**Performance Work Statement**

**American Sign Language and Foreign Language Interpreter Service**

***\*Note that this sample has been revised from the source document on the Government Point of Entry as necessary to align formatting and applicable FAR procedures.\****

**1. General Scope of Work**

a. Contractor on an as needed basis shall furnish all personnel, equipment, transportation, supervision and supplies to provide American Sign Language (ASL), Foreign Language Interpreter (FLI) and Foreign Language Document Translation (FLDT) service for the Michael E. DeBakey Veteran Affairs Medical Center (MEDVAMC). Interpreter and translation services shall be in compliance with the Americans with Disabilities Act (ADA) and Rehabilitation Act.

b. The Contracting Officer Representative (COR), the Equal Employment Opportunity Program Manager (EEOPM), and the EEO Disability Program Point of Contact (POC) are the main contacts and deciding authorities for all ASL, FLDT and FLI assignments. The COR and contractor will communicate on all assignment(s) as needed. If the COR is unavailable or out of the office, the contractor shall contact the EEOPM office staff of any business pertaining to sign language assignments.

c. The Government is not interested in video remote interpreting for ASL; the Government is requiring contractors to provide onsite ASL interpreting only on an as-needed basis for meetings, administrative hearings, medical appointments, training and other events to interpret.

d. The frequency of services is estimated an average of twenty hours per month with a possible increase for fifteen hours non-scheduled training sessions, town hall meetings or employee one- on-ones with supervisors and/or union representatives. MEDVAMC provides annually an estimated one hundred ASL and an estimated ninety-five Foreign Language services that vary from one to eight hours. Foreign language interpretation and document translation include, but are not limited to: Vietnamese, Spanish, Arabic, Mandarin, Thai, Chinese, Korean, Tagalon

**2. Definition/ Acronym.**

a. MEDVAMC: Michael E. DeBakey VA Medical Center

b. American Sign Language (ASL) is a visual language. With signing, the brain processes linguistic information through the eyes. The shape, placement, and movement of the hands, as well as facial expressions and body movements, all play important parts in conveying information.

c. Foreign Language (FL) is a language originally from another country than the speaker.

d. Interpreter(s): ASL – one who translates between a spoken and a signed language. FL - one who translates orally for parties conversing in different languages

e. COR: Contracting Officer Representative

f. CDR: Contract Deficiency report

g. Regular request: Services provided with more than one full business day notice.

h. Late Notice: Services provided with less than one full business day notice.

i. Telephonic service: For Foreign Language Interpreter only after receipt from contractor for in person services not available.

j. Cancellations: Any cancellation made with at least one full business day advance notice. Cancellations billed with less than one full business day notice will be billed for the full amount.

k. Foreign Language Document Translation (FLDT): Translate written document (words or text) in another language.

**3. Performance Locations:** The MEDVAMC is defined by the following locations and future community-based outpatient clinics (CBOC):

a. Michael E. DeBakey VA Medical Center (MEDVAMC)

2002 Holcombe Boulevard Houston, Texas 77030

b. Texas City Outpatient Clinic (TCOPC) 9300 Emmett Lowery Expressway Texas City, Texas 77951

c. Galveston Outpatient Clinic 3828 Avenue N Galveston, Texas 77550

d. Richmond Outpatient Clinic 22001 Southwest Freeway Richmond, Texas 77469

e. Lufkin Outpatient Clinic (LOPC) 2206 N. John Reddit Drive Lufkin, Texas 75904

f. Beaumont Outpatient Clinic (BOPC) 3420 Veteran Circle Beaumont, Texas 77707

g. Conroe Outpatient Clinic 800 Riverwood Ste. 100 Conroe, Texas 77304

h. Lake Jackson Outpatient Clinic 208 Oak Drive South Lake Jackson, Texas 77566

i. Katy VA Outpatient Clinic 750 Westgreen Boulevard Katy, Texas 77450

j. Tomball Outpatient Clinic (TBOPC), 1200 W Main Street Tomball, TX 77375

**4. Hours of Coverage:**

a. Monday through Friday between the hours of 07:30-5:00pm. However, services can be required any time during a 24-hour day to allow access to patients and employees during all shifts.

b. Federal Holidays observed by the MEDVAMC are:

New Years' Day Martin Luther King Day Presidents' Day Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day Christmas Day

In addition to the days designated as holidays, the Government observes the following days: Any other day designated by Federal Statute Any other day designated by Executive Order Any other day designated by the President’s Proclamation

When one of the above designated Federal holidays falls on a Sunday, the following Monday will be observed as a Federal holiday. When a Federal holiday falls on a Saturday, the preceding Friday is observed as a Federal holiday by U.S. Government agencies.

**5. Contractor Personnel:** Contractor personnel shall not be considered a VA employee for any purpose and shall be considered employees of the contractor.

**6. Contract Type:** Firm Fixed Price

**7. Invoice/Payment:**

a. Payment for services rendered by the Contractor under the terms of this contract will be made upon receipt of a properly executed invoice. Invoice to be submitted within ten (10) workdays following completion of the Contractors rendered services. VA will verify services performed and certify invoice for payment within thirty (30) days following date of receipt. Any identified discrepancy(s) in billings shall be cause for extending provisions of this paragraph until such time as the discrepancy or other identified problem with the billing invoice has been resolved.

b. Invoices shall be paid in arrears on a monthly basis and submitted electronically. Invoices shall be prepared and submitted in accordance with FAR 52.212-4(g). Invoices, SHALL INCLUDE, at a minimum, the following information: Contract No., Purchase Order No., services render per contract line item.

**8. Qualifications:**

a. Sign language interpreter(s): proficiently interprets oral communications in American Sign Language (ASL), Sign English (SE), Pidgin Sign English (PSE) in medical and civil court settings and has the ability to handle the nature of the assignment(s) as stipulated in the NAD- RID Code of Professional Conduct (CPC). Accepted levels for sign language interpreters are: National Certification through National Association of the Deaf (NAD) - Registry of Interpreters for the Deaf (RID)

b. Foreign Language Interpreter: proficiently interpret languages of foreign and domestic regions where the United States has military components.

c. Personnel assigned by the Contractor to perform the services covered by this contract shall be currently certified as an ASL, FLDT and FLI Interpreter, with HIPAA expertise and have a minimum of three years of experience handling interpreter assignments at federal agencies and medical facilities.

d. Each interpreter will have a minimum of three years’ experience as RID certified ASL interpreter

e. The Contractor shall be responsible for obtaining all necessary licenses and for complying with all applicable Federal, State, and local laws. The Contractor shall maintain updated copies of any applicable licenses and certifications for all Contractor interpreting employees and make available licenses and certification available to Government upon request.

9. **Business Protocol:**

a. The contractor shall fulfill the general service of providing FLDT, ASL and FLI interpreter(s) in the most expeditious manner. The contractor shall provide to the COR with email address(es) and a 24 hour on-call number(s), for immediate access to the contractor

b. A call order is a request for services and contractor shall determine within one (1) hour of the request for services, whether or not an interpreter can fulfill the request for assignment. Request is considered accepted when the contractor provides written acknowledgement to the COR. If contractor determination is not received, the Department of Veterans Affairs reserves the right to obtain the service from another source and to charge the Contractor with any excess cost which may result therefrom. The Department of Veterans Affairs will be the sole judge in determining when to order service from another source.

c. Contractor shall be able to provide an American Sign Language (ASL) or Foreign Language interpreter to the requested location within a two (2) hour notice. If an interpreter is not available for **Foreign Language services** and it cannot be provided in person, a Foreign Language interpreter may provide services telephonically. The interpreter shall make telephone contact to the presiding official at least fifteen (15) minutes prior to the start time.

d. Upon arrival, the contractor's employee(s) shall check in with the identified point of contact on the service request. The contract employee(s) shall also notify the identified point of contact prior to their departure. Monitoring of contractor's employee's time shall be demonstrated by record assignment logs. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

e. The contractor shall include in their response the name(s) of the ASL or FLI (s) who will satisfy the call order 48 hours or more of the assignment.

f. The contractor shall provide proof of qualifications that are current and up to date for each FLD Translator, ASL or FLI to the COR prior to assigning them a call order for required services.

This will be required for all interpreters and translators at the start of performance, and any new interpreters or document translators who are utilized throughout performance. The government will accept legible electronic copies of certifications.

g. The contractor shall ensure that all sign language interpreters adhere to the NAD-RID Code of Professional Conduct for all accepted assignments. Any sign language interpreter(s), whose professional conduct is questionable, warrants an immediate review at the discretion of the Contracting Officer, the COR, the EEO Office Manager, and the EEO Disability Program POC. As warranted, on a case by case basis, the contractor employee may be required to execute a Non- disclosure agreement.

h. The sign language interpreter(s) shall be well groomed and dressed in an appropriate manner with an emphasis on casual business attire.

i. The contractor, the document translator or the interpreter(s) shall not discuss personal business; distribute personal business cards or promotion of personal “cause” while on assignment in order to develop clientele from assignment(s) originating from the Federal Government.

j. The Contractor agrees that the assigned interpreter shall perform all work in a business-like manner and according to the best standards of the interpreter profession; and the Contractor, at all times, shall provide promptly at the time, date, and place designated, as many competent interpreters as necessary and maintain such staff at such times as may be necessary for the prompt satisfactory interpreter service conforms to the requirements of this contract.

**10. Assignment(s) Overview:**

a. The contractor shall provide sign language interpreter(s) for an assignment as issued by a call order for assignments scheduled between 7:30 a.m. and 5:00 p.m., Monday through Friday except for federal holidays as listed in Section four of the PWS.

b. The COR will issue call orders for assignments by email or telephone to email addresses or telephone numbers provided by the contractor. There may be multiple assignments included in a call order. When a call order is issued by telephone the government will follow up with an email to the contractor delineating a complete reference of all pertinent facts contained in the telephone call order.

c. Paid time begins from the start of the assignment(s) or when the interpreter(s) arrives on-site, (whichever is later). Paid time ends when the assignment(s) is completed or at the end of the two hour minimum.

d. A two hour minimum is paid at the agreed upon rate for all call orders.

e. The government will provide an escort from the designated entrance to the assignment.

f. Interpreter(s) shall report to the authorized government point of contact at each assignment(s) for any situational information and should remain at the assignment(s) for the indicated time. This includes all assignment(s) regardless of length.

g. On occasion the government may issue a call order for same day assignment(s) that is requested on short notice. When a call order is issued with less than a three hour notice, the contractor shall accept the assignment(s) provided that the sign language interpreter(s) dispatched to satisfy the call order arrives on or before the requested time.

**11. Punctuality:** Interpreter(s) shall arrive no later than15 minutes before the actual time of the assignment. Tardiness or missed assignments shall not be tolerated except for true emergencies. The contractor shall notify the COR if this occurs. If the interpreter(s) arrives 10 or more minutes late for an assignment, the COR shall determine if services are still needed. If it is determined that services are needed, the government may take a deduction from the agreed upon rate commensurate of when the interpreter(s) arrived to the servicing site in 15 minute increments. If it is determined that service is no longer needed, this will be recorded as a missed call order and the contractor shall not charge for service to the missed order

The government retains the right to not accept a particular interpreter for future assignments who is habitually late or misses assignments.

**12**. **Cancellations:**

a. On occasion the government may deem it necessary to cancel a call order accepted by the contractor. If the government cancels a call order and it is less than 24 hours prior to the agreed start time, the contractor may invoice for the two hour minimum of labor charges stipulated in the contract fee schedule. The contractor may invoice for the mileage if the government cancels after the sign language interpreter(s) arrived at or was enroute to the designated site. If the interpreter is scheduled for services for more than two hours and the assignment ends early, the Government will pay for the remaining hours of the agreed upon time

b. If a call order ends early, and there is another assignment in which the interpreter can be used during that 2 hour minimum, the interpreter shall work the additional assignment.

c. For call orders more than one day: On the days interpreting services are rendered, the interpreter will be paid the one full day even if the assignment ends early. If cancellation for any of the other day(s) is less than 24 hours, the contractor may invoice for the two hour minimum of labor charges for the next day. If cancellations are made for any day(s) after the next consecutive day, the 24 hour policy will remain in effect and those days will not be paid

d. If an interpreter(s) should cancel, the contractor shall assume responsibility for notifying COR within a 24 hour time frame and provide a substitute interpreter(s). If no interpreter(s) is available, the contractor shall inform COR.

**13. No Escort or Employee(s) Who Fail to Appear for Assignment(s**): If the Government employee(s) fails to appear at the assignment or to escort the interpreter to the assignment, the interpreter(s) shall remain on-site at least one half hour from the start time of the assignment(s) or until notified to leave the site by an authorized government point of contact aware of the situation or the COR (whichever is shorter). The contractor may invoice for the two hour minimum of labor as listed in the price schedule.

**14. Multiple Assignments on the Same Day:** The two hour minimum applies if there are multiple assignments that are concurrent to each other and less than two hours total. There is no separate billing when one or more assignments are scheduled together within the two hour minimum time frame using the same sign language interpreter(s) on the same day. Interpreter(s) shall be available for earlier or later time slots to complete the accepted assignment(s). The contractor may invoice for the total hours on-site from the originally scheduled assignment time until completion of the requirement.

**15. On-Site Modifications:** If the assignment(s) goes over the specified time, the contractor shall notify the COR of the situation. The contractor shall then invoice the government for the total time worked, including the two hour minimum of the initial assignment, and in 15 minute increments after the two hour minimum.

If the authorized government point of contact dismisses the interpreter(s) prior to the time originally specified on the call order, the contractor or interpreter(s) shall contact the COR to inform them of the situation. The contractor may invoice for the two hour minimum rate plus mileage.

**16. Team Interpreting (assignments over two hours in length):** Whenever there is an assignment(s) of constant interpreting and processing of large quantities of information for two hours or more in length, the COR shall make arrangements with the contractor to send one interpreter to work with a MEDVAMC staff interpreter or a team of two sign language interpreters, to rotate approximately every half hour during the assigned time. If the contractor provides the two requested interpreters, the contractor shall invoice for each interpreter the two hour minimum and for time beyond the two hour minimum in 15 minute increments plus mileage for both interpreters.

**17. Safety:** The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

**18. Contract Deficiency Report (CDR):** When the Contractor does not achieve satisfactory performance, the COR will notify the Contracting Officer by forwarding the Contract Deficiency Report to the Contracting Officer who will review be COR issue this report to the Contractor. Within 2 days after receiving this report from the COR, the Contractor shall provide a thorough response to the CO and COR for the reported discrepancies by completing the appropriate sections of this report designated to be filled by the Contractor. Contractor shall immediately correct substantiated discrepancies to the satisfaction of the COR and COR. Contractor is expected to, at a minimum, keep up with the performance standards set forth in this contract and is strongly encouraged to exceed these standards. Repeated failures to achieve the performance standards set forth will be the cause for the Contracting Officer’s issuance of Cure Notices which may lead to termination of this contract for default.

**19. Modification to Contract:** After the contract has been in force for a period of time, it may be necessary to change and/or modify the contract. No government personnel other than the Contracting Officer can execute contract modifications on behalf of the government.

**20. Performance parameter/Grading Scale /Method of Surveillance:** The performance parameter chart (PPC) below lists the contract’s primary service requirements, the associated performance standards, the acceptable quality levels (AQL), and the methods of government surveillance. While there are several contract requirements not listed in the chart below, failure to list a requirement in the PPC does not negate the Contractor’s obligation to perform all contract requirements. Additionally, the VA reserves

all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement is unacceptable, whether or not listed below.

- Scheduling Interpretation Services for each event from Contractor - Interpreters are scheduled and perform at 99% of the required events - Pass/Fail - COR review/verification; inspections; COR visual inspections; monitoring; record keeping

- Qualified Contractor Interpreter employee are performing sign language interpretation services

- The Contractor shall provide qualified staffing to operate and manage the Interpretation Services at Michael E. DeBakey VA Medical Center (MEDVAMC) and CBOCs. - Pass/Fail - The COR attend random interpreting sessions for inspection of interpreters during interpreting sessions while reviewing contractor Interpreting qualification documentation. - The Contractor Interpreter employee shall attend scheduled and unscheduled meetings to furnish input concerning the operation and management of the interpretation program.

- The Contractor shall attend regularly scheduled meetings and other meetings determined necessary by the COR. - Pass/Fail - The COR will monitor meeting attendance. - Provide accurate and current interpretation tailored to the individual needs of the employee and to agency requirements. - Receive no more than 1 valid complaint about service during a month. - Pass/Fail - Employee feedback - The Contractor shall provide all documentation properly formatted, accurate and submitted by due date. - 97% reports completed accurately and on time; 1 day grace period - Pass/Fail - 100% inspections

**21. Monthly Status Report:** The Contractor shall submit a monthly status report to the COR no later than the COB on the last work day of each month. The monthly status report shall identify an accurate record of all events that requested sign language interpretation and foreign language services completed for month, name of Interpreter(s), location of completed service, the number of interpreters required, and the length of service time. This monthly status report shall also include the amount of administrative time utilized for the scheduling of services and the hours associated with the training program, as well as any progress issues, concerns, etc. for all work performed in the month.

**22. QUALITY CONTROL PLAN (QCP)**

a. The Contractor’s quality system shall demonstrate its prevention-based outlook by meeting the objectives stated in the PWS throughout all areas of performance (e.g., all functional areas and all performance standards). The QCP shall be developed to specify the Contractor’s responsibility for management and quality control actions to meet the terms of the contract. Within 24 hours of completion, the Contractor shall provide to the COR, all reports generated as a result of the Contractor’s quality control efforts. This shall include any summary information used to track quality control, including any charts/graphs.

b. The Contractor’s QCP shall be incorporated into and become part of this purchase order after the plan has been accepted by the Government. Changes made after CO or designee approval shall be submitted in writing to the CO or designee for review and acceptance. The Contractor’s QCP shall be maintained throughout the life of the purchase order and shall include the Contractor’s procedures to routinely evaluate the effectiveness of the plan to ensure the Contractor is meeting the performance standards and requirements of the contract.