

From: spo
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To: spo
Subject: SPO ALERT - Focus Group for Re-Solicitation of DES060048 Sign Language and/or Oral Interpreter Services
Attachments: Sign Language Interpreting Scope of Work.doc

SPO ALERT

Date: March 10, 2011

To: State Agencies and Cooperative Members

From: SPO on behalf of Arizona Department of Economic Security (ADES)

RE: Focus Group for Re-Solicitation of DES060048 Sign Language and/or Oral Interpreter Services

The current statewide Sign Language and/or Oral Interpreter Services contracts will expire July 31, 2011; therefore, ADES is seeking input from your agency to facilitate the development of the Scope of Work that will be utilized for the solicitation of these services.

If your agency utilizes the Sign Language and/or Oral Interpreter Services contracts DES060048-2 through DES060048-20, please review the attached Scope of Work from the current contracts and email your comments to crodman@azdes.gov no later than March 24, 2011.

Any questions regarding this announcement should be submitted via email to crodman@azdes.gov

SPO ALERTS are available
online at <http://spo.az.gov>

**SCOPE OF WORK
SIGN LANGUAGE AND/OR ORAL INTERPRETER
AND/OR REAL TIME CAPTIONING SERVICES (CART)
AND/OR VIDEO-CONFERENCING REMOTE INTERPRETING (VCRI)**

1. INTRODUCTION

- 1.1 The purpose of this solicitation is to establish a state-wide contract to provide sign language and/or oral interpreters and/or real time captioning services, (Computer Assisted Real Time Transcription - CART), and/or Video-Conferencing Remote Interpreting (VCRI). Services shall be provided to all state agencies, boards and commissions within the State of Arizona, as well as all eligible political subdivisions (hereinafter referred to as "Agency.")
- 1.2 To accomplish this goal, the State of Arizona is soliciting offers via competitive sealed proposals, from qualified organizations and individuals, to provide interpreting services.
- 1.3 The State of Arizona uses interpreter services to provide/facilitate communication with employees and/or clientele who are deaf/hard of hearing, deaf/blind, and speech impaired. These services are needed in order to support the State in complying with the provisions of the Americans with Disabilities Act (ADA).
- 1.4 The intent of the State is to award contract(s) that will ensure the coverage of the various needs of the using agencies at any location throughout the State of Arizona. Based upon their awarded contract, the Contractor(s) shall provide services in any location within the State of Arizona.
- 1.5 The Contractor(s) shall provide services on an as needed, if needed basis. The State of Arizona does not guarantee any amount of work during the term of the contract.
- 1.6 The State utilizes interpreter services in a variety of settings, including but not limited to, meetings, settlement disputes, official hearings and related proceedings, religious services, medical appointments, counseling services, correctional facilities, classrooms/training sessions, state fair, as well as, artistic settings which include, but are not limited to visual, folk arts, literature and folklore.
- 1.7 The Contractor(s) shall secure his/her own transportation. An adequate insurance coverage shall be purchased and maintained during the term of the contract as requested by the State.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall provide certified sign language and/or oral interpreters and/or cued speech transliterator and/or real time captioning, and/or video remote interpreting services to State Agencies, boards and commissions within the State of Arizona, as well as, all eligible political subdivisions (hereinafter referred to as the "Agency.")
 - 2.1.1 "Certification" means a currently valid card issued by Registry of Interpreters for the Deaf, Inc. (RID) or the National Association of the Deaf (NAD), with the word "certified", and the categories in which the cardholder is certified, listed under the cardholder's name.
 - 2.1.2 A "qualified" Deaf interpreter is defined as "an interpreter who is able to interpret effectively, accurately and impartially both receptively and expressively using any necessary specialized vocabulary". In rare instances, the only settings the Contractor may provide a qualified, pre-screened, non-certified Deaf interpreter is if the interpreter is used to interpret for Deaf/Blind persons or gestural based persons; or the interpreting situation requires the use of a qualified foreign sign language non-certified interpreter and it is the only way that effective communication can occur.
- 2.2 All interpreters provided under a resultant contract shall comply with the Code of Professional Conduct upheld by the National Association of the Deaf and the Registry of Interpreters for the Deaf, Inc. The Code may be reviewed on the web at <http://www.rid.org/coe.html>,
- 2.3 The Contractor and/or key personnel shall conform in all respects with the Agency work policies, standards, procedures, rules and regulations. (Attachment #1)

3.0 SPECIFIC REQUIREMENTS

- 3.1 The Contractor shall provide equal access and act as an interpreter between hearing and individuals who are

deaf or hard of hearing, as required by the Agency. The Contractor shall interpret from voice to sign and vice versa or voice to text.

- 3.2 The Contractor shall provide qualified interpreters who:
 - 3.2.1 Have at least a high school diploma or a GED.
 - 3.2.2 Possess one of the following certifications in a current and valid status:
 - 3.2.2.1 RID (Registry of Interpreters for the Deaf) Certification
 - 3.2.2.2 NAD (National Association of the Deaf) Certification Level III, IV, V
 - 3.2.2.3 NIC (National Interpreter Certification) NIC (Certified), NIC Advanced and NIC Master
 - 3.2.2.4 TECUNIT™ (Testing, Evaluation, & Certification Unit, Inc.) Cued Language Transliterator National Certification Examination (CLTNCE) Certification
 - 3.2.2.5 NCRA (National Court Reporters Association) Registered Professional Reporter (RPR) Certification for CART providers
 - 3.2.2.6 NVRA (National Verbatim Reporters Association) Certified Verbatim Reporter (CVR)
 - 3.2.2.7 EIPA (Educational Interpreter Performance Assessment) Rating 3.5 or Higher for Educational Interpreting K-12 only
 - 3.2.2.8 Only licensed interpreters may practice within the State after October 1, 2007. Until the time of licensure, ACDHH will verify certifications from other states. The time frame for the verification process for interpreter certification is three weeks from the request date to ACDHH.
 - 3.2.2.9 An Agency may request, from the Contractor, a copy of the interpreter's certification at the time of confirmation of an assignment.
- 3.3 At the time of a request for interpreter services, the Agency shall identify to the Contractor the specific situation involved (e.g. artistic, legal, health, financial matters) and appropriate attire. The Contractor shall then provide a certified interpreter with the knowledge and expertise to provide such specialized interpreting service. In the event of a conflict in determining the appropriate level, the Agency shall have final authority.
 - 3.3.1 The Interpreting Services Request Form (Attachment #2) shall be used by the Agency to communicate a request for interpreter services to the Contractor to acknowledge, confirm, or cancel the request/assignment. At the discretion of the Agency, the Request Form may be transmitted via fax, e-mail, or internet.
 - 3.3.2 Various requests for services may have different confirmation timelines and rates depending on the nature of the assignment.
 - 3.3.3 Contractor and the requesting Agency shall determine the number of interpreters needed based on the length of the assignment, number of consumers and subject matter.
 - 3.3.4 If the Contractor is assigned to provide services within the secure parameter of prisons, a multi-step procedure needs to be followed for the assignment. The procedure is outlined in a separate attachment (Attachment #3) to this solicitation.
 - 3.3.5 Contractors shall approve pre-screened, qualified Deaf personnel who are not certified to provide interpreting services for the Deaf/Blind.
- 3.4 The Agency shall have the right to interview all prospective personnel, if necessary, and to accept or reject any or all, based upon skills required and the background and experience of each individual for any given assignment.
- 3.5 The Contractor shall respond, with the name of the interpreter, to requests that are submitted:
 - 3.5.1 More than 4 calendar days in advance of the assignment, within 1 calendar day/24 hours after receiving the request, excluding weekends and holidays.
 - 3.5.1.1 If more than 10 calendar days in advance of the assignment, Contractor will acknowledge status of request within 3 calendar days, and must notify the Agency on-site contact with the interpreter's name, within 2 calendar days prior to the assignment.
 - 3.5.2 Less than 4 calendar days, but more than 1 calendar day/24 hours in advance of the assignment, within 6 working hours after receiving the request excluding weekends and holidays.
 - 3.5.3 Less than 1 calendar day/24 hours in advance of the assignment within a mutually agreed upon time frame.
- 3.6 If an interpreter has been requested by name, by an Agency, and confirmed to the State requester by the Contractor, or if an interpreter is on site providing services, no substitution can be made without notification to and approval from the Agency.
- 3.7 Agency Cancellations
 - 3.7.1 An Agency requester (which is the specific State entity requesting interpreting services) reserves the right to cancel an assignment, without penalty or charge, if the State requester notifies the Contractor at least 2 calendar

- days/48 hours or more prior to the assignment time and date, excluding weekends and holidays.
- 3.7.2 The Agency requester shall reimburse the Contractor for the requested hours of service, in accordance with the applicable rates contained in the Price Sheet, in the event that the State requester fails to notify the Contractor 2 calendar days/48 hours, prior to the assignment time and date.
 - 3.7.3 In the event of the Agency cancellation of initial assignment, the Contractor may re-assign staff to an alternate assignment for the same Agency if the following conditions apply:
 - 3.7.3.1 It is for the same starting and ending times;
 - 3.7.3.2 The interpreter is certified and meets Agency requirements for the second assignment and the interpreter will accept the assignment; and
 - 3.7.3.3 The assignment is less than 5 miles from the initial assignment.
 - 3.7.4 There shall be no separate billing for an alternate assignment.
- 3.8 Contractor Cancellations
- 3.8.1 If the Contractor has agreed to provide a qualified interpreter for an assignment, and the interpreter fails to appear at the time and place specified, or, if the Contractor furnishes an interpreter who fails to satisfy the qualification requirements of the identified assignment of the contract:
 - 3.8.1.1 The Agency may procure the services of a substitute interpreter from another Contractor. If a substitute interpreter is obtained, the Contractor shall reimburse the Agency for any additional costs in accordance with this contract.
 - 3.8.1.2 The Contractor agrees that a failure to provide services at an assignment will cause damage to the State of Arizona. Therefore, failure to perform the requested services or lack of performance by the Contractor may be considered to be a breach of contract and the State may apply consequences towards the Contractor, in accordance with Section 3.9, "Contractor Performance".
- 3.9 Contractor Performance
- 3.9.1 Contractor is responsible for immediately notifying the Agency requesting interpreting services when the contracted interpreter is a "no show". If the Contractor does not report this to the Agency, then a Vendor Performance Report will be issued.
 - 3.9.2 Failure to provide consistent quality service to the eligible user Agencies of this contract, shall result in Vendor Performance Reports that shall be kept on record for Contractor performance evaluation. Those records may be considered as a factor in the contract extension process during the term of the contract. The sample document can be viewed on the web at <http://www.azeps.az.gov/PoliciesDocuments/docs/vpr.pdf>
 - 3.10 The requesting Agency shall have direct control over the daily activities of the Contractor's employee or approved subcontractor assigned to the task. In the event any such personnel shall fail to adhere to the Agency's directions or security regulations, or demonstrate that they are not qualified to perform the duties required, the Agency shall notify the Contractor who shall replace each employee or approved subcontractor with another approved personnel at no cost to the Agency.
 - 3.11 Upon completion of an interpreting assignment (excluding academic/educational settings), the interpreter shall provide verification of the time actually spent on that assignment to the appropriate party present. The interpreter, as well as the individual(s) utilizing or ordering the interpreting services, must sign this verification. A copy of this verification must remain in the Contractor's records. If requested, a copy of the verification form must be submitted with the request for payment from the Agency.
 - 3.12 All personnel assigned by the Contractor must be employees or approved subcontractors at the time of any specific work assignment, must possess the qualifications for the required assignment and must have the ability to perform the duties required by the Agency.
 - 3.13 Travel time can be claimed only when traveling is 35 miles or more from the location of the Contractor's facility or last work site to the assignment location.
 - 3.14 In the event interpreting services are required for any legal settings where a deaf person is a party, the Contractor shall provide an interpreter with a Certificate of Competency as issued by the ACDHH.
 - 3.15 In the event interpreting services are required for Artistic venues, the Agency and Contractor shall determine the number of interpreters, skill level and amount of preparation time necessary to fulfill an assignment. In addition to the previous certification requirements listed in Section 3.2 of this Scope of Work, the contracted interpreter must have completed .6 CEU hours of training in the performing arts in the last two years, which can include coaching and mentoring.

- 3.16 A Certified Deaf Interpreter (CDI) may be utilized to facilitate communication when the communication mode of a deaf consumer is so unique that communication cannot be adequately accessed by interpreters who are hearing.
- 3.16.1 Situations requiring a CDI may involve individuals who:
- 3.16.1.1 Use idiosyncratic non-standard signs or gesture such as those commonly referred to as "home signs" which are unique to a family.
- 3.16.1.2 Use a foreign sign language.
- 3.16.1.3 Have minimal or limited communication skills.
- 3.16.1.4 Are deaf-blind or deaf with limited vision.
- 3.16.1.5 Use signs particular to a given region, ethnic or age group.
- 3.16.1.6 Have characteristics reflective of Deaf Culture not familiar to hearing interpreters.
- 3.16.2 A CDI may work as a team member with a certified interpreter in situations where each interpreter receives the message in one communication mode (or language), processes it linguistically and culturally, then passes it on in the appropriate communication mode to transmit message content between a deaf consumer and a hearing interpreter and vice versa.
- 3.17 Cued Speech Transliterator shall facilitate communication between spoken and cued English users.
- 3.18 The Contractor shall provide "Educational Interpreters" to facilitate communication between deaf students, teachers, service providers and peers within academic/educational settings and environments. These include but are not limited to: in and outside of the classrooms, instructional activities, field trips, club meetings, assemblies, counseling sessions and athletic competitions.
- 3.18.1 A clear and detailed assignment description shall be prepared and provided to the interpreter, prior to accepting an Educational Interpreter assignment for discussion and agreement, that identifies the academic/educational setting or environment, the interpreter's duties, the duration of the assignment, cancellation provisions and pay rate to be received.
- 3.19 The real time captioning services or Communication Access Real Time Translation (CART) Contractor shall provide word-for-word speech-to-text interpreting service, using a steno machine, or voice writing software, with a computer, and real time software, to facilitate communication for an individual consumer or larger group. The Contractor must operate a Computer-Aided Transcription (CAT) program and understand its real time translation and display functions.
- 3.19.1 It is the responsibility of the CART provider and Contractor to determine the equipment necessary for each assignment and the responsible party to provide the equipment. It may be the Contractor or the requester.
- 3.19.2 It is the responsibility of the Contractor and requester to determine the specifics regarding the display, confidentiality, and dissemination of the assignment text prior to the assignment.
- 3.19.3 It is the responsibility of the Contractor and requester to determine if remote CART services are a viable option for providing effective communication.
- 3.19.4 The CART provider may work as a team member with a certified interpreter.
- 3.20 The Video-Conferencing Remote Interpreting (VCRI) Contractor shall provide interpreting services via video-conferencing equipment, using either IP or ISDN protocols/technology.
- 3.20.1 It is the responsibility of the VCRI provider to determine if a TV, computer and/or any other supplies and equipment are necessary before the assignment. The VCRI provider shall contact the requester, before the assignment, to discuss and determine equipment needs, especially regarding display and dissemination of the assignment content.
- 3.20.2 The VCRI provider may work as a team member with a certified interpreter.
- 3.21 Certain assignments for services related to the Attorney General's Office, the Department of Economic Security, the Department of Health Services or the State Risk Management in representing the Arizona Health Care Cost Containment System, where health information may be disclosed, require the Contractor to sign and adhere to a Business Associates Agreement. The referenced document is attached as Exhibit A to this solicitation for information.
- 3.22 Certain assignments for services related to the Department of Revenue require the Contractor to sign and adhere to a specific agreement with the Department. The referenced document is attached as Exhibit B to this solicitation for information.

- 3.23 Payment/Invoicing Requirements
- 3.23.1 The industry standard of a 2 hour minimum shall be paid for all assignments.
- 3.23.2 Services required beyond the 2 hours will be billed in quarter hour (1/4) increments.
- 3.23.3 All requests for payment will be supplied with the appropriate expected end time of the assignment. (See Attachment #2).
- 3.23.4 The Contractor shall submit an invoice monthly, directly to the office of the Agency requester that includes contract number, date of service, time expended, client name and situation, interpreter's name, and applicable hourly rate. The State reserves the right to request from the Contractor the assignment verification forms for any invoice listing. The Agency shall process the claim for prompt payment in accordance with the standard operating procedures of the State.