

## 5. SECTION B - SCOPE OF SERVICES:

### 5.1 Background

Montgomery County, Maryland (the "County") is seeking proposals from qualified entities to provide Language Translation and Interpretation Services to the County. The County must have access to translation and interpretation services 24 hours a day, seven days a week. The contracts resulting from this Request for Proposals (RFP) will be used by several County Departments.

English is the predominant language in the United States. The United States is home to millions of national origin minority individuals who are limited English proficient (LEP). That is, they cannot speak, read, write, or understand the English language at a level that permits them to interact effectively with County government. The County is committed to removing language barriers to services for LEP persons. The County seeks to identify through this RFP, trained and competent providers on an as-needed basis to provide translation and interpretation services for all possible languages. While the County seeks to provide translation and interpretation services for all languages spoken in the County, the most common languages in need of translation and interpretation include, but are not limited to, Spanish, Chinese, Korean, French, Vietnamese, Amharic, Hindi, Arabic, Russian, Portuguese and Farsi.

### 5.2 Intent

The County intends to award up to three contracts resulting from this RFP for translation and interpretation services based on the specifications described and set forth in this RFP. The Offeror/s awarded contract as a result of this RFP, herein after referred to as "Contractor", will be contacted by the County for work assignments that best fit the immediate need of the County's using department's clients. Approximately \$800,000 was spent by all the County's using departments in fiscal year 2024 for these services. The County does not guarantee any minimum or maximum amount of funding to any Contractor.

#### A. Translation Services

Translation, for purposes of this RFP, is defined as the transferring of written words and concepts from one language to another without changing the meaning. Accurate translation requires fluency in both languages involved. Examples of documents to be translated include, but are not limited to, brochures, booklets, posters, application forms, letters, and legal or medical documents. Medical and court translations are specialized areas that require certification or experience in the respective fields. Translators are expected to produce accurate, complete, and readable translations accounting for cultural nuances and idioms. The County requires standard translation services, and formatting/design/layout services.

Standard translation includes an initial translation by a translator of the contractor who is proficient in the reading, writing, and speaking of both the source language and the target language, and a professional review by a second contracted translator (one who was not involved in the initial translation) for content, context, and general language application, as well as for errors in the target language. A final review by the County using department who is proficient in the reading, writing, and speaking of both the source language and the target language for continuity, tone, and overall accuracy will also be conducted. The Contractor must correct any errors or inaccuracies found by the County and submit revised materials as required. The County will not accept or approve invoices for payment until materials are approved. Standard translation is the minimum acceptable translation practice for the County.

The Contractor must build a glossary of preferred usages of terminologies for County using departments to provide the most efficient and effective translations.

The Contractor must have the capability to perform desktop publishing functions to provide layout and design work for translated materials upon County request.

#### B. Interpretation Services

Interpretation, for purposes of this RFP, is defined as the verbal rendition of spoken words from one language to another. The County requires face-to-face interpretation services. Face-to-face interpreting will include consecutive interpreting and simultaneous interpreting services. Interpretation services using video online platforms like Microsoft Teams, WebEx, or Zoom must be also available for County using departments, but not in replacement of face-to-face interpretation, only when specifically requested.

To ensure that the specific needs and requirements of the County's using departments are met, some services must be provided by certified or specialized interpreters or translators who are knowledgeable about industry specific terms such as medical, engineering and legal terms.

### 5.3 Scope of Work

#### A. Translation Services

1. The Contractor must provide translation services (from English, and to English) on an as-needed basis for County using departments. Translation services must be technically correct and culturally appropriate to including sensitivity to variations in idioms of different dialects and must be conducted in a timely manner as determined by the County based on the needs of the using department.
2. Translation services may be provided at the Contractor's worksite or in other locations that are mutually agreed upon by the County and the Contractor.
3. The Contractor must provide electronic copies of translated documents and/or drafts of documents to County using department representatives. Final review and approval of all documents will reside with the County using department's designated representative.
4. The Contractor must have the capacity to provide formatting, design, and layout services for translated materials when requested by County using departments.
5. All documents translated by the Contractor will become the sole property of the County.
6. The Contractor's staff must be available for consultation with County staff, between the hours of 8:00 A.M. and 5:00 P.M. (EST), Monday through Friday.

#### B. Interpretation Services

1. The Contractor must provide interpretation services (from English, and to English) on an as-needed basis for County using departments. Interpretation services must be technically correct and culturally appropriate, to include being sensitive to variations in idioms of different dialects and must be conducted in a timely manner.
2. The Contractor must provide face-to-face interpretation services based upon the needs of the County's using departments. Face-to-face interpreting services will include consecutive interpreting and simultaneous interpreting. Face-to-face interpreting services will be provided in

County facilities or in other locations for the purposes of home visits, outreach activities, or community meetings throughout the County.

3. The Contractor must provide simultaneous interpretation services into most languages for meetings, conferences, workshops and seminars, including corresponding transmitter equipment, as well as trained and experienced technicians to help set up the equipment.
4. The Contractor must have the ability to provide interpretations services using video online platforms like Microsoft Teams, WebEx, or Zoom for County using departments when specifically requested.
5. The Contractor must respond to requests for interpretation services within the timeframes described below:
  - (a) urgent services - within three (3) hours of request;
  - (b) expedited services - within 48-hour of request for the County's most commonly encountered languages (Spanish, Chinese, Korean, French, Vietnamese, Hindi, Amharic, Russian, Arabic, Portuguese and Farsi); and
  - (c) standard services - within 48-hour of request.
6. The Contractor's staff must be available for consultation with County staff on an as-needed basis, between the hours of 8:00 a.m. and 5:00 p.m. (EST), Monday through Friday.
7. The Contractor must provide an on-call phone number during evening hours, 5 p.m. through 9 p.m., Monday through Friday, so the County using departments can contact the Contractor to schedule for interpretation services during business hours in case of emergencies.
8. If Montgomery County Government is closed for inclement weather or other emergencies, the Contractor must not attend any scheduled meetings for that period, nor will the Contractor receive payment for that time. The County will contact the Contractor to reschedule canceled appointments.
9. The Contractor must comply with Department of Health and Human Services (DHHS) Background Clearance Policy requirements for staff as stated in the link listed below. All staff and volunteers having unsupervised contact with a vulnerable population, including children and/or the elderly, must be appropriately screened prior to providing services under this Contract. The Contractor must check the link for updates to the policy. The Background Check Policy is located here: <http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
10. The Contractor must comply and ensure that their translators and interpreters performing services for the County comply, with any and all federal, State and local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to providing the services under the contracts resulting from this RFP. All contracts resulting from this RFP will include the County's Business Associate Agreement regarding Protected Health Information as that term is defined in 45 C.F.R. §164.501 ("PHI"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder (65 Fed. Reg. 82462, et seq., December 20, 2000, as modified by 67 Fed. Reg. 53183, August 14, 2002 (the "Privacy Regulations")). Contractors awarded contracts under this RFP will be required to sign the County's standard Business Associate Agreement (Attachment D).
11. The Contractor must comply with the U.S. Department of Health and Human Services Office of Minority Health National Standards for Culturally and Linguistically Appropriate Services (CLAS), which can be found at <https://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>.

#### 5.4 Contractor Minimum Qualifications

- A. The Contractor must have three (3) years' experience, within the last five (5) years, providing the services requested in this RFP.
- B. The Contractor may, with County's approval, contract for services from individuals outside of its hired staff, to serve as consultants and/or subcontractors, if the individual(s) have relevant experience and certification to provide interpretation and translation services.
- C. The Contractor's translators and interpreters must be accredited or certified by the following reputable industry organization:
  - 1) Fédération Internationale des Traducteurs
  - 2) American Translators Association
  - 3) Institute of Translations and Interpreting
  - 4) United States National Association of Judiciary Interpreters and Translators
  - 5) Area Health Education Center
  - 6) National Council on Interpreting in Health Care, Inc.

The Contractor may request County's approval to use translators/interpreters who possess a Translator/Interpreter Certificate and/or sufficient education and relevant experience, but who are not accredited or certified by an organization listed above. The County reserves the right to approve such requests on a case-by-case basis. The County may request additional information from the Contractor related to such a request.

- D. The Contractor's translators and interpreters must possess the level of experience and knowledge required to satisfy the translation and interpreting needs of the County using departments by demonstrating:
  - 1) mastery of the target language equivalent to that of a native speaker;
  - 2) up-to-date knowledge of the given subject matter and terminology in both languages;
  - 3) access to information resources and reference materials;
  - 4) knowledge of the tools of the profession; and
  - 5) professional and ethical standards.

#### 5.5 Performance Measures

- A. The Contractor must participate in annual data collection activities and monthly reporting on performance outcomes for research and program evaluation purposes as required by any funding source and consistent with customer confidentiality as regulated by all relevant federal, State, and local laws, regulations, policies, and procedures.
- B. The County reserves the right to collect feedback from Both County staff and clients regarding the performance of translators and interpreters under this Contract. Both County staff and clients will have opportunities to critique and rate individual performance under this Contract. The County reserves the right to perform audits of individual performance of translators and interpreters without prior notice to the Contractor and reserves the right to initiate and monitor interpreted sessions during the Contract term to assess the level of interpretation accuracy and customer service provided by the Contractor.

- C. Customer Satisfaction - The Contractor must work with the using department in the development and implementation of a mechanism to allow measurement of progress toward the County's customer satisfaction goal of a minimum 80% of users "Very Satisfied" with the service. A sample department customer satisfaction survey is attached as an example of a survey tool to be considered for use (Attachment G). Contractor must conduct the survey to clients in the first two weeks in April. The Contractor's interpreter must hand out the survey to the client during assignment and collect the survey at the end of the assignment. The compilation of the survey results must be submitted to the DHHS as part of a year-end annual report.

## 5.6 Reports /Deliverables

- A. The Contractor must maintain all records in compliance with federal and State regulations. The Contractor must submit monthly statistical reports with its monthly invoice, and an annual tabulated report with its last invoice for the year or contract term whichever is applicable, in a sortable Excel format, each year the contract is in effect, to each County using department for whom the Contractor provided services during the year. The reports must capture the following data points:
1. Type of service provided
  2. Language
  3. Cost
  4. Using department
  5. Using program (within the department)
  6. Date of service
  7. Duration of services
  8. Provider (interpreter/translator) identification
- B. The Contractor must invoice each County's using department separately, for services provided to respective departments. Invoices for all users of the Contract must meet County requirements. The Contractor must send each using department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
1. Name of Contractor
  2. Name of unique identifier of interpreter, translator, or other individual providing services
  3. Name of County employee requesting service
  4. Purchase order number specific to County using department requesting service
  5. Name of County using department requesting service
  6. County client identification number, if available
  7. Date and time of service
  8. Length or duration of translation or interpretation service
  9. Location of service (remote, on-site, etc.)
  10. Type of service (interpretation or translation) and specific language
  11. Itemized cost for each service

## 6. SECTION C - PERFORMANCE PERIOD -

### 6.1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement and ends on the County's end of first Fiscal Year. The County's Fiscal Year runs from July 1<sup>st</sup> through June 30<sup>th</sup>. Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option