

PERFORMANCE WORK STATEMENT/STATEMENT OF WORK VA NORTHERN CALIFORNIA HEALTH CARE SYSTEMS (VANCHCS)

LANGUAGE SERVICES

1.0 GENERAL INFORMATION

The Contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents. The Contractor shall commence all operations required by the contract as of the first day of the contract period. The Contractor shall furnish all management, labor, supervision, equipment, materials, and transportation to **Language Services** for the various treatment facilities located throughout Northern California per Section 1.8, Areas of Coverage.

1.1 Regulations: The Contractor's efforts shall provide the service to meet the requirements for high quality patient care: sensitivity to proper scheduling to meet medical and patient needs, sanitation for infection control purposes, compliance with appropriate Joint Commission standards, FED OSHA regulations, and Patient Privacy requirements.

1.3 Disclaimer: Notwithstanding any historic data furnished by or for the medical facilities, it is the Contractor's responsibility to furnish the necessary quantities of manpower, supplies, and equipment to provide satisfactory service at the medical facilities. The frequency and consistency of this service can fluctuate depending on the necessity of the overall requirement. Additional Areas of Coverage within the Veterans Affairs Northern California Health Care System (VANCHCS) may be requested.

1.4 Type of Contract: This contract will be awarded on the terms of a firm-fixed price contract in accordance with FAR 16.202. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances. This Contract will also fall in accordance with FAR 8.4, Federal Supply Schedules, in that the **GSA Schedule 738 II (LANGUAGE SERVICES) is required and the following three SINS must apply: 382 1 (TRANSLATION SERVICES) , 382 2 (INTERPRETATION**

SERVICES), and 382 5 (SERVICES FOR THE VISUAL AND HEARING IMPAIRED).

1.5 Evaluation Criteria: Best Value

1.6 Period of Performance: This contract will be awarded on the terms of a one (1) Base Year and four (4) 1-year Option Years.

Base Term: December 1, 2019— November 30, 2020

Option Yr. 1: December 1, 2020 —November 30, 2021

Option Yr. 2: December 1, 2021— November 30, 2022

Option Yr. 3: December 1, 2022— November 30, 2023

Option Yr. 4: December 1, 2023— November 30, 2024

1.7 Schedule: The VANCHCS normal business hours typically operate between 7:00 AM to 5:00 PM, Monday through Friday, except Federal Holidays. The services may be requested within normal business hours. Some requests may take place after normal business hours of operation for flexible arrangements to accommodate the various locations, the Contractor shall be available 24/7 for interpretation with 48hrs advance notice, at no additional cost. All scheduling will be coordinated accordingly between the COR and the Designated Facility POC. The Contractor may coordinate directly with the facility with prior COR approval. No additional cost or time under contract will be considered for direct coordination.

1.7.1 Federal Holidays: National holidays observed by the Federal Government are

New Year's Day January 1

Martin Luther King Day Third Monday in January

Presidents' Day Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans' Day November 11

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25

1.8 Areas of Coverage: The services to be accomplished for various hospitals, medical centers, clinics, nursing facilities, vet centers, and other treatment facilities throughout the Department of Veterans Affairs, Northern California Health Care Systems (VANCHCS). *Please refer to Section 1.3 "Disclaimer" for additional information pertaining to the areas of coverage for services.* The areas of service and will include, but may not be limited to the various cities throughout the Veterans Affairs Northern California Health Care System (VANCHCS):

- **Chico, CA**
- **Martinez, CA**
- **Sacramento, CA**
- **Mather, CA**
- **McClellan, CA**
- **Oakland, CA**
- **Redding, CA**
- **Fairfield, CA**
- **Travis AFB, CA**
- **Yuba City, CA**
- **Vallejo/Mare Island, CA**
- **Yreka, CA**
- **Eureka, CA**

1.9 Payment and Invoices: All payments for services performed will be invoiced through DFAS, Austin, Texas, as stated in the SF1449. Payments will be made in arrears of the specified billing period after receipt of a properly prepared invoice provided all required work has been performed in accordance with contract and this Statement of Work. All travel expenses will be the responsibility of the contactor and should be included in the estimated cost price. This should include any travel/per diem expenses. Each invoice shall include the total hours of service billed for the specific invoice, in addition to total hours expended to date under all previous invoices.

Government Furnished Equipment (GFE) will NOT be provided and no government computer access will be provided or is required.

1.9.1 Vendor Electronic Invoice Submission Methods: Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests.

Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

- a) VA's Electronic Invoice Presentment and Payment System — The FSC uses a third-party contractor, 01310, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://oblacorniusieniveterans-affairs-us/> to begin submitting electronic invoices, free of charge.
- b) A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).

The X12 EDI Web site (<http://www.x12.org>).

1.9.2 Vendor e-Invoice Set-Up Information: Please contact 0810 at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or 01310, please contact the FSC at the phone number or email address listed below:

- 01310 e-Invoice Setup Information: 1-877-489-6135
- 01310 e-Invoice email: VP,RegistrationPobla.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshdeva.gov

2.0 SCOPE OF WORK

2.1 Description: Contractor is to provide all labor, material, and equipment to perform Sign Language Interpretation and Language Translation and Interpretation to VA employees and patients. The services will be provided on an "as-needed" basis, not to exceed 8 approved hours as outlined under proposal. The Contractor shall provide a single interpreter to fulfill the scheduled need for the coordinated time. Scheduling of interpreters must be coordinated so the interpreter may take their break and meal times without disruption of the scheduled interpreter service. No additional interpreter per scheduled session will be approved without prior COR approval. Interpretation via electronic visual and audible means may be considered with prior COR approval at a reduced rate not including travel time and travel expense.

2.1.2 Sign Language Interpreters: facilitate communication between people who are deaf or hard of hearing and people who can hear. Sign language interpreters must be fluent in English and in American Sign Language (ASL), which combines signing, finger spelling, and specific body language. May be required to specialize

in other forms of interpreting for people who are deaf or hard of hearing. All sign language services must be done in person. Most services will be provided to employees for meetings, training sessions, conferences, etc. that can last anywhere from 1 hour to 4 hours in duration. The approximate time frame will be noted within the coordinated schedules. Other related healthcare services for patients and beneficiaries for sign language interpretations may be required that are not identified within this statement of work.

2.1.3(a) Language Interpretation: Convert information from one spoken language into another. The goal of an interpreter is to have people hear the interpretation as if it were the original. Interpreters must usually be fluent speakers or of both languages, because they communicate back and forth among the people who do not share a common language. In most cases, consecutive interpretation will be used.

2.1.3(b) Language Translation: Convert written materials from one language into another language. The goal of the translator is to have people read the translation as if it were the original. The

translator must be able to write sentences that maintain or duplicate the structure and style of the original meaning while keeping the ideas and facts of the original meaning accurate. The translators must properly transmit any cultural references, including slang, and other expressions that do not translate literally.

2.1.3(c) Specifications: The specifications of the interpretation and translation needs will be as followed: The audience and purpose will include mostly doctors, nurses, social workers, benefits/claims specialist, and other medical staff during patient consultations, appointments, or discharge instructions being communicated to family members who do not speak English. Other related healthcare services may require written translations and oral interpretations that are not identified within this statement of work. Method of language conversion may be done by phone or by electronic means of computer-assisted translation (CAT) or automated tools. For phone or any other electronic means, please provide detailed information of the system(s) in use, which has to be approved prior to contract award. Detailed monthly electronic statements will need to be provided for any identification number(s) or electronic system(s).

Please see FAR 52.212-1 Instructions to Offerors — Commercial Items, for instructions on submitting a Price Proposal. All price proposals will need to include a cost break down in alignment with the Microsoft Excel Spreadsheet

attached. The cost break down will need to specify rather or not there are any set-up fees and if those fees may be waived, if there are Peak and Non-Peak associated rates, and if there is a volume surge and at what percentage.

2.2 Scheduling: Most Sign Language services will be scheduled one month to 48 hours in advance. Language Interpretation and Translation scheduling may vary based on the type of language conversion required. These services shall be available as needed 24/7 to include weekends and holidays. The contractor will be notified of all cancellations 24 — 48 hours in advance, prior to the scheduled service. The contractor will need to identify an alternative plan or means to answering emergency requests within a timely manner.

2.3 Requirement Frequency: *Please refer to Section 1.3 "Disclaimer" for additional information pertaining to the approximate number of hours required for services. The total number of hours and/or words requested **has been estimated** for the purposes of this requirement here within the SOW and the Cost Break Down. The estimated usage per Service and Category/Group could change based on the required needs of the Requesting Activity. Any increased fluctuations will be addressed as needed and could result in a contract modification.*

2.3.1 Sign Language Interpreters: An estimated average of 20 - 25 hours per month or 260 hours per year.

2.3.2 Language Interpretation: An estimated average of 10 — 15 hours per month 150 hours per year.

2.3.2 Language Translation: An estimated average of 20,000 words per month or 250,000 words per year.

3.0 EDUCATION, EXPERIENCE, AND CERTIFICATION REQUIREMENTS

3.1 Sign Language Interpreters: must provide proof of the American Sign Language (ASL) Certification. Must have a minimum of 3 years of experience. All contracted interpreters must adhere to a Code of Professional Conduct set forth by the National Registry of Interpreters for the Deaf and the National Association of the Deaf to assure that all information during interpreting assignments are kept

confidential. The contracted interpreters may have access to patient privacy information and may be exposed to patient health information.

3.3 Language Interpreters/Translators: Minimum education is a Bachelor's degree in the respective field of expertise with a minimum of 3 years of experience or minimum 5 years of experience translating and interpretation of the native language. All contracted interpreters must adhere to a Code of Professional Ethics and Professional Practice to assure that all information during interpreting assignments are kept confidential. The contracted interpreters may have access to patient privacy information and may be exposed to patient health information.

4.0 POINTS OF CONTACT

4.1 Contracting Officer (CO): The CO is responsible for the administration of this contract. The Contractor is advised that only the CO, acting within the scope of the contract and his/her duties and responsibilities and, with the advice and consultation with the Contracting Officer's Representative, has the authority to make changes that affect contract prices, quality, quantity, delivery terms and conditions, term of contract. Under no circumstances shall any understanding or agreement, contract modification, change order, or other matters in deviation from the terms of this contract between the contractor and a person other than the contracting officer, be effective or binding upon the Government. All such actions must be formalized by the proper contractual document executed by the contracting officer.

4.1.2 Authorize Services and Changes to Scope of Work: Only those services specified within are authorized under this contract. All references to the estimated amount of survey and inspection services and areas of coverage provided by the Government are for informational purposes only. Such references do not necessarily indicate the number of inspections, related contractor duties, or locations will remain stable. Before performing any service or repairs of a non-contract nature, notify the Contracting Officers Representative (COR). The COR will request authorization from the Contracting Officer, if related to this contract. The contractor is cautioned that; only Contracting Officer may authorize additional services or repairs for respective contract; and that reimbursement will not be made unless prior authorization is obtained. Any changes to the Scope of Work will be effected by the Contracting Officer (CO) per FAR 52.212-4 Terms and Conditions of the Contract — Commercial Items. Exception- The CO may authorize the COR to represent the CO's authority in certain circumstances as in emergency changes

due to patient care. This exception will be memorialized in an email by the CO, and will only be limited to the scenario provided by the CO.

4.2 The Contracting Officer Representative (COR): Is the designee to represent the Contracting Officer in furnishing technical guidance and advice or generally administer the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor(s) relative to financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer. Those matters are the responsibility of the CO and shall not be delegated. That being said, the COR may provide guidance and approval of technical aspects within the scope of the contract that do not affect contract scope, price, or timeline.

4.3 Contractor Representative: The Contractor shall identify the person(s) who will have the responsibility for performance of this contract. This person(s) is hereinafter referred to as the Project Manager (PM). The PM(s) shall be competent to supervise all aspects of the work required hereunder and shall be available within 24 hours after notification by the COR during performance of contract work. The COR shall be notified in writing of the name of the PM and of the changes in personnel appointed to fulfill this function or of substitution of personnel due to absence of the PM for any reason. Prior to beginning performance under this contract, the Contractor shall provide the following:

4.3.1 Personnel roster/ List of employees who will provide services to the facility. Current written roster of all regular and alternate employees shall be provided to the COR and those employees not listed will not be allowed to work in the facility. The Contractor shall notify the COR in writing whenever there is a change of personnel appointed to this contract.

4.4 Contractor's Attire and Identification: The Contractor shall wear standard business attire and identification which is easily recognizable and clearly distinguish them as the "Contractor."

4.4.1 Identification Tags/Cards. The Contractor shall wear on the front of the uniform, a clearly readable name identification logo identifying the contractor's and employee's name. The Government will issue ID cards to the Contractor after background checks have been completed. The Contractor shall obtain "Visitors' Badges" during the interim period via VA Police or Human Resource Department.

4.4.2 In special sanitation and/or "isolation" situations, the Contractor may be required to wear special protective clothing and shoe covers, which will be supplied by the medical facility. Such items are to remain the property of the Government and shall not be removed from the premises of the medical facility. They will be received, worn, and turned in or disposed of as directed by the COR.

5.0 QUALITY ASSURANCE AND QUALITY CONTROL

5.1 Contractor's Quality Control: In accordance with FAR 46.202-1, the Government shall rely on contractors' existing quality control/assurance systems as a substitute for Government inspection and testing before tender for acceptance unless customary market practices for the commercial item being acquired include in-process inspection. Any in-process inspection by the Government shall be conducted in a manner consistent with commercial practice.

5.2 Government's Quality Assurance:

5.2.1 In accordance FAR 46.202-2(b), the Government shall not rely on inspection by the contractor if the COR determines that the Government has a need to test the supplies or services in advance of their tender for acceptance, or to pass judgment upon the adequacy of the contractor's internal work processes. In making the determination, the COR shall consider—

- (1) The nature of the supplies and services being purchased and their intended use;
- (2) The potential losses in the event of defects;
- (3) The likelihood of uncontested replacement or correction of defective work; and
- (4) The cost of detailed Government inspection.

5.2.2 The COR will monitor the contractor's performance using a Quality Assurance Surveillance Plan (QASP). The COR and the Contractor will coordinate and agree upon a QASP inspection plan within 30 days after the contract effective date. In accordance with FAR 46.202(3), the following standard inspection requirements shall apply:

- (1) Require the contractor to provide and maintain an inspection system that is acceptable to the Government;
- (2) Give the Government the right to make inspections and tests while work is in process. The COR shall be allowed to observe active interpreter exchanges with the VA client, without notification to the Contractor.

(3) Require the contractor to keep complete, and make available to the Government, records of its inspection work.

5.2.3 Inspection/Acceptance will be made in accordance with FAR 52.212-4(a), whereas the Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights –

(1) Within 48hrs after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6.0 Records Management Language

Records Management Language for Contracts Required

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.