

## STATEMENT OF WORK

IFB 6100048291

### VIDEO REMOTE INTERPRETATION (VRI) SIGN LANGUAGE SERVICES at SCI Albion

#### I. OBJECTIVE:

##### A. General:

This Request for Quote is to provide Video Remote Interpreting (VRI) and transliterating sign language services at SCI Albion located in Erie County, Pennsylvania.

##### **Commonwealth Requirements:**

SCI Albion may request interpreters or transliterating services for inmates for situations not limited to: group therapy or individual counseling appointments, and facilitate communication for the client in a medical and/or legal situation for which the interpreter is qualified.

Services to commence on July 1, 2019 or effective date of the contract whichever is later through June 30, 2020 with the option to renew for (2) two additional – 1 year renewals upon mutual agreement of awarded vendor and SCI Albion.

##### B. Specific:

##### 1. Act 172

Court and Administrative Proceeding Interpreter Certification Law, Act 172 of 2006, was signed into law by Governor Rendell on November 29, 2006. It amends both the Administrative/Local Agency Law and the Judicial Code by respectively requiring the Department of Labor and Industry (Department) and the Court Administrator to establish parallel programs for the appointment and use of certified interpreters for persons with limited English proficiency and persons who are deaf and hard of hearing in administrative and court proceedings. The Department is also required to provide guidelines to agencies for the selection and use of otherwise qualified interpreters when a certified interpreter is not available.

Additional information can be accessed at:

<http://www.portal.state.pa.us/portal/server.pt/community/certifiedinterpreterslaw/10472>.

C. Definitions:

1. Independent Interpreter:

Vendor who bids with the intention of interpreting themselves or scheduling employees.

2. Contractor:

Entity who is awarded the bid whether it is an independent interpreter or Prime Contractor.

3. Prime Contractor:

Vendor who subcontracts interpreters, has signature authorization and scheduling responsibilities.

**II. REQUIREMENTS:**

SCI Albion will primarily be needing services of a PA State Registered Interpreter for Group and Medical situations. However, there are occasions where the facility will request interpretation services for Parole or Hearings. These requests will require a Master or Certified Interpreter with AOPC and PA State Registration. Contractor will provide proof of certification at the time of bidding.

A. Interpreters **MUST** be registered with the Department of Labor and Industry, Office of Deaf and Hard of Hearing, as specified by Act of July 2, 2004, P.L. 492, No. 57 CI 63.

1. *Independent interpreters* must provide a legible copy of their registration from ODHH with their bid.

2. *Subcontracted services* – it is the responsibility of the Prime Contractor to obtain proof of registration with ODHH from their independent and staff interpreters prior to their assignment to agencies under the governor’s jurisdiction. The contractor shall provide a copy of the interpreter’s state registration upon request.

If an interpreter cannot provide a current ODHH registration card and/or loses their privileges, all services shall be immediately suspended with that interpreter and all work shall cease and desist. The interpreter, if reinstated with ODHH, may be allowed to return to duties provided the proper documentation is provided.

- Each Independent or Prime contractor must provide notification within 5 days to DGS of any interpreter who loses ODHH registration.

- B. The interpreter shall be responsible for accurate communication between individuals with and without hearing loss taking into consideration the cultural or linguistic differences.
- C. There may be instances where Team Interpreting may be needed in order to fulfill an assignment. It is the interpreter's responsibility to inform SCI Albion when this would be applicable. The interpreter shall provide detailed information to SCI Albion as to what kind of interpreter is needed, etc.

**III. FACILITY REQUIREMENTS:**

- A. SCI Albion may require the same interpreter for a proceeding or group therapy which he or she has been used before.
- B. The interpreter may be required to connect at least 15 minutes prior to the scheduled time of the VRI service and be ready to receive any instructions from the requesting agency or to prepare for the assignment (paid time). This time will be included in the 1 hour minimum for payment purposes. The Contractor is responsible for obtaining the name of the contact person (s) and any other information or actions to ensure that they are present at the proper time. The Contractor must be aware and adhere to any security clearances and or policies/procedures which affect interactions with inmates.

The Contractor will be reimbursed for the total time the Contractor is performing services under the contract. Performance time shall include the preparation time preceding the scheduled time for performance and/or any longer time requested by the agency.

- C. Interpreters must be available weekdays during Commonwealth business hours from 8 am to 4 pm EST. Additionally, there must be coverage in the prime contractor's office from 8:00 am to 4:00 pm for SCI Albion to make contact should the need arise. Interpreters must have a voice mail/e-mail mechanism for SCI Albion to leave a message and to have messages returned within 24 hours. Interpreters may be needed on weeknights and weekends on occasion.

D. Medical and Legal Interpretations:

1. Medical Interpretation:

SCI Albion's requirements for interpretation service may include medical interpreters. These interpreters must have a thorough knowledge of medical terminology, be familiar with medical procedures and the roles of doctors and nursing staff and be sensitive to issues such as the patients' autonomy, cultural differences and the medical personnel's need for accurate information.

## 2. Legal Interpretation:

SCI Albion's requirements for interpretation services may include legal interpreters to interpret for court and administrative proceedings.

- a. The interpreters must have knowledge of legal terminology in both target and source languages and be familiar with the Rules of Procedure of the Commonwealth of Pennsylvania, Federal Rules of Procedures, Rules of Civil Procedures, Rules of Criminal Procedures, and Federal Rules of Evidence for both the courtroom and the sworn deposition statement. Further, interpreters must be familiar with legal terminology and procedures related to Family Law, Civil Law, Probate Law, and Criminal Law and the Special Rules of Administrative Practice and Procedure Before Workers' Compensation Judges.
- b. Interpreters must show respect to the court and for the judicial and administrative process both in attire and in conduct. Interpreters may be requested to be removed from proceeding if the judge/agency determines interpreters are not meeting the requirements. In such case, there will be no payment for unprofessional services required.

- E. The awarded vendor will provide services commencing as each new treatment group is scheduled. Treatment groups utilizing VRI at the time of contract award will be permitted to complete the treatment group assignment.

## IV. **RESOURCES/AOPC LISTING**

In the event that interpretation is requested for Parole/Hearing or other legal proceedings, the awarded vendor will be required to provide levels of certified interpreters as requested by SCI Albion. Additionally, it is the responsibility of the Contractor to contact the certified interpreters on the listing and arrange availability of their services to fulfill the service requirements of SCI Albion. It is the responsibility of the awarded Contractor to make sure the master or certified interpreters are on the AOPC list.

Contractors may obtain a copy of the AOPC Interpreter Roster at:

<http://www.aopc.org/T/AOPC/CourtInterpreterProg/InterpreterRoster.htm>.

It is recommended that this list be viewed periodically as the roster is continually updated to maintain and fulfill Commonwealth needs and the Commonwealth expects the Contractors to keep its agreements with as many of the AOPC interpreters as possible.

## V. CANCELLATIONS/LATE ARRIVALS

- A. If the Commonwealth agency cancels a service with less than 24 hours' notice, the Contractor shall be reimbursed for one hour at the contractual rate of the requested language. The contractor shall submit an invoice for one hour and provide an explanation that the invoice is for a cancellation with less than 24 hours' notice per this section of the contract.
- If cancellation is less than 24 hours, the agency shall provide a telephone call, leaving a voice message if no one is available.
- B. If the awarded Contractor cancels a service with less than 24 hours' notice, SCI Albion reserves the right to assess a one hour fee at the contractual rate.
- Cancellation notification will be a telephone call to the scheduler listed on the request.
- C. If the Contractor's Interpreter is determined unavailable for an assignment after it was scheduled and the Contractor does not provide a replacement interpreter, the situation will be considered a cancellation and will be handled as above Section B. If a scheduled interpreter is not available and the Commonwealth must utilize another contractor's interpreter, the awarded Contractor will be responsible to reimburse the commonwealth for the difference in costs incurred.
- Interpreter replacement and Cancellation notification will be by telephone call to the scheduler listed on the request.
- D. Late Arrivals: It is the responsibility of the interpreter to provide notice to the agency scheduler if they are running late.
1. In the event an interpreter is late and the agency utilizes the interpreter, the agency will only be billed for the time of actual services provided. SCI Albion reserves the right to apply a late fee of \$50 for each late arrival of an interpreter. The late fee shall be reimbursed to SCI Albion. An agency is not required to use the interpreter if it is determined they cannot wait.
  2. Additionally, the agency at its discretion may contact another Contractor on contract for services. If a different contractor's interpreter is utilized, no payment will be paid to the initial contractor and the initial contractor will be responsible for reimbursing SCI Albion for the difference in cost incurred for the second contractor's interpreter, SCI Albion reserves the right to apply a late fee of \$50.
- E. Connection: If the session is unable to be connected; issues determined to be related to SCI Albion will result in one hour payment to the vendor. Whereas issues are determined to be related to the vendor, SCI Albion reserves the right to assess a one hour fee at the contractual rate

F. Reimbursements to Commonwealth

A check in the appropriate amount shall be made payable to SCI Albion submitted with a detailed report within 30 days of infraction to include, at a minimum, Agency, PO #, issue/description of incident, and the name of interpreter.

The reimbursement/credit due will be made within 45 days of infraction.

**VI. ACCOUNT MANAGEMENT:**

- A. The awarded Contractor shall maintain one point of contact for SCI Albion to call/e-mail. The name and contact information must be available to address scheduling issues, complaints, and any other issues that arise during business hours.
- B. In the event the awarded Contractor has a change of key contract staff, SCI Albion is to be notified immediately.

**VII. PERFORMANCE MEASUREMENTS:**

The Commonwealth has developed a set of minimum Service Level Agreements (SLA's), defined in Attachment E, which the awarded Contractor must meet in order to be in good standing on the contract.

SCI Albion shall be notified promptly should a dispute arise in a performance issue.

The SLA's will be reviewed to identify any issues requiring attention, and will be reviewed, during any meetings between the Commonwealth and the Contractor.

In the event SLA's are not being met, the following may occur:

- A. A discussion will take place between the awarded Contractor and SCI Albion. The Contractor will be given a written warning, and required to develop a corrective action plan submitted to SCI Albion within one week showing how they will improve on the problem area(s).
- B. If a second monthly review occurs with minimal or no improvement in the problem areas, the awarded Contractor will be placed on Probation and the awarded Contractor will be given an additional one (1) week to provide an optional plan of improvement on the problem area(s). The Contractor as well as SCI Albion must sign off on this improvement plan.
- C. If a third monthly review finds below-threshold scores with the same SLA's, the awarded Contractor will be entered into the Commonwealth's Contractor Responsibility Program file for poor contract performance and the contract or any part of the contract may be terminated by the Commonwealth at its discretion.

**VIII. ESTIMATED HOURS OF SERVICE:**

The estimated number of hours and sample schedule as noted below is for illustration purposes only. This illustration is in no way binding. Vendor must be available Monday through Friday 8:00 AM to 4:00 PM and for any other schedules/appointments as defined by the needs of SCI Albion.

Bids must be a flat hourly rate regardless of volume. Vendor is not guaranteed any service hours. Hours are based on the needs of the deaf and hard of hearing inmates.

This bid is for estimated quantities. Vendor agrees to provide additional units at the original contract unit rate. Quantities may be decreased in the best interest of SCI Albion.

Dates	Description	Qty	Unit
July 2019 To June 2020	Medical Video Remote Interpretation (VRI) Sign Language Services (Estimated Needs)	15	Hour
July 2019 To June 2020	Legal Video Remote Interpretation (VRI) Sign Language Services (Estimated Needs)	5	Hour
July 2019 To June 2020	Standard Individual/Group Counseling Video Remote Interpretation (VRI) Sign Language Services (Estimated Needs)	0-275	Hour

A. Groups:

1 session two times per week for approximately 1.5 hours per class per session

2 sessions two times per week for approximately 1.5 hours per class per session

Total of 275 hours for 12 months. (Estimate Only)

A total of four sessions per week and is subject to change.

The sessions may occur in the morning or the afternoon on any day of the week. The exact schedule is to be determined. A typical schedule is usually Tuesday/Thursday or Monday/Wednesday but may change to include Friday as one of the four days. The shift (AM or PM) is to be determined.

B. Individual Services-Regular/Medical/Legal:

Interpretation services necessary for appointment and other necessary situations. Services may be legal, medical or regular in nature as required by the inmate.

**IX: EQUIPMENT AVAILABILITY:**

Contractor is responsible for taking all necessary actions to obtain adequate software equipment and connection services.

Testing of equipment/connection will occur within one week of bid award. If the connection is unsuccessful and cannot be corrected within five working days, another vendor will be selected.

To communicate with PA-DOC videoconferencing equipment, vendors must use equipment compatible with H.323 (IP) or H.320 (ISDN) video conferencing standards. They must be able to receive IP calls as PA-DOC does not permit in-bound IP calls.

SCI Albion will not purchase or be obligated to purchase equipment or software to aid in VRI connections. Contractor must be able to connect with current SCI Albion equipment via the connection method mentioned above.

**X. PRICING:**

A. Contractors shall be paid for a minimum of one hour at the contractual rate of the requested language in the event the proceeding lasts less than 1 hour. Assignments greater than one hour will be paid by the quarter hour.

B. Pricing for Afterhours/Holidays will be calculated at 1.5 times the standard hourly rate. After-hours are considered 4 pm to 7:59 am. Only hours during this time period will be paid at the increased rate. To be added as separate line item on po at such time as needed.

**XI. METHOD OF AWARD:**

SCI Albion intends to select one bidder based upon best value. Rates, qualifications and suitability to facility needs and environment will be considered in best value determination.

**XII. ATTACHMENTS:**

This bid makes reference to the following attachments: Attachment A, Hourly Rate; Attachment B, Service Levels



**The following attachments must be submitted with your bid: Attachment A, Hourly Rate; Small Business Certification (if applicable); and a copy of your ODHH registration as described in Part II – Requirements, Section A.**

ATTACHMENT A

**Individual/Group Counseling Hourly Rate	**Medical Hourly Rate	**Legal/ Other Hourly Rate

**\*\*Please advise in the hourly rate above the certification level, Master, Certified or PA State Registered intended to provide for each type of service.**

**XIII. PAYMENT PROVISIONS:**

The contractor will be reimbursed for services provided to SCI Albion upon confirmed and approved invoice review by SCI Albion staff. Payment will be made upon completion of service and presentation of invoice. The original invoice must be mailed/emailed to:

A. The original invoice must be mailed to:

Commonwealth of Pennsylvania – PO Invoices  
 PO Box 69180  
 Harrisburg, PA 17106

Or

For the preferred Email Invoice option, visit [www.budget.pa.gov](http://www.budget.pa.gov)  
 Click Programs and select E-Invoicing.

B. Invoice to include the following information:

- Purchase Order Number
- SCI Albion Name
- Invoice Date
- Inmate Name or Group Name
- Date Service Provided
- Type of Service Provided/Description
- SRM Vendor Number
- Line Number of Purchase Order
- Interpreter Performing Service

**XIV. OPTION TO EXTEND:**

SCI Albion reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract

**ATTACHMENT B**

The Commonwealth has developed a set of minimum Service Level Agreements (SLA's), defined in the table below, which the awarded supplier will need to meet in order to be in good standing on the contract. All pricing submitted through the Cost Sheet will need to reflect these SLA's.

Performance Metric	Description	Calculation
Request for same interpreter	Measures the supplier's ability to provide the same interpreter at an agency request.	Number of times an agency requested a specific interpreter divided by the number of times actually provided.
No Show	Measures the appearance rate of the awarded supplier's interpreters for a proceeding.	Number of times an interpreter does not show up divided by the number of monthly proceedings.
Late Arrival	Measures the awarded supplier's punctuality rate.	Number of times an interpreter is late divided by the total number of monthly proceedings.
Interpreters provided when requested with appropriate skill set.	Measures how many times the supplier provides the level of skilled interpreters as requested by the agency. This is to include, but not be limited to: medical interpreter, legal interpreter, interpreters on the AOPC list.	Number of times the supplier provides the level of skilled interpreters as requested divided by the number of monthly proceedings a special skill is required.

