**ORDERING & PRICING INSTRUCTIONS**Statewide Contract 02819

Spoken Language Interpreter Services  
Over the Phone (OPI) and Video Remote (VRI)

**Contract Scope.** This Statewide Contract is for Spoken Language Interpreter Services for Over the Phone (OPI) and Video Remote (VRI) through on-demand and pre-scheduled options. Contractor shall provide on-demand and pre-scheduled over the phone interpreter (OPI) and video remote interpreter (VRI) services for spoken languages. Purchasers will request the services on an as-needed basis on-demand and scheduled. Contractor shall facilitate language identification prior to connecting Purchaser with interpreter. When Purchaser requests interpreter with topic specific expertise, Contractor must provide as available for the cost of the interpreter per the respective tier and the topic specific markup as identified in Exhibit A of the Statewide Contract. Once interpretation begins, the OPI or VRI call cannot be placed on hold or put into a queue.

* **Over The Phone Interpreter (OPI)** **Services.** Contractor shall provide services through a single toll-free number accessible through typical telephone connections, such as cell phones and landlines. Contractor shall seek clarification as necessary from Purchaser.
  + **On-Demand**: Contractor shall provide on-demand OPI services to Purchasers serving Limited English Proficiency individuals (clients) 24/7/365 without disruption for spoken languages. Contractor will receive OPI service requests from Purchasers through the Contractor-provided toll-free number. Contractor shall connect the Purchaser to an automated attendant or a customer service representative to route the call to language requested.
  + **Pre-Scheduled**. Contractor shall provide pre-scheduled OPI services. Purchasers shall place their pre-scheduled interpreter services through the Contractor provided Customer Service number. Contractor shall schedule pre-scheduled appointment requests within 48 hours of request. Contractor will provide written confirmation (email) to Purchaser of date, time, language, and number to dial for the pre-scheduled services. The number shall connect the Purchaser directly to the interpreter for the pre-scheduled service at the time of appointment. If appointment is requested with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule that appointment.
* **Video Remote Interpreter (VRI)** **Services.** Contractor shall seek clarification as necessary from Purchaser. Contractor shall provide the VRI services through a VRI application at no additional cost to Purchaser through a web portal on a computer, smart phone, or tablet. Contractor shall ensure the VRI application is browser neutral and compatible with the most common internet browsers and operating systems. Contractor must also ensure capability with older versions, preferably three (3) historical versions of the common internet browsers and operating systems.
  + **On-Demand**. Contractor shall make commercially reasonable effort to provide on-demand VRI services to Purchasers serving Limited English Proficiency individuals (clients) 24/7/365 without disruption for spoken languages. Contractor will receive VRI service requests from Purchasers through the Contractor VRI application.
  + **Pre-Scheduled**. Contractor shall provide pre-scheduled VRI services. Contractor shall schedule pre-scheduled VRI appointment requests within 48 hours of request. Purchasers shall place their pre-scheduled interpreter service requests through the Contractor provided Customer Service number or the VRI application or a designated email address. Contractor will provide written confirmation (email) to Purchaser of date, time, language, and application link or invite for the pre-scheduled services. The application link or invite shall connect the Purchaser directly to the interpreter for the pre-scheduled service at the time of appointment. If appointment request is with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule the appointment.

There are 5-line items of pricing included in this Statewide Contract. The line items 1-3 are OPI pricing designed to offer the lowest prices for the Purchaser. OPI pricing is divided into three Tiers; Tier 1 is Spanish, Tier 2 languages are the most frequently requested languages based on historical data, see Table 1. Most Frequently Requested Languages, and Tier 3 pricing is for all other languages. The 4th line item is the cost for VRI interpreting services for all languages. And the 5th line item is the cost for requesting interpreters for topic specific interpretation; this cost is added in addition to the base OPI or VRI pricing. Purchaser will pay for interpreting services by the minute. Contractor may always offer lower prices but never higher.

**Account Setup.** Call the Contractor to setup account. Purchasers have multiple options as to how to organize their account permissions and codes.

* OPI – Once a purchaser account is set up, purchaser may utilize the OPI services as they require.
* VRI – Once Purchaser account is set up, Purchaser will need to utilize their computer, tablet or phone to receive services. Contractors have been reviewed and approved for Category 1 and 2 level data, if Purchasers must conduct their own reviews to utilize this contract for Category 3 level and higher data exchange. For information on data category level see Washington State Office of Chief Information Officer (OCIO) Policy 141.10 – Securing Information Technology Assets Standards located at <https://ocio.wa.gov/policy/securing-information-technology-assets-standards>.
* Training – Contractor will provide training resources, at no cost, for how to use their services.
* Language Identification – Contractor provides, at no cost resources, for the Purchaser to use when identifying a client’s language.

**Contractor information**

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| **Contractor:** | **Lionbridge Global Sourcing Solutions, Inc.**  1050 Winter St STE 2300,  Waltham, MA, 02451 | |
| **PRICING:** | |  |  |  | | --- | --- | --- | |  | **Line Item** | **Cost Per Minute ($)** | | **Over the Phone Interpreter (OPI) Services** | | | | **1** | **OPI, Tier One (Spanish)** | $0.51 | | **2** | **OPI, Tier Two Languages** | $0.65 | | **3** | **OPI, Tier Three Languages** | $0.70 | | **Video Remote Interpreter (VRI) Services** | | | | **4** | **VRI, All Languages** | $1.79 | | **Other Services** | | | | **5** | **Topic Specific Expertise** | No Additional Fees | | |
| **Account Setup:** |  | |
| **Equipment:** | This contract does not require equipment. | |
| **Contractor’s Website:** | [Lionbridge.com](file:///\\des.wa.lcl\doc\CPRM\L-OSP\CONTRACTS\Contracts\2019\02819%20OPI%20VRI%20Interpreter%20Service\6-PrtlPge\CCI\lionbridge.com) | |
| **Contacts:** | **First** | **Second** |
| **Name/Title:** | John Drugan | Susan Grader |
| **Telephone:** | 978 964 9550 | 202 652 2004 |
| **Fax:** |  |  |
| **Email:** | John.Drugan@lionbridge.com | Susan.Gryder@Lionbridge.com |
| **Payment Terms:** | 1% discount for invoices paid between 10 and 29 days of receiving invoice, Net 30 |  |
| **Payment/Invoicing Addresses:** | **Billing Will Be From** | **Payment Sent To** |
|  |  | **PO Box 347579,**  **Pittsburgh, PA, 15251-4579** |

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| **Contractor:** | **Corporate Translation Services, Inc.**  **Dba CTS Languagelink**  911 Main Street, Suite 10  Vancouver, WA 98660 | |
| **PRICING:** | |  |  |  | | --- | --- | --- | |  | **Line Item** | **Cost Per Minute ($)** | | **Over the Phone Interpreter (OPI) Services** | | | | **1** | **OPI, Tier One (Spanish)** | $0.57 | | **2** | **OPI, Tier Two Languages** | $0.62 | | **3** | **OPI, Tier Three Languages** | $0.75 | | **Video Remote Interpreter (VRI) Services** | | | | **4** | **VRI, All Languages** | $0.92 | | **Other Services** | | | | **5** | **Topic Specific Expertise** | $0.19 | | |
| **Account Set up:** | Complete this document for account setup | |
| **Contractor’s Website:** | [www.ctslanguagelink.com](http://www.ctslanguagelink.com) | |
| **Contacts:** | **First** | **Second** |
| **Name/Title:** | Heather Harris | Sarah Gamble |
| **Telephone:** | 360-433-0449 | (360) 433-0441 |
| **Fax:** | 360-433-0449 | (360) 433-0441 |
| **Email:** | [sales@language.link](mailto:sales@language.link) | [sales@language.link](mailto:sales@language.link) |
| **Payment Terms:** | 1% discount for invoices paid between 10 and 29 days of receiving invoice, Net 30 |  |
| **Payment/Invoicing Addresses:** | **Billing Will Be From** | **Payment Sent To** |
|  | Corporate Translation Services, Inc. | Corporate Translation Services, Inc. |
|  | 911 Main St, Suite 10  Vancouver WA 98660 | 911 Main St, Suite 10  Vancouver WA 98660 |

**SERVICE REQUIREMENTS**

Table 1. Most Frequently Requested Languages

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| Tier | Languages |
| 1 | Spanish |
| 2 | Russian |
| Somali |
| Vietnamese |
| Arabic |
| Korean |
| Amharic |
| Mandarin |
| Farsi |
| Cantonese |
| Tigrinya |
| Punjabi |
| Ukrainian |
| Cambodian (Khmer) |
| 3 | All Other Languages |

**Business SERVICE Level agreements**

Contractor’s Key Performance Indicators (KPIs) are outlined below.

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| **#** | **KPI Requirement** | **Metric** |
| 1 | OPI Language Demand and Availability. Contractor shall ensure interpreter availability to meet Purchaser demand. | The Contractor must service the Tier 1 and Tier 2 languages listed in Exhibit A-3, Most Frequently Requested Languages, of this Competitive Solicitation at a ratio of 95% quarterly, and at a ratio of 90% for all requested languages. Contractor must consistently meet the language demand over two (2) consecutive quarters. To ensure Contractor meets the demand, Contractor shall conduct, at a minimum, quarterly analysis of interpreter demand for this Statewide Contract and actively work to fill any languages gaps that may exist. |
| 2 | OPI Call Volume. The Contractor shall actively monitor call volumes for peak times and surge times and ensure interpreters are available to meet the volume demand. | Contractor shall monitor and ensure they meet the call volume demand at a ratio of 95% over two (2) quarters. |
| 3 | OPI Call Connections. Contractor must meet answer the Purchaser on-demand incoming calls and begin interpreting quickly. | Contractor must meet the monthly average answer rate of at least 95% of all on-demand incoming calls within five (5) seconds. The call may be answered by an automated attendant but the Purchaser must be given an option, either by voice prompt or keypad selection, to speak with a live operator or a customer service representative. If the Purchaser requests to connect with a live operator or a customer service representative, the Purchaser shall be connected to the Customer Services Representative within ten (10) seconds of the Purchaser’s request. Upon identify the client’s language, the Purchaser must be connected to an interpreter within thirty (30) seconds at a rate of 95% or greater.  When the monthly average call ratio of Spanish to other languages drops below 80%, the percentage of calls that must meet the thirty (30) second response time will be adjusted as follows:   |  |  | | --- | --- | | Average Percentage (%) of Spanish | Connectivity Requirements | | <60% | 80% of all calls shall be responded to within 30 seconds after of identifying the client’s language | | 60%-70% | 85% of all calls shall be responded to within 30 seconds after of identifying the client’s language | | 70%-80% | 90% of all calls will be responded to within 30 seconds after of identifying the client’s language |   Performance Credits:  In the event Interpretation Services do not begin within 60 seconds of the client’s language being identified, the Purchaser shall not be charged for any interpretation Services provided the during the call.  In the event any interpretation Service request for the Tier 1 and Tier 2 languages results in a Purchaser being told “no interpreter is available,” the Contractor will be subject to a self-assessed performance credit equal to the cost of the Purchaser’s average interpreter call for the month in which the “no interpreter available” event occurs. The credits will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total by Purchaser. |
| 4 | OPI Dropped Calls: Contractor must use commercially reasonable efforts to complete each call with a single interpreter, unless otherwise requested by Purchaser. Should the call get dropped, the interpreter must be able to call the Purchaser back to complete the call. | Should the call get dropped, the interpreter must be able to call the Purchaser back to complete the call. Contractor shall track dropped calls, the dropped call average shall not reach 5% per quarter. |
| 5 | VRI Language Demand and Availability. Contractor must use commercially reasonable efforts to meet the languages requested by the Purchaser. | Contractor must service, consecutively over two (2) quarters, the languages listed and hours available as completed by the Contractor in Exhibit B-3 Contractor Availability of Languages at a rate of 95% quarterly and at a rate of 80% for all requested languages. To ensure availability, Contractor shall conduct, at a minimum, quarterly analysis of interpreter demand for this Statewide Contract and actively work to fill any languages gaps that may exist. |
| 6 | VRI Call Connections. Contractor must meet answer the Purchaser on-demand incoming calls and begin interpreting quickly. | Contractor must meet the monthly average answer rate of all video remote calls within thirty (30) seconds. The video remote call may be answered by an automated attendant or interactive screen but the Purchaser must be given an option, either by voice prompt, keypad or screen selection, to speak with a live operator or customer service representative. If the Purchaser requests to connect with a live operator or customer service representative, the Contractor shall connect the Purchaser within thirty (30) seconds of the Purchaser’s request. The Contractor must average at least 85% response rate for Interpreter Service annually. |
| 7 | Pre-Scheduled Interpreter Calls. Interpreters must take the scheduled OPI and VRI calls. | Interpreter must be available at the time of the scheduled both OPI and VRI calls, and interpreter must be available for the entire scheduled call. |
| 8 | Service Issues: Service issues are interpreter or interpretation related issues. | Contractor must provide a written response to Purchaser’s questions within two (2) business days of receiving a complaint. Contractor must provide full resolution within five (5) business of receiving complaint. If Contractor is not able to resolve issues in five (5) business days, Contractor shall submit a response on day five (5) with progress update and the plan to resolve the issue. The Contractor shall resolve issue in three (3) months to resolve; should it take more than three (3) months or less. |
| 9 | Technical Issues: Technical issues are issues related to the Contractor OPI phone line or VRI application or other related system that prevents business as usual for the Purchaser. | Phone line or video application or issues must be addressed in less than 24 hours. A formal written response of issues and resolution must be outlined and provided to the Purchaser and Enterprise Services within two (2) calendar days from initial contact. The Statewide Contractor shall provide full resolution in five (5) calendar days or less. |
| 10 | All Other Issues: All other issues are issues not related to service or technical issues. | Contractor must resolve or acknowledge receipt of issue in less than 24 hour. All issues must be resolved in three (3) months or less. Contractor must put forth commercially reasonable efforts to resolve issues marked as urgent, as quickly as possible. |

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| **Awarded contractor(s)** | **Statewide Contract** |
| **Lionbridge Global Sourcing Solutions, Inc.** |  |
| **Corporate Translation Services dba Language Link** |  |

**Interpreter Qualifications.** All Interpreters must be skilled to industry standards, expectations, and trends. Interpreters must have the proper certification based on the interpreting type of service. Below are the three main interpreter types of language access statewide contracts will require. These requirements are in alignment with *RCW 39.26.300*.

* **Spoken Language Interpreter:** Acceptable industry standards and expectations include the Washington State Department of Social and Health Services (DSHS) [Language Testing and Certification Program](https://www.dshs.wa.gov/office-of-the-secretary/language-testing-and-certification-program) (LTC) or Authorization, guidelines outlined by the American Translation Association (ATA) for Interpreters, the Certification Commission for Healthcare Interpreters, or the National Board for Certification of Medical Interpreters. Interpreters trained through accredited higher education institution (university or college) programs, which are widely accepted by industry experts, the interpreter community, and by Washington State Purchasers are also acceptable. DSHS LTC has partnered with three additional testing providers who's test will be accepted by DSHS LTC to certify medical interpreters starting August 1, 2022. Visit the [DSHS LTC testing](https://www.dshs.wa.gov/office-of-the-secretary/test-information) page for more information.

**Background.** The Washington State Department of Enterprise Services (DES) created the Language Access Program to help state agencies, higher education, local governments, and others subject to the Americans with Disabilities Act meet spoken, written and sign language access requirements. Our language access program supports purchasers in these organizations by offering easy-to-use contract solutions language access services.

* [Learn more about language access obligations for providers of health care and social services (hhs.gov)](https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html)
* [Learn more about Washington state's accessibility policy for data and information (ocio.wa.gov)](https://ocio.wa.gov/policy/accessibility)

Additionally, DES recognizes the importance of being able to communicate effectively with individuals, including those with Limited English Proficiency (LEP). DES leads state department's efforts, through procurement, to provide meaningful access for LEP individuals in its programs, activities, services, and operations. Many organizations serve communities in which English may not always be the primary spoken language. Limited English proficiency, or LEP, refers to people who do not speak English as their primary language and have a limited ability to read, speak, write, or understand English. If you need help with your organization's LEP efforts, check out our statewide contracts designed to help you offer a wider range of LEP services.

A LEP person is one who does not speak English as their primary language, and has a limited ability to read, speak, write, or understand English. An individual who reports speaking English less than “very well” is considered to be limited English proficient.

[Senate Bill 6245](https://app.leg.wa.gov/billsummary?BillNumber=6245&Year=2019) calls for change in how Washington State agencies procure interpreter services. It requires the DES to create a procurement model that can be used by all eligible purchasers\* by directly contracting through scheduling and coordinating entities or interpreters or both. The bill also calls for the OPI and VRI services to be provided through a single entity/vendor. Bill changes have to be in place by September 1, 2020\*\*. Codified in [RCW 39.26.300](https://app.leg.wa.gov/rcw/default.aspx?cite=39.26.300).

\*Note: DES is required to ensure that Statewide Contract’s resulting from this bill implementation, meets all purchaser requirements so that they are able to use the Statewide Contract’s. This includes requirements related to security, technology, privacy, and Collective Bargaining Agreements (CBA).

\*\*Note: DES determined that meeting the RCW deadlines is executing Statewide contracts by that date.

If you have any questions, please feel free to contact our Language Access Program Team. Email: [DESLanguageAccess@des.wa.gov](mailto:DESLanguageAccess@des.wa.gov).