  - D. Burmese \*
  - E. Chin Hahka
  - F. Chinese\* (Inclusive of Mandarin \* and Cantonese \*)
  - G. Dari
  - H. Farsi / Persian
  - I. French \*

- J. Gujarati
- K. Haitian Creole
- L. Hindi
- M. Korean \*
- N. Nepali
- O. Portuguese \*
- P. Romanian
- Q. Russian \*
- R. Somali
- S. Spanish \*
- T. Swahili
- U. Tagalog
- V. Tigrinya
- W. Turkish
- X. Urdu
- Y. Vietnamese \*

<b>2.3 Service Category I: Telephonic Language Interpretation</b>
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2.31 General Telephonic Language Interpretation Services Requirements:

2.3.1.1 A single, toll-free, nationwide 800 number to access all services.

2.3.1.2 Conference-calling services and capabilities.

**2.2.2.2.1** The conference calling system/services provided must accommodate a minimum of 5 parties in a conference call at the standard per minute rate specified within Attachment E, Financial Proposal Form - Telephonic Interpretation Services; i.e. no additional rates will be charged for the “minimum of 5” participants.

**2.2.2.2.2** See Section 2.6.1.3 and 2.6.1.4 for detailed conference calling billing allowances.

2.3.1.3 The Contractor shall provide all language interpretation services for Core Languages and non-Core Languages and Dialects at the per minute rates as provided within Attachment E, Financial Proposal Form - Telephonic Interpretation Services.

2.3.1.4 Prioritization of calls; i.e. hotline, bail hearings, or other emergency or time-critical calls, in the manner described in its Technical Proposal or as otherwise approved by the Contract Administrator.

2.3.1.5 Reservation of an interpreter by telephone in the manner described in its Technical Proposal or as otherwise approved by the Contract Administrator, if the Requesting Agency/Entity requests specific language interpretation more than 45 minutes in advance of the actual time it is needed.

2.3.1.6 The Offeror shall not require the Requesting Agency or Requesting Entity to purchase or obtain a specific type of equipment to access telephonic interpreter services.

2.3.2 Required Telephonic Core Language Interpretation Services:

2.3.2.1 Shall be Continuously Available.

2.3.2.2 Shall be available within forty-five (45) minutes of the Requesting Agency/Entity's request.

2.3.3 Non-Core Languages/Dialects Interpretation Requirements:

2.3.3.1 In addition to the Core Languages specified in section 2.2, the Contractor may provide telephone interpretation services for Additional Languages and Dialects. The additional non-Core Languages and dialects for which interpretation services are available shall be as detailed in the Contractor's Technical Proposal (See Sections 3.4.4.3.5 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(1) – References – Additional Languages / Dialects.

2.3.3.2 Upon notice to the Contract Administrator, the Contractor may agree to provide telephonic interpreter services in excess of what is described in its Technical Proposal.

2.3.3.3 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

2.3.4 Anticipated Telephonic Interpretations Longer than Two (2) Hours

If it is anticipated that interpreter services will be needed in excess of two (2) hours for a single session, the Requesting Agency/Requesting Entity and the Contractor will mutually determine if more than one interpreter shall be required, or if the same interpreter will work for the full required duration.

2.2.5 User Registration:

Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative, the Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request. For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

NOTE: The Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract.

2.3.6 Interpreter Procedure Manual:

The Contractor shall submit any Telephonic related changes to the Interpreter Procedure Manual to the Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

2.3.7 Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

- A. Telephonic Interpreter Training and Certification;
- B. Agency specific training;
- C. Subject area training; i.e. legal, medical, mental health, dental, etc.

## **2.4 Service Category II: On-site Language Interpretation**

- 2.4.1 Unless specifically otherwise stated, “Contractor” requirements for this service category shall be required of both the Primary and Secondary Contractors.
- 2.3.1 General On-Site Language Interpretation Services Requirements:
- 2.4.2.1 Language interpretation services for Core languages and Non-Core languages shall be provided at the per hour rates as provided within Attachment E, Financial Proposal Form – On-Site Interpretation Services.
  - 2.4.2.2 An interpreter shall physically be present at the Maryland location specified by the Requesting Agency/Entity, including locations with security or other special requirements, and to abide by all such security or special requirements.
  - 2.4.2.3 On a rare occasion, and with the approval of the Contractor, interpreter services may be required a short distance into an adjoining state or in Washington, D.C.
  - 2.4.2.4 The minimum billable time will be two (2) hours.
  - 2.4.2.5 If it is anticipated that interpreter services will be needed in excess of two (2) hours for a single session, the Requesting Agency/Requesting Entity and the Contractor will mutually determine if more than one interpreter shall be required, or if the same interpreter will work for the full required duration. The Contractor must honor the normal business process for the applicable State Agency. For example, if the State Agency requires one interpreter for eight hours, and only one interpreter is acceptable to the State Agency due to specific risks known to that State Agency, then that determining factor must be honored by the Contractor unless there is prior approval from the DBM Contract Administrator otherwise.
  - 2.4.2.6 Prioritization of on-site interpretation requests; i.e. court appearances, bail hearings, law enforcement or other emergency or time-critical situations, in the manner detailed in its Technical Proposal or as otherwise approved by the Contract Administrator.
  - 2.4.2.7 Reservation of an interpreter in the manner detailed in its Technical Proposal, or as otherwise approved by the Contract Administrator, for on-site service if a request is placed for a specific language interpretation in advance of the actual time it is needed.
  - 2.4.2.8 On-site interpreters shall maintain the ability to interpret terminology related to the legal, medical, psychological/mental and dental fields to the extent contained in each Contractor’s (Primary and Secondary) Technical Proposal.
- 2.3.1.1 No less than ten (10) days prior to commencement of the Contract, the Contractor shall provide a list of names of available interpreters and their home addresses, which will serve as their Base of Operations. All Interpreter names and addresses will be held as confidential information which is non-disclosable in response to a Public Information Act (PIA) request. The list will be used for verification of mileage charges and appropriateness of on-site interpreter assignments. Within five (5) business days of the end of each Contract year quarter (e.g. May 31<sup>st</sup>, August 31<sup>st</sup>, November 30<sup>th</sup> and February 28<sup>th</sup> or 29<sup>th</sup>), the Contractor shall submit an updated list of available interpreters to the Contract Administrator. However, whenever an interpreter is used that is not on the most recent list provided to the Contract Administrator, the Contractor shall provide the address of that interpreter to the Contract Administrator within one (1) business day of when this interpreter provided services.
- 2.3.4 Required On-Site Language Interpretation Services shall be Continuously Available, and provided per the following procedures:

- a. The Primary Contractor shall confirm receipt of each work order request by email (if email unavailable, then by facsimile) within two hours of its receipt.
- b. The Primary Contractor will obtain all necessary account, contact, and service information;
- c. The Primary and Secondary Contractors, as applicable, will confirm the placement of an Interpreter for each work order to the Requesting Agency/Entity;
- d. At the time the Primary Contractor contacts the Secondary Contractor in order for the Secondary to complete a work order request, the Primary Contractor shall provide all necessary account, contact, and service information. In addition, the Primary Contractor shall include the Requesting Agency or Requesting Entity and the Contract Administrator in all communications;
- e. If the Secondary Contractor is able to fill the work order for onsite language interpretation, the Secondary Contractor shall provide appropriate written information regarding the assignment fulfillment to the Primary Contractor with concurrent email notification to the Requesting Agency or Requesting Entity, and the Contract Administrator. The Secondary Contractor shall provide the services at the applicable Contract rates, and liquidated damages may apply to the Primary Contractor per the stipulations of Section 1.32.
- f. If the Secondary Contractor is unable to fill the work order for onsite language interpretation, the Secondary Contractor shall so notify the Primary Contractor, with concurrent email notification to the Requesting Agency or Requesting Entity and the Contract Administrator. Upon the determination that the Secondary Contractor for On-site Interpretation cannot provide the requested on-site interpretation services, the Secondary Contractor shall request approval from the Requesting Agency or Requesting Entity for the order to be filled by Telephonic Language Interpretation with concurrent email notification to the Primary Contractor, and the Contract Administrator.
  1. If Telephonic Language Interpretation is available under this Contract, then the Secondary Contractor shall provide all of the work order information obtained to-date to the Contractor under the Service Category I-Telephonic Language Interpretation Contract (if it is not the Contractor in Service Category I) and the Requesting Agency or Requesting Entity, the Contract Administrator, and, as appropriate, to each of the Contractor(s) originally a part of the communication link. The Contractor for Service Category I-Telephonic Language Interpretation Contract then provides the services at the appropriate current Contract rates.
  2. If Telephonic Language Interpretation is not available under the Contract, the Secondary Contractor shall confirm this information in writing to the Requesting Agency or Requesting Entity with concurrent email notification to any other Contractor (Primary or Secondary for onsite), and the Contract Administrator. The Requesting Agency/Requesting Entity must then utilize other means to fulfill their order, or seek Contract services at a different date and time.

- g. All of the above-referenced communications and requirements in this Section 2.4.3 shall be in writing.

2.3.4.1 The Requesting Agency/Requesting Entity must contact the Primary Contractor for on-site services. The Categories of service and rates are based on the amount of advanced notice given by the Requesting Agency or Requesting Entity. The procedure noted in Section 2.4.3 remains unchanged. The amount of advanced notice that the Requesting Agency or Requesting Entity gives the Primary Contractor affects the rates utilized for the services by both the Primary and Secondary Contractors. Advanced notice is available as follows:

- a. Routine;
- b. Expedited; and
- c. Critical.

2.3.4.2.1 Time limits for notifications of ‘receipt’ of a work order request and ‘confirmation’ of the placement of an Interpreter:

A) Receipt: As noted in 2.4.3, upon receipt of a work order request, the Primary and Secondary Contractor (as applicable) shall confirm in writing to the Contract Administrator within two hours receipt of any work order;

B) Confirmation: As noted in 2.4.3 The Primary and/or Secondary Contractor (as applicable) will immediately confirm in writing when an interpreter is confirmed for a work order and provide the appropriate information, such as the identity of the assigned on-site interpreter, and re-state all appointment information:

- 1. For Routine Services, the Primary Contractor and/or Secondary Contractor (as applicable) will automatically notify the Requesting Agency if it has not been able to confirm the assignment of an interpreter to fill a work order as of twenty-four (24) hours in advance of the appointment time;
- 2. For Expedited and Critical work order requests, as part of the information required by the Primary Contractor, the Requesting Agency/Requesting Entity will state how many hours of advance written notice up to 24 hours (as of the 24<sup>th</sup> hour) in advance of the appointment time the Requesting Agency or Requesting Entity must have of whether the work will be filled with an interpreter. Subsequently, the Primary and/or Secondary Contractor (as applicable) will honor the time indicated for the written notification request.

2.4.4.2 Section 2.4.3. Procedures apply. The Primary and Secondary Contractors will notify all involved in the procedural communication link for each service category as follows:

- A. Expedited Services for less than forty-eight (48) and greater than or equal to six (6) hours advanced notice: Primary and/or Secondary Contractor, as applicable, will provide notice by the time designated by the Requesting Agency if they are not able to fill the work order. If the Requesting Agency or Requesting Entity has failed to identify a minimum required notification time, the Primary and/or the Secondary Contractor, as applicable, must still follow-up with fulfillment notification to the Request Agency or Requesting

Entity with as much notice as possible prior to the requested appointment time; and,

- B. Critical Services for less than six (6) hours advanced notice: Primary and/or Secondary Contractor, as applicable, will provide notice by the time designated by the Requesting Agency if they are not able to fill the order. If the Request Agency or Requesting Entity has failed to identify a minimum required notification time, the Primary and/or the Secondary Contractor, as applicable, must still follow-up with fulfillment notification to the Requesting Agency or Requesting Entity with as much notice as possible prior to the requested appointment time.

2.3.4.3 The Primary or Secondary Contractor, as applicable, shall complete Section A of the On-Site Interpretation Assignment Sheet, included as Attachment M of the RFP, and provide a copy to all on-site interpreters to be taken to each assignment site. All on-site interpreters shall complete Section B of the On-Site Interpretation Assignment Sheet and obtain the signature of an On-Site State Representative to validate the information.

The Contractor shall submit the On-Site Interpretation Assignment Sheet with the appropriate invoice for billing verification.

2.3.4.4 The Primary Contractor shall provide up to 200 “Point-To-Your-Language” cards on an annual basis upon request by the Contract Administrator; a sample has been included as RFP Attachment N.

2.3.4.5 If a request for Routine On-Site interpretation is cancelled with less than twenty-four (24) hours notice, the Requesting Agency or Requesting Entity shall pay the Contractor the two (2) hours minimum billable time for Routine services.

2.3.4.6 For Expedited or Critical requests wherein the Contractor has already provided confirmation notice to the Requesting Agency/Entity, the minimum billable time of two hours may be invoiced by the Contractor if the services are subsequently cancelled by the Requesting Agency/Entity. In addition, if the Contractor’s interpreter is already onsite at the designated work location, the Contractor may also bill for any applicable mileage.

#### 2.4.5 Non-Core Languages/Dialects Interpretation Requirements:

2.4.5.1 In addition to the Core Languages specified in section 2.2, the Contractor may provide on-site interpretation services for Additional Languages and Dialects. The additional non-core languages and dialects for which interpreter services are available shall be as detailed in the Contractor’s Technical Proposal (See Sections 3.4.4.3.6 and 4.2.2). References for all proposed additional non-Core Languages and dialects shall be detailed on Attachment K(2) – References – Additional Languages / Dialects.

2.4.5.2 Upon notice to the Contract Administrator, the Contractor may agree to provide on-site interpreter services in excess of what is described in its Technical Proposal.

2.4.5.3 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.



#### 2.4.6 User Registration:

2.3.6.1 Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative the Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request. For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

NOTE: The Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract

2.3.6.2 Upon account set-up, the Requesting Agency or Requesting Entity shall specify whether written confirmation of the assigned On-site interpreter shall be submitted via e-mail or facsimile.

2.3.6.3 Upon account set-up, the Primary Contractor shall provide the Requesting Agency or Requesting Entity with up to 25 "Point-To-Your-Language" Cards. If additional cards are requested by the Requesting Agency or Requesting Entity, the Contractor shall be paid the amount identified in its financial proposal. "Point-To-Your-Language" Cards shall be available in quantities of 25 per additional order, within 2 weeks of the order.

#### 2.4.7 Interpreter Procedure Manual:

The Contractor shall submit any On-site related changes to the Interpreter Procedure Manual to the Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

#### 2.4.8 Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

- A. On-Site Interpreter Training and Certification;
- B. Agency specific training;
- C. Subject area training; i.e. legal, medical, mental health, dental, etc.

### **2.5 Service Category III: Written Document Language Translation**

#### 2.4.1 General Written Document Language Translation Services Requirements:

2.4.1.1 The Contractor shall be capable of receiving Source Language documents by facsimile, e-mail or other electronic means (i.e. PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by facsimile, e-mail or other electronic means.

2.5.1.1.1 Translators used by the Contractor for this Contract shall be thoroughly knowledgeable about U.S.-domestic-culture. Translators utilized from a foreign country are not acceptable unless the potential translator was raised within the U.S. , or has spent significant recent time in this country and is directly knowledgeable regarding U.S.-domestic culture. Any potential issue regarding this requirement/prohibition for a particular translation request must be brought to the Contract Administrator for resolution.

2.5.1.1.2 When requesting written translation services the Requesting Agency/Entity may include instructions concerning expected content or

characteristics of the translated document, such as but not necessarily limited to:

- The educational level of the target audience which may need the translation reduced to very simple, easily understood terms.
- Whether the document will be used for academic or professional (e.g., medical, legal or business) purposes which typically require the utmost precision in terms of wording, punctuation, etc.
- Whether any particular abbreviations, terms, slang, etc should be included, (e.g., MVA instead of the Motor Vehicle Administration; ICE instead of Immigration and Customs Enforcement), or avoided.

The Contractor shall have translators available that can appropriately handle a wide variety of translation requests, especially ones involving the need to clearly communicate with immigrants who may have a limited understanding of American culture.

As per Section 2.6.3.4, the Contractor may be required to revise a translation assignment if the Requesting Agency/Entity determines the submitted translated document does not comply with its special instructions for the assignment.

- 2.4.1.2 When interpreting from the Source Language to the Target Language, the written text of the Target Language shall be typed on double-spaced, 8 ½ x 11” or 8 ½ x 14” white paper with a 1” margin on all sides. Text shall be transcribed in Times New Roman, 12 point font, double spaced.
- 2.4.1.3 The Contractor shall provide all language translation services for Core Languages and Non-Core Languages or dialects at the per word rates of the Source Language as provided within Attachment E, Financial Proposal Form – Written Document Translation Services.
- 2.4.1.4 The Contractor shall submit a copy of its Source Document Requirements to the Contract Administrator at the time of Contract award. Source Document Requirements refer to a document containing a list of the Contractor’s requirement(s) associated with written material that the requesting agency or entity’s representative submits for written document interpretation.
- 2.4.2 Required Written Document Core Language Translation Services:
- 2.4.2.1 In Expedited situations written document translation shall be Continuously Available.
- 2.4.2.2 Expedited Written translation requirements shall be completed within 1 day from the day the Requesting Agency or Requesting Entity sends the Source Language to the Contractor for 10 or fewer pages of Target Language translation. One additional day shall be permitted for each additional 10 pages, or portion thereof, of Target Language translation.
- 2.4.2.3 Routine Written document translation shall be completed as follows:
- 2.4.2.3.1 For Source documents which would require 20 or fewer pages of Target Language translation, the translation shall be completed within 1 week from the day the Requesting Agency or Requesting Entity sends the Source Language to the Contractor.

2.4.2.3.2 The timeframe for completion of written translations requiring more than 20 pages of Target Language translation shall be 1 week, plus 1 additional day for each additional 10 pages, or portion thereof, of Target Language translation.

2.5.2.4 Upon notice to the Contract Administrator, the Contractor may agree to provide written document interpreter services in excess of what is described in its Technical Proposal.

2.5.2.5 Upon the specific prior written approval of the Contract Administrator, the Contractor may substitute a different non-core language or dialect for any of the ones included in its Technical Proposal, provided the Contract Administrator finds that at least the same level of demand by the State exists for the proposed new language as the one being replaced.

#### 2.4.3 User Registration:

Provided the Contractor receives a request from an authorized Requesting Agency or Requesting Entity Representative, the Contractor shall sign-up and provide a user ID to new users no later than 4:00 p.m. of the next day after receipt of a new user request. For all requests not received from an authorized Requesting Agency or Requesting Entity Representative, the request shall be fulfilled by 4:00 p.m. of the next business day.

**NOTE: The Requesting Agency or Requesting Entity shall provide the name(s) of representatives (to be identified as Requesting Agency or Requesting Entity Representatives) who are authorized to initiate requests under this Contract.**

#### 2.5.4 Interpreter Procedure Manual:

The Contractor shall submit any Written Document related changes to the Interpreter Procedure Manual to the Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

#### 2.5.5 Training and Certification / Quality Assurance Procedures:

As described in its technical proposal the Contractor shall provide:

- A. Written Document Interpreter Training and Certification;
- B. Agency specific training;
- C. Subject area training; i.e. legal, medical, mental health, dental, etc.

#### 2.4.8 Service Category III-Written Document Language Translation: The procedures for Service Category III-Written Document Language Translation Services are as follows:

2.4.8.1 The Requesting Agency/Requesting Entity Representative must contact the Contractor for written document language translation services;

2.4.8.2 The Contractor as applicable shall provide the Contract Administrator with documentation of the ongoing status of a work order from initiation to completion in accordance with the following procedures to include but not be limited to the following written procedure:

- A. Written acknowledgment of receipt of each work order to the Requesting Entity;
- B. Written acknowledgement of confirmation of the work order's assessment upon receipt shall include but not be limited to the following:
  - i. the Requesting Entity's account information under this Contract;

- ii. the Requesting Entity's contact information for the completion of the work order assignment;
- iii. the identity of the Contractor's staff providing translation;
- iv. the target language and original language being translated;
- v. the price estimate;
- vi. any timeline estimate and/or the work order's timeline requirement;
- vii. any standards or special needs requirements of the Contractor or of the Requesting Entity;
- viii. any previous translation of the same or similar material; and
- ix. acknowledgement of any applicable liquidated damages.

2.5.6.3 The Contractor shall make this documented procedure available to the Contract Administrator within ten (10) days of Contract Commencement (See Section 1.6.1) and shall update the procedure for applicability and timeliness thereafter during the term of the Contract.

<b>2.6 Service Category Billing</b>
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2.6.1 Service Category I:

2.6.1.1 Telephonic language interpretation service will be billed in 1/10<sup>th</sup> of a minute increments after the first minute, during both Standard Hours and Non-Standard Hours.

2.6.1.2 No travel time or mileage will be paid for statewide telephone interpretation service.

**2.5.1.3** For conference call billing purposes, the time required to set-up the conference call prior to the interpreter joining the call, will not be chargeable time. The contractor may not terminate the conference call at any time before all parties to the call have dropped off, regardless of whether the services of the interpreter are no longer needed. (i.e. the Contractor must maintain the conference call connection as long as at least 2 parties are still connected.) However, the Contractor may bill five (5) cents per minute for the duration of any conference call initiated by the Contractor that continues once the interpreter is no longer participating.

2.5.1.4 For all requests over 5 conference call participants, Offerors may charge an additional per participant, per minute rate as specified within Attachment E, Financial Proposal Form - Telephonic Interpretation Services.

2.6.2 Service Category II:

2.6.2.1 Routine On-site language interpretation service, after the first two (2) hours, will be billed in 1/10<sup>th</sup> of an hour increments during both Standard Hours and Non-Standard Hours at the respective standard and non-standard rates from Attachment E – Financial Proposal Form.

2.6.2.2 Expedited On-site language interpretation service, after the first two (2) hours, will be billed in 1/10<sup>th</sup> of an hour increments during both Standard Hours and Non-Standard Hours at the respective standard and non-standard rates from Attachment E – Financial

Proposal Form.

- 2.6.2.3 Critical On-Site language interpretation service, after the first two (2) hours, will be billed in 1/10<sup>th</sup> of an hour increments during both Standard Hours and Non-Standard Hours at the respective standard and non-standard rates from Attachment E – Financial Proposal Form.
- 2.6.2.4 Any charges for mileage over thirty (30) miles, from a Base of Operations, one way, will be reimbursed in accordance with State travel regulations.
- 2.6.2.5. Travel time will be paid for statewide On-site interpretation service as described in 2.6.2.5.1.
- 2.6.2.5.1 A. Whenever there is a request for on-site interpreter services any language or dialect, the Contractor may bill for travel time if an interpreter must travel more than 30 miles one way from his/her base of operations to the destination of the on-site translation. For travel in excess of 30 miles the contractor may bill in 1/10<sup>th</sup> of an hour increments, at the rate of 1 minute of time for each ½ mile traveled.
- B. Travel time will not be paid on an actual elapsed time basis. It would be too difficult to verify actual travel time since there will be great variability due to the time of day (rush hour versus non-rush hour) or level of congestion encountered. Travel distance from an interpreter's base of operations to the on-site interpretation destination shall be calculated and verified using the mapping distance listed on Mapquest.com. If a Mapquest.com distance calculation is not available, the bill shall contain the distance as reported by the interpreter. Approval of this distance is subject to verification by the Requesting Agency or Requesting Entity.
- C. For example, if as identified by Mapquest.com, an assignment is located 52 miles from an interpreter's base of operations the contractor may bill for the 22 miles beyond the 30 mile limit. At a rate of 1 minute of travel time per half mile the billing would amount to 44 minutes of billable time. Since 44 minutes rounds to 8/10<sup>th</sup> of an hour, the contractor can bill for 8/10<sup>th</sup> of its hourly rate for travel in each direction, or a total of 1.6 hours.
- D. When more than one interpreter is available for an assignment,:
- 1). The Contractor shall assign an interpreter for whom travel time is not billable (i.e. one within 30 miles of an onsite location) over one for which travel time will be billable, unless (a) a specific interpreter is requested by the Requesting Agency or Requesting Entity, or (b) The Contractor determines that a travel-time-billable interpreter is better qualified to provide on-site interpretation services for the requested language.
  - 2). If all available interpreters will be travel-time eligible, the Contractor shall assign a travel-time-billable interpreter that is closest to the destination of the on-site translation, unless (a) a specific interpreter is requested by the Requesting Agency or Requesting Entity, or (b) The Contractor determines that a travel-time-billable interpreter is better qualified to provide on-site interpretation services for the requested language.

3). In any instance where a travel-time-billable interpreter is sent over a non-travel-time-billable interpreter or a more distant travel-time-billable interpreter is sent over a closer one, the Contractor shall provide written documentation to the Requesting Agency or Requesting Entity explaining why the travel-time-billable or more distant travel-time-billable interpreter was chosen. If the Contractor fails to provide the justification for using an interpreter for which travel or additional travel, as applicable, is charged or if the Requesting Agency or Requesting Entity Representative determines the rationale for its usage is not sufficient, travel time charges or the more distant charges, as applicable, will not be paid.

- 2.6.2.6 When more than one interpreter is available for an assignment, the Contractor shall assign an interpreter for whom travel is not billable (i.e. one within 20 miles of on-site location) over one for which travel will be billable, unless (a) a specific interpreter is requested by the Requesting Agency or Requesting Entity or (b) the Contractor determines that a travel-billable interpreter is better qualified to provide on-site interpretation services for the requested language. The Contractor shall provide written documentation to the Requesting Agency or Requesting Entity explaining why the travel-billable interpreter was chosen. If the Contractor fails to provide the justification for using an interpreter for which travel is charged or if the Requesting Agency or Requesting Entity Representative determines the rationale for its usage is not sufficient, travel charges will not be paid.
- 2.6.2.7 At the time of assignment, the Contractor will be notified whether the assignment is for a specific activity or an approximate timeframe (i.e. from 9 a.m. to 12 p.m.). If the assignment is for a specific activity, the billing as described in 2.6.2.1, 2.3 or 2.4, as appropriate shall apply. If the assignment is for an approximate timeframe that is greater than two (2) hours, the billing will proceed at 1/10<sup>th</sup> of an hour increments for the entire duration in excess of two hours, less a reasonable meal period (i.e. 30, 40 or 60 minutes). For a defined timeframe assignment, the Requesting Agency or Requesting Entity reserves the right to request the availability of an on-site interpreter for multiple assignments during this timeframe provided all assignments are within the same location; i.e approximate timeframe will not involve multiple two (2) hour minimum billable periods. [For example, an approximate timeframe (court hearing assignment) may be from 9 a.m. to 3 p.m. and it is expected that four (4) separate hearings will occur during this period, and that there will be a 30 minute lunch period, the billing will be for 5.5 hours, (6 scheduled hours less a 30 minute lunch period), not for 2 hours per hearing, or 8 hours. Moreover, if the last hearing ran until 3:20 p.m., the billing would be for 6 hours and 20 minutes, less a 30 minute lunch period, or 5 hours and 50 minutes. Or stated another way, the billing for On-Site interpreters will be for the duration of the approximate timeframe, the initial 2 hour period from 9-11 a.m. and the duration of time after 11:00 a.m. in 1/10<sup>th</sup> of an hour increments, less a lunch period.
- 2.6.2.8 If a requesting agency or entity requests interpreter services for a definite period of time rather than an approximate timeframe, such as an 8 am to 4 pm shift to accompany a specific juvenile in a juvenile facility, the Contractor may bill for the full defined period of time, even if the interpreter is dismissed before the end of that time period.

- 2.6.2.9 For a request for Routine or Expedited On-Site interpretation that is cancelled with *less than* twenty-four (24) hours notice, the Requesting Agency or Requesting Entity shall be required to pay the Contractor the two (2) hour minimum billable time.
- 2.5.2.8 For any Expedited request with less than 24 hours notice or for any Critical requests that are cancelled, the Requesting Agency or Requesting Entity shall be required to pay the Contractor the two (2) hour minimum billable time.
- 2.6.2.11 If the contractor is requested to provide an on-site interpreter with a specific, commonly recognized professional certification, a flat percentage surcharge, not to exceed 20%, may be added to the Contractor's otherwise applicable rate(s).
- 2.6.2.12 In addition to the pricing required on the financial proposal form (Attachment E), in accordance with section 3.4.5.2.8 (Discounted Pricing) the Contractor may identify circumstances when it will discount its Attachment E onsite prices. To the extent that the Contractor provides such additional pricing discounts, it must ensure that its invoicing properly reflects all circumstances when such discounts are to apply.
- 2.6.3 Service Category III:
- 2.6.3.1 Written document language translation service will be billed at the per word rate from Attachment E – Financial Proposal Form.
- 2.6.3.2 No travel time or mileage will be paid for statewide written document interpretation service.
- 2.6.3.3 In addition to the pricing required on the financial proposal form (Attachment E), in accordance with section 3.4.5.3.8 the Contractor may identify circumstances when it will discount its Attachment E written document prices, or waive the per word price for repetitive text. To the extent that the Contractor provides such repetitive text pricing discounts or billing waiver, it must ensure that its invoicing properly reflects all circumstances when such discounts or waivers are to apply.
- 2.6.3.4 The Contractor must allow at least five (5) working days after the delivery of a translated document(s) before billing the Requesting Agency/Entity. During this time period, the Requesting Agency/Entity will review the translated document to ensure the document is translated to the academic and/or cultural level appropriate for the audience receiving the document. As per § 2.5.1.1.2, if changes need to be made to the translated document because it fails to comply with the instructions provided with the assignment, the Requesting Agency/Entity will notify the Contractor during this 5 working day period of review, and the Contractor must make the requested changes. Any revisions to the translated document(s) shall be provided at no additional cost to the Requesting Agency/Entity within three (3) working days for Routine assignments and within one (1) working day for Expedited assignments. If revision of the translated document is required, billing shall not occur until at least 5 working days after the translation is accepted.**
- 2.6.4 For Service Categories I and II:
- 2.5.4.1 If services are provided during both Standard Hours and Non-Standard Hours, payment will be made for the actual time worked in each time period in accordance with the provisions of Sections 2.6.1 and 2.6.2 above, at the appropriate standard hour or non-standard hour rate increment.

2.6.5 For ALL Service Categories:

- 2.6.5.1 The Contractor may not charge a Requesting Agency or Requesting Entity any fee for the non-usage of services.
- 2.6.5.2 The State will not pay or reimburse any travel time or mileage incurred by Contractor for scheduled quarterly meetings or for any meetings relating to unsatisfactory performance issues (See Section 2.12).
- 2.6.5.3 All invoicing/billing is to be sent directly to the respective Requesting Agency or Requesting Entity for which services were provided during the billing period.
- 2.6.5.4 If an Offeror is awarded contracts for more than one service category in accordance with RFP Section 3.5.2 and Section B of Attachment E Pricing Instructions, all billings shall reflect the appropriate percentage discount, if any, as specified on each tab (Telephonic, On-Site and Written) on the Attachment E Pricing Form.

<b>2.7 Reporting Requirements</b>
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2.7.1 General Reporting Requirements:

- 2.6.1.1 The Contractor shall submit all monthly reports to the Contract Administrator and the Requesting Agency or Requesting Entity, within 15 days of the last day of the month being reported.
- 2.6.1.2 The Contractor shall provide all reports electronically in MS Excel (or other acceptable electronic software such as Access, MS Word, ASCII) and one (1) hard copy.
- 2.6.1.3 The Contractor shall provide additional reports described in its technical proposal un response to 3.4.7.1.1 in the manner and timeframe described.
- 2.6.1.4 The Contractor shall separately summarize, as appropriate, the use of language services by State agencies and by non-State agencies.
- 2.6.1.5 Annual reports shall be provided by the last day of the month following the final (twelfth) month of each Contract year. E.g., July 31<sup>st</sup> for a Contract year ending in June 30<sup>th</sup>.

2.7.2 Reports for Contract Administrator:

2.7.2.1 Telephone Interpretation Services:

The Contractor shall provide monthly usage telephone interpretation summary reports to the Contract Administrator. At a minimum, the summary details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date of call
- Time of call
- Billing month
- Interpreter name or identification number
- Phone number calling from and to
- Case Number (if court hearing)



- Language / Dialect requested
- Total conversation minutes (break down by duration of Standard Hours and Non-Standard Hours)
- Total cost for conversation minutes per call (break down by duration of Standard Hours and Non-Standard Hours)
- Total time required to connect Requesting Entity with an appropriate interpreter. (This time, measured to the nearest second, begins when the call is received at the Contractor's switchboard and ends when the appropriate interpreter is on the line and prepared to begin interpreting.)
- Conference call phone number(s) out-dialed by user (i.e. interpreter, judge, requesting agency/entity, etc.)
- Total calls handled
- Total cost per call
- Number of blocked calls
- Requests for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.
- **Total number of calls and total duration of calls originated with each type of notice: Routine, Expedited and Critical**
- **Total number and duration of conference calls initiated by the Contractor**
- **For each conference call initiated by the Contractor, the number of persons involved in each conference call, who participated using a separate phone number or call-in connection, including the interpreter(s), the subject person of the interpretation and all other persons. i.e., all participants except those participating via use of (proximity to) a speakerphone.**
- **The number of calls for which an interpreter was reserved in advance**
- **The number of calls placed "on demand", i.e., responded to within 45 minutes of a request**

#### 2.7.2.2 On-Site Interpretation Services:

- 2.7.2.2.1 The Contractor shall provide monthly on-site interpretation usage summary reports to the Contract Administrator. At a minimum, the summary report details shall include, but are not limited to:
- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
  - Date
  - Interpreter name or identification number
  - First and Last Name of Person Being Interpreted
  - Case Number (if court hearing)
  - Language / Dialect requested
  - Location of service provided

- Total interpreting time by language (break down by duration of Standard Hours and Non-Standard Hours)
- Hourly Fee (Routine; Expedited; Critical)
- Travel charges
- Total Fees
- Number of completed requests for interpretation by language
- Requests for language interpretation that could not be fulfilled, by language.
- Reason that a request for interpretation could not be fulfilled.

2.7.2.2.2 The Contractor shall provide copies of On-Site Interpreter Assignment Sheets representing all on-site interpretations completed within the reporting timeframe to the Contract Administrator, included as Attachment M.

2.7.2.2.3 If requested for audit or record keeping purposes, upon request by the State Agency Representative or the DBM Contract Administrator, the Contractor shall provide the address of the applicable interpreter(s) utilized for services. At all times, the interpreter name(s) and address(es) will be held as confidential information by the State.

2.7.2.3 Written Document Translation Services:

The Contractor shall provide monthly written document interpretation usage summary reports to the Contract Administrator. At a minimum, the report details shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- Rate per page, or per word, as appropriate
- Language / Dialect requested
- Total pages of written document interpretation (break down by Expedited and Routine requests)
- Total assignment fee
- Request for language interpretation that could not be fulfilled, by language
- Reason that a request for interpretation could not be fulfilled.
- Total number of translation assignments during the month
- Total number of target language words translated for all assignments
- The shortest assignment in terms of the number of target language words translated
- Average number of target language words translated per assignment (based upon a division of the total number of assignments for the month into the total number of target language words translated).

2.7.2.4 The Contractor shall sum the total number for the twelve months of each Contract year to produce an annual total of:

- Assignments

- Target Languages Words translated

In addition, for each Contract year an average number of words translated per assignment shall be calculated. (Divide the yearly number of assignments total into the yearly total number of target language words translated to produce an annual average number of target language words translated per assignment).

### 2.7.3 Reports for Customer Complaints:

The Contractor shall provide monthly summary complaint reports to the Contract Administrator. At a minimum, the summary reports shall include, but are not limited to:

- Requesting Agency -or- Requesting Entity, Employee Name & Employee Location
- Date
- Interpreter name or identification number
- Number of Complaints (per interpreter)
- First and Last Name of Person Being Interpreted (if telephonic or on-site request)
- Case Number (if court hearing)
- Language / Dialect interpreted
- Type of Interpretation (telephone, on-site, or written document)
- Detailed description of complaint
- Person registering complaint
- Contact information for person registering complaint
- Name of Contractor's representative resolving complaint
- Complaint Resolution
- Complaints Unresolved & Reason(s)
- L

## **2.8 Complaint Resolution**

### 2.8.1 General Requirements:

- 2.7.1.1 The Contractor shall adhere to the complaint resolution procedures as described in its proposal.
- 2.7.1.2 The Contractor shall maintain the ability to accept customer complaints via telephone, facsimile, email and US Mail.

### 2.7.2 Telephone Interpretation **ONLY:**

The Contractor shall ensure that any user of Telephone Interpretation services will be able to reach the Contractor Representative to file a complaint while still on-line during an interpreted call or at another time that is more convenient for the person placing the call.

### 2.8.3 On-Site Interpretation **ONLY:**

The Contractor shall ensure that any user of On-Site Interpretation services will be able to contact the Contractor Representative to file a compliant while the interpretation is taking place or at another time more convenient for the person obtaining the service.

### 2.8.4 Interpreter Complaint:

Upon request of the Contract Administrator, the Contractor shall ensure that an interpreter who has been the subject of more than one (1) Validated Complaint of misinterpretation shall not provide any further services to any Requesting Agency or Requesting Entity under this Contract.

## **2.9 Problem Escalation Procedure**

2.9.1 The Contractor must provide and maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the DBM Contract Administrator within appropriate timeframes.

The Contractor shall provide contact information to the DBM Contract Administrator as well as other personnel should the Contract Manager not be available.

2.9.2 The Contractor must provide a Problem Escalation Procedure no less than 10 days after the Commencement of the Contract, and within 10 days after the start of each contract year (and within 10 days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:

- The process for establishing the existence of a problem,
- The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
- Circumstances in which the escalation will occur in less than the normal timeframe,
- The nature of feedback on resolution progress, including the frequency of feedback,
- Identification of and contact information for progressively higher levels that would become involved in resolving a problem,
- Contact information for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis, and
- A process for updating and notifying the Contract Manager of any changes to the Problem Escalation Procedure.

## **2.10 Contractor Representative**

2.10.1 The Offeror shall assign a Contractor Representative. The Offeror can assign the same individual or multiple individuals to serve as the Contractor Representative if the Offeror is proposing for multiple service categories. The Contractor Representative(s) shall be considered “key personnel” for the purposes of the application of section 2.10. 2, below.

### 2.10.2. Continuous Performance of Key Personnel (Substitution of Personnel)

2.10.2.1 Unless substitution is approved per sections 2.10.2.4. 1-4, key personnel shall be the same personnel proposed in the Contractor’s technical proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the technical proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor’s technical proposal without the prior written concurrence of the Contract Administrator.

If the Contract is task order based, the following provisions apply to key personnel identified in each task order proposal and agreement.

#### 2.10.2.2 Definitions:

##### 2.10.2.2.1 As used in this section:

(a) “Contract Administrator” means the Contract Administrator previously identified in this solicitation, and/or a person designated in writing by the Contract Administrator or the Department or agency to act for the Contract Administrator concerning Contractor personnel substitution issues.

(b) “Day” or “Days” means calendar day or days.

(c) “Extraordinary Personal Circumstance” means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than 15 days that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances might include but are not limited to: a sudden leave of absence to care for a family member that is injured, sick or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; military service call-up; etc.

(d) “Incapacitating” means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s technical proposal.

(e) “Sudden” means when the Contractor has less than 30 days’ prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

#### 2.10.2.3 KEY STAFF GENERAL SUBSTITUTION PROVISIONS

2.10.2.3.1 The following provisions apply to all of the circumstances of staff substitution described in section 2.10.2.4.

(a) The Contractor shall demonstrate to the Contract Administrator's satisfaction that the proposed substitute personnel have qualifications at least equal to those of the personnel for whom the replacement is requested.

(b) The Contractor shall provide the Contract Administrator with a substitution request that shall include:

- A detailed explanation of the reason(s) for the substitution request
- The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor
- The official resume of the current employee for comparison purposes
- Any required credentials

(c) The Contract Administrator may request additional information concerning the proposed substitution. In addition, the Contract Administrator, and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

(d) The Contract Administrator will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Administrator will not unreasonably withhold approval of a requested key personnel replacement.

#### 2.10.2.4 REPLACEMENT CIRCUMSTANCES

##### 2.10.2.4.1. Voluntary Staff Replacement

To voluntarily replace any key staff, the Contractor shall submit a substitution request as described in section 2.10.2.3 to the Contract Administrator at least 15 days prior to the intended date of change. Except in a circumstance described in section 2.10.2.4.2, a substitution may not occur unless and until the Contract Administrator approves the substitution in writing.

##### 2.10.2.4.2. Staff Replacement Due to Vacancy

The Contractor shall replace key staff whenever a vacancy occurs due to the Sudden termination, resignation or leave of absence due to an Extraordinary Personal Circumstance of such staff, Incapacitating injury, illness or physical condition, or death. (A termination or resignation with 30 days or more advance notice shall be treated as a Voluntary Staff Replacement as per section 2.10.2.4.1.)

Under any of the above 2.10.2.4.2 circumstances, the Contractor shall identify a suitable replacement and provide the same information or items required under Section 2.10.2.3 within 15 days of the sooner of the actual vacancy occurrence or from when it was first learned by the Contractor that the vacancy would be occurring.

##### 2.10.2.4.3. Staff Replacement Due to an Indeterminate Absence

If any key staff has been absent from his/her job for a period of 10 days due to injury, illness, or other physical condition, leave of absence under a family medical leave or Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next 20 days to fully resume his/her job

duties, before the 25<sup>th</sup> day of continuous absence the Contractor shall identify a suitable replacement and provide the same information or items required under section 2.10.2.3.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Administrator, at the option of the Contract Administrator the original staff may continue to work under the Contract, or the replacement staff will be authorized to replace the original staff, notwithstanding the original staff's ability to return.

#### 2.10.2.4.4 Directed Staff Replacement

a. The Contract Administrator may direct the Contractor to replace any staff that is perceived as being unqualified, non-productive, unable to fully perform his/her job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or that has committed a major infraction(s) of law or agency or Contract requirements. Normally a directed replacement would only occur after prior notification of problems with requested remediation, as described in 2.10.2.4.4.b, below. If after such remediation the Contract Administrator determines that the staff performance has not improved to the level necessary to continue under the Contract, if at all possible at least 15 days' replacement notification will be provided. However, if the Contract Administrator deems it necessary to remove the offending individual with less than 15 days' notice, the Contract Administrator can direct the removal in a timeframe of less than 15 days, to include immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with section 2.10.2.3, provide a suitable replacement for approval within 15 days of the notification of the need for removal, or the actual removal, if that occurs first.

b. If deemed appropriate in the discretion of the Contract Administrator, the Contract Administrator shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within 10 days of the date of notice and implement the Remediation Plan immediately upon written acceptance by the Contract Manager, or revise and resubmit the plan to the Contract Administrator within 5 days, as directed in writing by the Contract Administrator.

Should performance issues persist despite the previously agreed to Remediation Plan, the Contract Administrator will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit, or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key staff at issue.

Replacement or substitution of personnel under this section shall be in addition to and not in lieu of the State's remedies under the Contract.

## **2.11 Background Checks/ Fingerprinting**

2.11.1 Wherein a State Requesting Agency/Entity or the DBM Contract Administrator requires fingerprinting and/or background checks of Contractor personnel (to include subcontractors and

interpreting/translation agents) due to a business process, the Contractor shall ensure that all staff, interpreters, and/or translators utilized in the performance of the Contract for that State Agency have passed fingerprinting and/or background checks in the State of Maryland. Any person that does not pass fingerprinting and/or background checks can not be utilized on the Contract for that Requesting Agency. If after the initial check(s) the person has passed a check, but is later re-checked and does not pass, then that person may not be utilized on the Contract.

2.11.2 Background checks and fingerprinting will only be required in rare instances for On-site interpretations when required by the Requesting Agency/Entity. All reasonable costs to the Contractor for a prospective interpreter to comply with this requirement may be charged to the Requesting Agency/Entity. Alternatively, the Requesting Agency/Entity may perform the fingerprinting and/or background check itself without charge to the Contractor. In all such occasions the Contractor shall ensure the timely cooperation of all prospective interpreters in providing required information for a background check to be obtained and in providing fingerprints. If travel is required for the interpreter to comply with this section, the Contractor may bill for mileage to and from the approved location at the then prevailing rate of mileage reimbursement for State employees. The procedures described in 2.6.2.5.1 concerning travel reimbursement will also apply to this section 2.11.2. Written and Telephonic interpreters will not be required to receive a background check and fingerprinting.

## **2.12 Meetings**

### 2.12.1 Quarterly Meetings:

2.12.1.1 Quarterly meetings shall be scheduled by the Contract Administrator at a location in Maryland, within the general Baltimore-Annapolis region. The precise date of the meeting will be scheduled at least two (2) weeks in advance. Meetings will occur approximately every three (3) months and shall be anticipated to be a minimum of three (3) hours in duration.

2.12.1.2 Quarterly meeting attendees shall include but not be limited to the Contract Administrator, Contractor Representative and applicable Requesting Agency(s)/Entity(s) personnel.

2.12.1.3 The Contractor Representative or with specific prior approval of the Contract Administrator, an appropriate designee, shall attend all quarterly meeting and be accompanied by additional Contractor representatives, as appropriate.

### 2.12.2 Unsatisfactory Performance Meetings:

The State reserves the right to schedule additional meetings for discussions relating to unsatisfactory performance issues.

## **2.13 Agency Specific Training**

To the extent feasible, for major recurring applications, the Contractor shall provide agency-specific vocabulary and information in the training material provided to all interpreters and written document translators to assist in accurate interpretation. The requesting (Contracting) entity will provide agency - specific vocabulary to the Contractor. This information will be updated by the Contracting entity as needed for inclusion in the Contractor's interpreter information.



## **2.14 Insurance Requirements**

The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

The Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

The State of Maryland shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage. Certificates of insurance evidencing this coverage will be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the procurement officer, by certified mail, not less than 45 days advance notice of any non-renewal, cancellation, or expiration. In the event the state receives a notice of non-renewal, the contractor must provide the state with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed to do business in Maryland.

## **2.15 Contract Start-up / User Registration List / Contract Transition**

### **2.12.1 Contract Start-up**

Upon Contract commencement date, the DBM website for the Statewide Language Interpretation Services Contract will contain the contact information for each of the Contractors –(Telephonic, Onsite, and Written Translation). Each Contractor must provide the following information at a minimum for entry on the DBM website. Starred (\*) items are required. Those items not starred are optional but preferred:

- 2.12.1.1 \*Contractor's Name as designated through the Maryland State Department of Assessment and Taxation;
- 2.12.1.2 \*The Contractor's Purchase Order Number
- 2.12.1.3 \*The operations 1-800 telephone number that Requesting Agency Users will access
- 2.12.1.4 \*The email address that Requesting Agency Users will access
- 2.12.1.5 \*The Contractor's mailing address and specific Contact Information (Name of Contact(s), Phone Number, Email Address, etc.)
- 2.12.1.6 A URL link to the Contractor's website where users are directly linked to the Contractor's services such as report generation, etc.
- 2.12.1.7 Frequently Asked Questions provided to the DBM Contract Administrator in MS Word and PDF formats that enables users to answer basic questions regarding that Category of services and the Contractor's operations

### **2.12.2 User Registration**

The Contractor shall provide user registration upon Contract Commencement (See Section 1.6.1). Upon Contract Commencement, the Department (Contractor Administrator) will provide registration information as contained in the Contractor's technical proposal, to include contact name, telephone number and mailing address (regular and email address) to existing and prospective users. This information will be provided through outreach efforts referenced in Section 2.1.3 to State of Maryland agencies/entities, not for profit organizations and non-State of Maryland government entities for purposes of new user account enrollment. All users who provide registration information at least 3 business days prior to the Go Live Date (See Section 1.2(o)), shall be registered as of the Go Live Date. Users registering less than 3 business days prior to the Go Live Date shall be registered within 3 business days from this date of

registration. The user registration next-day requirement referenced in Sections 2.3.5, 2.4.6 and 2.5.3 applies to new users who register **after** the Go Live Date.

2.12.2.1 User Registration List

The Contractor shall maintain a list of all registered users under this Contract. This list shall be maintained in a commonly available electronic format, such as MS Access or MS Excel. This list shall include the: name of the user, affiliation (i.e. State of Maryland agency, local government, Maryland not for profit organization etc.), contact name(s), mailing address, telephone number(s), and email address(s). This list shall be updated as needed and be provided monthly, electronically to the Contract Administrator.

2.12.3 Contract Transition

If the award of a successor Contract is made to other than the Contractor, upon award the Contractor will fully cooperate with the successor contractor to effect a smooth, seamless transition. Upon award the Contractor shall provide a list of all current users described in 2.15.2 to the successor contractor. The Contractor shall provide any updated user information to the successor contractor until the expiration of its Contract.

**2.16 Contract Kick-Off and subsequent Annual Meetings**

2.13.1 Each Contractor, including the Secondary Contractor, shall be required to attend at least one “Contract kick-off meeting” inviting State agencies to participate in a forum consisting of an introduction of the Contract awardee(s) and explanation of the new Contract specifications and provisions. Preferably this Contract Kick-off Meeting will be held shortly before the start date of the Contract at a location within the Baltimore/Annapolis area. The specific time, date and location for this kick-off meeting will be determined by the State in cooperation with the Contractors.

2.13.2 Aside from required attendance at a single, primary kick-off meeting Contractors may be invited to attend a limited number of additional “kick-off meetings”, such as meetings in different regions of the State, or multiple meetings in major regions, such as the Baltimore/Annapolis area, to accommodate more potential users. If additional kick-off meetings are held, they may be either prior to, or after the Go Live Date.

2.13.3 The State may decide to host an annual Contractor/user communication meeting (forum) for each year of the Contract after the first year. i.e., approximately on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> anniversary dates of the Contract. If the State hosts such meetings, each Contractor must provide appropriate representation. Near the 1<sup>st</sup> through 4<sup>th</sup> anniversary dates of the Contract, the State’s Contract Administrator will inform the Contractor whether a Contractor/user communication meeting will be held for that year. If so, to the degree feasible, the time, date and location will be established cooperatively between the State and the Contractors.

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## **OVERVIEW OF SERVICES ATTACHMENTS**

- ‘ATTACHMENT 1’** – Example of “Point-To-Your-Language” Cards
- ‘ATTACHMENT 2’** – Example of On-Site Interpreter Assignment Sheet
- ‘ATTACHMENT 3’** – Copy of State Government – SB 265

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**ATTACHMENT 1 - EXAMPLE OF POINT-TO-YOUR-LANGUAGE CARDS**

**Point to your language**

Spanish .....	Español
Cantonese .....	廣東話
Vietnamese .....	Tiếng Việt
Punjabi .....	ਪੰਜਾਬੀ
Korean .....	한국어
Cambodian .....	ខ្មែរ
Thai .....	ภาษาไทย
Mandarin .....	國語
French .....	français
Hindi .....	हिन्दी
Russian .....	Русский
German .....	Deutsch
Portuguese .....	Português
Brazilian Portuguese .....	Português do Brasil
Bosnian/Serbo-Croatian .....	Srpski
Hmong .....	Hmoob
Japanese .....	日本語
Ukrainian .....	Українська
Lao .....	ພາສາລາວ



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 Baltimore, Maryland 21202  
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**ATTACHMENT 2 – EXAMPLE OF AN ON-SITE INTERPRETER ASSIGNMENT SHEET (SEE FOLLOWING PAGE)**

ASSIGNMENT SHEET

CONTRACTOR NAME  
ADDRESS  
CITY/STATE/ZIP  
PHONE  
FAX

**SECTION A [to be completed by Contactor]**

DATE OF SERVICE: \_\_\_\_\_

**CLIENT:**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE/ZIP: \_\_\_\_\_

**PHONE:**

HOME: \_\_\_\_\_  
CELL: \_\_\_\_\_

**REQUESTING AGENCY / ENTITY:**

AGENCY / ENTITIY CONTACT NAME: \_\_\_\_\_ CONTACT PHONE: \_\_\_\_\_  
AGENCY / ENTITIY PURCHASE ORDER: \_\_\_\_\_

**DATE OF ASSIGNMENT:**

\_\_\_\_\_

**LANGUAGE:**

\_\_\_\_\_

SCHEDULED START TIME: \_\_\_\_\_  
SCHEDULED END TIME: \_\_\_\_\_

**LOCATION OF ASSIGNMENT:**

OFFICE / BUILDING NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE/ZIP: \_\_\_\_\_

**SECTION B [to be completed by Assigned Interpreter]**

ASSIGNED INTERPRETER: \_\_\_\_\_ HOME ZIP CODE: \_\_\_\_\_

ARRIVAL TIME: \_\_\_\_\_ DEPARTURE TIME: \_\_\_\_\_

START MILEAGE: \_\_\_\_\_ END MILEAGE: \_\_\_\_\_

**TOTAL MILEAGE:** \_\_\_\_\_

WAS SERVICE COMPLETE: \_\_\_\_\_ YES \_\_\_\_\_ NO *(Please check one)*

IF NO, STATE REASON: \_\_\_\_\_  
\_\_\_\_\_

INTERPRETER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT YOUR NAME: \_\_\_\_\_

Above information validated by:

\_\_\_\_\_  
Signature and Date of  
On-Site State Representative

**Equal Access to Public Services  
Individuals with Limited English Proficiency**

**§ 10-1101.**

The General Assembly finds that the inability to speak, understand, or read the English language is a barrier that prevents access to public services provided by State departments, agencies, and programs, and that the public services available through these entities are essential to the welfare of Maryland residents. It is the policy of the State that State departments, agencies, and programs shall provide equal access to public services for individuals with limited English proficiency.

**§ 10-1102.**

(a) In this subtitle the following words have the meanings indicated.

(b) "Equal access" means to be informed of, participate in, and benefit from public services offered by a State department, agency, or program, at a level equal to English proficient individuals.

(c) "Limited English proficiency" means the inability to adequately understand or express oneself in the spoken or written English language.

(d) "Oral language services" includes various methods to provide verbal information and interpretation such as staff interpreters, bilingual staff, telephone interpreter programs, and private interpreter programs.

(e) "Program" means all of the operations of a State department, State agency, or any other instrumentality of the State.

(f) (1) "Vital documents" means all applications, or informational materials, notices, and complaint forms offered by State departments, agencies, and programs.

(2) "Vital documents" does not include applications and examinations related to the licensure, certification, or registration under the Health Occupations Article, Financial Institutions Article, Business Occupations and Professions Article, and Business Regulation Article within the jurisdiction of the Department of Health and Mental Hygiene or the Department of Labor, Licensing, and Regulation.

**§ 10-1103.**

(a) Each State department, agency, or program listed or identified under subsection (c) of this section shall take reasonable steps to provide equal access to public services for individuals with limited English proficiency.

(b) Reasonable steps to provide equal access to public services include:

(1) the provision of oral language services for individuals with limited English proficiency, which must be through face-to-face, in-house oral language services if contact

between the agency and individuals with limited English proficiency is on a weekly or more frequent basis;

(2) (i) the translation of vital documents ordinarily provided to the public into any language spoken by any limited English proficient population that constitutes 3% of the overall population within the geographic area served by a local office of a State program as measured by the United States Census; and

(ii) the provision of vital documents translated under item (i) of this paragraph on a statewide basis to any local office as necessary; and

(3) any additional methods or means necessary to achieve equal access to public services.

(c) The provisions of this subtitle shall be fully implemented according to the following schedule:

(i) on or before July 1, 2003, full implementation by:

1. the Department of Human Resources;
2. the Department of Labor, Licensing, and Regulation;
3. the Department of Health and Mental Hygiene;
4. the Department of Juvenile Justice; and
5. the Workers' Compensation Commission;

(ii) on or before July 1, 2004, full implementation by:

1. the Department of Aging;
2. the Department of Public Safety and Correctional Services;
3. the Department of Transportation, not including the Maryland Transit Administration;
4. the Maryland Human Relations Commission;
5. the Department of State Police; and
6. five independent agencies, boards, or commissions, to be determined by

the Secretary of the Department of Human Resources, in consultation with the Office of the Attorney General;

(iii) on or before July 1, 2005, full implementation by:

1. the Comptroller of Maryland;
2. the Department of Housing and Community Development;
3. the Maryland Transit Administration;
4. the Department of Natural Resources;
5. the Maryland State Department of Education;
6. the Office of the Attorney General; and
7. five independent agencies, boards, or commissions to be determined by

the Secretary of the Department of Human Resources, in consultation with the Office of the Attorney General; and



- (iv) on or before July 1, 2006, full implementation by:
1. the Department of Agriculture;
  2. the Department of Business and Economic Development;
  3. the Department of Veterans Affairs;
  4. the Department of the Environment; and
  5. five independent agencies, boards, or commissions to be determined by the Secretary of the Department of Human Resources, in consultation with the Office of the Attorney General.

**§ 10-1104.**

Each State department, agency, or program not listed or identified under § 10-1103(c) of this subtitle shall monitor its operations to determine if the State department, agency, or program should take reasonable steps to achieve equal access to public services for individuals with limited English proficiency.

**§ 10-1105.**

The Department of Human Resources, in consultation with the Office of the Attorney General, shall provide central coordination and technical assistance to State departments, agencies, and programs to aid compliance with this subtitle.