



**The State of New Mexico
General Services Department/State Purchasing Division**

In conjunction with



Request for Proposals

AMENDMENT NO.: #1

New Mexico Solicitation Number 90-000-18-00003

**NASPO ValuePoint Master Agreement for
On-Demand Remote Interpreting (OPI and
VRI) and Document Translation**

RFP Issuance Date: January 28, 2019

New RFP Due Date: March 22, 2019 no later than 3:00 pm MT

Request for Proposal # 90-000-18-00003 is amended as described herein:

CHANGE TO 1.3 Schedule of Events on Page 6 and all other sections dates are listed:

From:

<i>Action</i>	<i>Due Date</i>
Solicitation Release	1/28/2019
Acknowledgement of Receipt Form Submittal	2/12/2019
Pre-Proposal Conference	2/12/2019
Question Deadline	2/12/2019
Answer Deadline	
PROPOSAL DEADLINE (CLOSING DATE)	3/12/2019
Service Tests	
Anticipated Award Date	

To:

<i>Action</i>	<i>Due Date</i>
Solicitation Release	1/28/2019
Acknowledgement of Receipt Form Submittal	2/12/2019
Pre-Proposal Conference	2/12/2019
Question Deadline	2/12/2019
Answer Deadline	2/22/2019
Second Pre-Proposal Conference	3/6/2019 @ 9:00AM MT
PROPOSAL DEADLINE (CLOSING DATE)	3/22/2019 before 3:00PM MT
Service Tests	
Anticipated Award Date	

Due to the pre-proposal call-in number being wrong for the 2/12/19 meeting, we will conduct one additional pre-proposal conference on March 6th 2019 @ 9:00AM Mountain Time.

CHANGE TO Teleconference Call-in Info:

From:

Teleconference Call-in Info:

Number: 866-244-8528
Enter passcode: 138585
*0 – for operator
*1 – menu

To:

Number: 1-800-747-5150
Enter passcode: 2706095

CHANGE TO New Mexico Preferences on Page 29:

Delete this section in its entirety:

C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	+ 5% of vendor's total points
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6	+ 10% of vendor's total points

Due to federal funds being used against the resulting Master Agreements.

CHANGE TO Attachment C, Cost Form, Document Translation Services on Page 57:

See Revised Attachment C Cost Form.

Clarification on the cost form only:

- 1) If offeror is bidding on OPI, items 1a. through 1d. **MUST** be complete.
- 2) If offeror is bidding on VRI item 2a. **MUST** be complete.
- 3) If offeror is bidding on Document Translation, items 3a. through 3j. **MUST** be complete.

Clarification TO ATTACHMENT G on Page 70:

Vendors may propose alternate turnaround times to be in line with or better than industry standards.

CHANGE TO hyperlink issue when hovering over and sending emails to travis.dutton-leyda@state.nm.us:

The email address hyperlink should be: travis.dutton-leyda@state.nm.us

CHANGE TO Scope of Work:

From:

Offerors shall provide 365-days a year/7-days a week/24-hours a day On-Demand Remote Interpreting (OPI and VRI) and Document Translation services on an “as needed” basis for Limited English Proficient (LEP) clients needing immediate interpreter or translation assistance, and must meet or exceed the minimum requirements set forth in Attachment G “Technical Requirements.”

To:

Offerors shall provide 365-days a year/7-days a week/24-hours a day On-Demand Remote Interpreting (OPI and VRI) and/or Document Translation services on an “as needed” basis for Limited English Proficient (LEP) clients needing immediate interpreter or translation assistance, and must meet or exceed the minimum requirements set forth in Attachment G “Technical Requirements.”

CHANGE TO Attachment H, Historical Usage:

From: Attachment H, *Historical Usage*

To: Attachment H, *Historical OPI Usage*

CHANGE TO ATTACHMENT G: Technical Requirements:

See attached revised Attachment G.

The purpose of this revision is to separate out each category to allow for proposals specific to one, two, or all three. Offerors may submit proposals for the category(ies) they specialize in and can adequately service all 50 states. Each category will be evaluated independently.

CHANGE TO 1.1. Purpose, Page 5:

From: Neither this RFP, nor the resulting contract, include medical and/or legal interpretation services.

To: Contractor must adhere to all state, federal laws, rules and regulations including but not limited to HIPAA. Contractor must provide proof of certification at the request of the using entity, the lead state, and/or NASPO prior to conducting through the resulting Master Agreements and Participating Addenda.

Add Attachment M Example Stand Alone HIPAA Business Associate Agreement:

Vendor shall provide a Procuring Agency specific version of Attachment M to any Procuring Agency requesting medical interpretation services. If the Procuring Agency has a specific form they are required to use, the vendor shall provide a completed signed version of the Procuring Agency’s form.

CHANGE TO Attachment I Page 76:

From: List of Commonly Interpreted and Translated Languages

(other than Top Ten: Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi)

To: List of Commonly Interpreted and Translated Languages

(other than Spanish and the Top 12: (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian) and the top language for VRI: American Sign Language (ASL)).

CHANGE TO EQUIPMENT AND FACILITY #4, Page 86:

From: “Most frequently used languages” means the top ten frequently used languages within each Participating State to be identified on each state’s Participating Addendum.

To: “Most frequently used languages” means Spanish plus the top 12 (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian) and the top language for VRI: American Sign Language (ASL) and frequently used languages within each Participating State to be identified on each state’s Participating Addendum.

Attachments:

- 1) Questions/Answers (Q&A) (1 – 123)**
- 2) Revised Attachment C: Cost Proposal Form**
- 3) Revised Attachment G: Technical Requirements**
- 4) Attachment M Example Stand Alone HIPAA Business Associate Agreement**

Attachment C:

Cost Language and Evaluation Sheets

Attachment C: Cost Language and Evaluation Sheets

All pricing shall include the cost of Offer preparation, servicing of accounts, and complying with all contractual requirements. Only one Unit Price is acceptable and must be calculated on a *per minute/per word* basis for all languages specified in Attachment G, Revised *Technical Requirements*, **as well as for all unlisted languages that may be provided through the resultant Contract**. The amount indicated in Unit Price must be bid in whole cents. (e.g.; \$1.10 is acceptable, \$1.105 is not.)

OPI usage data for the periods outlined in Attachment H has established that the average length of a call is 11.85 minutes. See Attachment H, *OPI Historical Usage*.

Item No.	Description	Unit Price		
Over-the-Phone Interpretation				
1a.	Over-the-Phone Interpretation (OPI) Services for the most requested language: Spanish	\$		/min
1b.	Over-the-Phone Interpretation (OPI) Services for the twelve most requested languages (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$		/min.
1c.	Over-the-Phone Interpretation (OPI) Services for Bosnian-Serbo Croatian, Bulgarian, Czech, Danish, Dutch, Finnish, Flemish, Greek, Hungarian, Norwegian, Polish, Romanian, Slovak, Slovenian, Swedish, Turkish, Ukrainian	\$		/min
1d.	Over-the-Phone Interpretation (OPI) Services for all other languages specified in Attachment G, Revised <i>Technical Requirements and Attachment I</i> , as well as for all unlisted languages that may be provided through the resultant Contract .	\$		/min.
Video Remote Interpretation				
2a.	Video Remote Interpretation (VRI) Services for the top VRI language: American Sign Language (ASL) if other than proposed for 2b.	\$		/min.
2b.	Video Remote Interpretation (VRI) Services for the twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$		/min.
2c.	Video Remote Interpretation (VRI) Services for all other languages specified in Attachment G, Revised Technical Requirements and Attachment I as well as for all unlisted languages that may be provided through the resultant Contract .	\$		/min
Document Translation Services				
3a.	Standard Document Translation Services for the most requested language: Spanish	\$		/word
3b.	Standard Document Translation Services for the twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$		/word
3c.	Standard Document Translation Services for Bosnian-Serbo Croatian, Bulgarian, Czech, Danish, Dutch, Finnish, Flemish, Greek,	\$		/word

	Hungarian, Norwegian, Polish, Romanian, Slovak, Slovenian, Swedish, Turkish, Ukrainian			
3d.	Standard Document Translation Services for all other languages specified in Attachment G, Revised <i>Technical Requirements and Attachment I</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$		/word
3e.	Expedited Document Translation Services for the most requested language: Spanish	\$		/word
3f.	Expedited Document Translation Services for Bosnian-Serbo Croatian, Bulgarian, Czech, Danish, Dutch, Finnish, Flemish, Greek, Hungarian, Norwegian, Polish, Romanian, Slovak, Slovenian, Swedish, Turkish, Ukrainian			/word
3g.	Expedited Document Translation Services for the twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$		/word
3h.	Expedited Document Translation Services for all other languages specified in Attachment G, Revised <i>Technical Requirements and Attachment I</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$		/word
3i.	Desktop Publishing (DTP)	\$		/hour
3j.	Minimum Charge	\$		
Combined Services for Over-the Phone and Video Remote Interpretation				
4a.	Over-the Phone Interpretation (OPI) Services for twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$		/min.
4b.	Over-the-Phone Interpretation (OPI) Services for all other languages specified in Attachment G, Revised <i>Technical Requirements and Attachment I</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$		/min.
4c.	Video Remote Interpretation (VRI) Services for the twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$		/min.
4d.	Video Remote Interpretation (VRI) Services for all other languages specified in Attachment G, Revised <i>Technical Requirements and Attachment I</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$		/min.
4e.	Video Remote Interpretation (VRI) Services for American Sign Language (ASL) if other than proposed for 4b.	\$		/min.

During Contract period, pricing shall remain firm and fixed for the initial two year term of the Contract. _____% 30 days OR Net 30 days (Choose one – failure to enter any percentage of discount within 30 calendar days will result in Offeror’s Proposal being considered as Net 30 days.) Any Prompt Payment Discount offered *will not* be applied to credit card transactions, and application is subject to individual state Participating Addendums.

Please complete one of the following:

For cost analysis purposes, please indicate percent savings that your Proposal pricing represents compared to price customers would pay without benefit of a NASPO ValuePoint contract:

Discount offered by Offeror averages _____% lower than (please check one):

1. _____ Price that would be obtained through individual agency bid.
2. _____ Manufacturer's current suggested list/retail price.
3. _____ Other (please specify): _____

Item No.	Optional Pricing Models (optional – not included in cost evaluation)	Tiered Pricing	Volume Discount
5.	Offerors should submit any tiered pricing or volume discounts available under the resultant contract. (Include additional rows/columns as necessary to include all available options)		
5a.	Tiered Volume for Spanish		
5b.	Tiered Volume for All Other Languages		
Item No.	Optional Pricing Models (optional – not included in cost evaluation)	Equipment Available	Cost or % Discount off MSRP
6.	Offerors should submit any associated equipment available for use under the resultant contract. (Include additional rows/columns as necessary to include all available options)		
	Dual Handset Phones		
	Analog		
	Digital Adapters		
Item No.	Optional Pricing Models (optional – not included in cost evaluation)	Equipment Available	Cost or % Discount off MSRP

	VRI Equipment (list all equipment that may be needed and pricing)		

(Any deviation from this format may result in disqualification of proposal.)

ATTACHMENT G
TECHNICAL REQUIREMENTS

ATTACHMENT G: Technical Requirements

Description	Comply? (Yes or No)
EXPERIENCE OF THE CONTRACTOR	
1. Offeror must have <i>at least</i> two years of experience in providing Over-the-Phone and/or Video Remote Interpretation and/or Document Translation Services to state or local government entities on a 365-days a year, 7-days a week, 24-hours a day basis.	
2. Offeror must currently be providing an average of <i>at least</i> 100,000 minutes of OPI and/or 10,000 minutes of VRI ASL Interpretation Service calls per month within the past year.	
3. If proposal includes Document Translation, Offeror must be able to provide quality, error-free document translation services on a large scale to multiple States.	
4. If proposal includes VRI, Offeror must ensure [VRI must provide] real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. [VRI must provide a] sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of [their] body position. [VRI must also provide] a clear, audible transmission of voices.	
EQUIPMENT AND FACILITY	
1. Contractor must have all necessary equipment, installed and functioning at time of Offer submittal, to provide the services required in the contract.	
2. Contractor must have A) telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed. And/or A) (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position; (3) A clear, audible transmission of voices; and (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.	

<p>3. Contractor’s telephone terminal and/or VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the contract.</p>	
<p>4. Interpreter and/or translation services for the most frequently used languages must be performed within the United States from a professional facility and not a home-based office. Interpreter services for the least frequently used languages may be performed outside of the United States and/or from a home-based office.</p> <p>“Most frequently used languages” means Spanish plus the top twelve (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian) and frequently used languages within each Participating State to be identified on each state’s Participating Addendum.</p>	
<p>5. Outbound calls and/or third-party calls will be required of the Contractors under the resulting Master Agreement. Contractors shall not charge for these calls.</p>	
<p>6. Prohibition of Interpretation on a Wireless Device in a Moving Vehicle and in Noisy Areas</p> <p>Contractor agrees no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to contract cancellation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this contract if conducted in a moving vehicle when the interpreter is the driver. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.</p>	
<p>LANGUAGES</p> <p>Offeror must be able to provide (at a minimum) OPI, VRI, and Document Translation Services for all languages/dialects listed in Attachment I and VRI for American Sign Language (ASL) :</p>	

<p>Or LANGUAGES Offeror must be able to provide (at a minimum) VRI American Sign Language (ASL) :</p>									
<p>CONNECTION for OPI and/or VRI</p> <p>1. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor’s facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer’s selection.</p>									
<p>2. On average per month, Contractor must respond to calls at a rate of 95% or greater within 30 seconds of the client’s language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.</p>									
<p>3. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30 second response time will be adjusted as follows:</p> <table border="1" data-bbox="152 909 1336 1184"> <thead> <tr> <th data-bbox="152 909 485 978">If percentage of Spanish is:</th> <th data-bbox="485 909 1336 978">Connective time will be:</th> </tr> </thead> <tbody> <tr> <td data-bbox="152 978 485 1047">Less than 60%</td> <td data-bbox="485 978 1336 1047">80% of all calls will be responded to within 30 seconds, after the client’s language being identified</td> </tr> <tr> <td data-bbox="152 1047 485 1117">60-70%</td> <td data-bbox="485 1047 1336 1117">85% of all calls will be responded to within 30 seconds, after the client’s language being identified</td> </tr> <tr> <td data-bbox="152 1117 485 1184">70-80%</td> <td data-bbox="485 1117 1336 1184">90% of all calls will be responded to within 30 seconds, after the client’s language being identified</td> </tr> </tbody> </table>	If percentage of Spanish is:	Connective time will be:	Less than 60%	80% of all calls will be responded to within 30 seconds, after the client’s language being identified	60-70%	85% of all calls will be responded to within 30 seconds, after the client’s language being identified	70-80%	90% of all calls will be responded to within 30 seconds, after the client’s language being identified	
If percentage of Spanish is:	Connective time will be:								
Less than 60%	80% of all calls will be responded to within 30 seconds, after the client’s language being identified								
60-70%	85% of all calls will be responded to within 30 seconds, after the client’s language being identified								
70-80%	90% of all calls will be responded to within 30 seconds, after the client’s language being identified								
<p>4. In the event interpretation service for Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi does not begin within 60 seconds of the client’s language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.</p> <p>In the event any interpretation service request for Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi results in a customer being told “no interpreter is available,” the Contractor will be subject to a self-assessed penalty equal to the cost of the customer’s average interpreter call for the month in which the “no interpreter available” event occurs.</p> <p>The above penalties will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.</p>									
<p>5. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.</p>									
<p>6. Contractor must comply with all FCC regulations including, but not limited to VRI connection times.</p>									

7. VRI Speed of Answer

Speed-of-Answer Standard. Contractor will answer 80% of all VRI calls in 120 seconds.

TURNAROUND TIME FOR DOCUMENT TRANSLATION SERVICES

1. For all source documents requiring translation from one language to another, standard document translations shall be completed within the following turnaround time set in business days:

Standard Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	2 days
1,001-2,500 Words	5 days
2,501- 7,500 Words	7 days
More than 7,500 Words	7 days plus 1 additional day for each additional 500 words

2. If a contractor offers expedited translations, they shall be completed within the following turnaround time set in business days. See tab in cost proposal labeled optional.

Expedited Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	1 day
1,001-2,500 Words	2 days
2,501- 7,500 Words	4 days
More than 7,500 Words	4 days plus 1 additional day for each additional 1,000 words

Contractor must provide a minimum of two qualified linguists for each translation project as a translator and copy editor.

INVOICING

1. Contractor must only invoice for the time that interpreter/translation service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.

2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.

3. A) Interpreter/translation Services: Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.

B) Translation Services: Invoices will reflect per word billing increments.

<p>4. The minimum billable charge shall be equal to a one minute/word charge at the rate of the language for which interpreter service is provided.</p>	
<p>5. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:</p> <ul style="list-style-type: none"> a. Master Contract number and/or any other unique Contract identification number assigned by a Participating State. b. For the State of New Mexico, Contractor’s Statewide Vendor Identification Registration number assigned by the NM Department of Finance. c. Date of invoice. d. Contractor name and address. e. Customer account number and Department name/program. f. Billing period. g. Interpreting modality (OPI, VRI, or Document Translation) h. Interpreter Connection Time./Document turnaround time. i. Total number of calls interpreted or documents translated. j. Total number of billable interpretation minutes or words translated. k. Total number of “no interpreter available” calls. l. Percentage of calls connected in 30 seconds or less. m. Total number of calls resulting in interpreter connection times of greater than 60 seconds. n. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online. o. Total number of documents translated that meet the requirements in Attachment G; Technical Requirements, section titled, “Turnaround Time for Document Translation Services.” p. Total dollar amount of credits and/or penalties for qualifying calls that do not meet the criteria established in Attachment G: <i>Technical Requirements</i>, section titled, “Connection,” Item #4. q. Total dollar amount due. r. Any applicable prompt payment discount(s) available. s. Date and time of each interpreter or translation service occurrence provided. t. Interpreted language associated with the call or translation. u. Duration of the interpreter service provided, measured in tenth of a minute increments. v. Contract rate per minute for interpretation and per word for translation. w. Billable amount associated with each call or translation. x. Interpreter or translator identification number or code as assigned by the Contractor. 	

<p>EMERGENCY MANAGEMENT PLAN</p> <p>1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.) <i>Attach a copy of Contractor's EMP.</i></p>	
<p>2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.</p>	
<p>CONFIDENTIALITY STATEMENT</p> <p>1. Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract. <i>Attach a sample copy of Contractors Confidentiality Statement.</i></p>	
<p>INTERPRETER OPERATIONAL REQUIREMENTS</p> <p>1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.</p>	
<p>2. The interpreter will speak in the first (1st) person.</p>	
<p>3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.</p>	
<p>4. The interpreter will respect cultural differences of the client.</p>	
<p>5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.</p>	
<p>6. The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning the of the client's statements.</p>	
<p>7. All conversations, interpretations, or translations will remain confidential and will not be shared with individuals unrelated to the call or translation. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted in other state's Participating Addendums.</p>	
<p>8. The translator will provide accurate (reflect the meaning correctly), effective (provide the intended effect on the reader), and impartial (unbiased) services.</p>	

<p>CUSTOMER RESPONSE CRITERIA</p> <ol style="list-style-type: none"> 1. Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria: <ol style="list-style-type: none"> a. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer’s questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer’s request, Contractor must provide a senior administrative contact to escalate the request. b. Request for materials: Instructional materials must be mailed to the customer within two working days of receiving the request. c. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Contractor. 	
<p>QUALITY ASSURANCE PLAN</p> <ol style="list-style-type: none"> 1. Contractor must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking and assessing the quality of services provided under the Contract. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as customer initiated concerns and/or complaints. <i>Attach a copy of Contractor’s QAP.</i> 	
<p>INSTRUCTIONAL MATERIALS</p> <ol style="list-style-type: none"> 1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Contract. Materials should include language identification materials such as “I Speak” cards and procedural information for accessing the services. 	
<ol style="list-style-type: none"> 2. Instructional materials must also include informational language posters for the public indicating interpretation and translation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each Participating State to be identified in each state’s Participating Addendum. 	
<ol style="list-style-type: none"> 3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs. 	
<ol style="list-style-type: none"> 4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract. 	

ATTACHMENT G
TECHNICAL REQUIREMENTS

ATTACHMENT G: Technical Requirements

Description	Comply? (Yes or No)
EXPERIENCE OF THE CONTRACTOR	
1. Offeror must have <i>at least</i> two years of experience in providing Over-the-Phone and/or Video Remote Interpretation and/or Document Translation Services to state or local government entities on a 365-days a year, 7-days a week, 24-hours a day basis.	
2. Offeror must currently be providing an average of <i>at least</i> 100,000 minutes of OPI and/or 10,000 minutes of VRI ASL Interpretation Service calls per month within the past year.	
3. If proposal includes Document Translation, Offeror must be able to provide quality, error-free document translation services on a large scale to multiple States.	
4. If proposal includes VRI, Offeror must ensure [VRI must provide] real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. [VRI must provide a] sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of [their] body position. [VRI must also provide] a clear, audible transmission of voices.	
EQUIPMENT AND FACILITY	
1. Contractor must have all necessary equipment, installed and functioning at time of Offer submittal, to provide the services required in the contract.	
2. Contractor must have A) telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed. And/or A) (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position; (3) A clear, audible transmission of voices; and (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.	

<p>3. Contractor’s telephone terminal and/or VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the contract.</p>	
<p>4. Interpreter and/or translation services for the most frequently used languages must be performed within the United States from a professional facility and not a home-based office. Interpreter services for the least frequently used languages may be performed outside of the United States and/or from a home-based office.</p> <p>“Most frequently used languages” means Spanish plus the top twelve (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian) and frequently used languages within each Participating State to be identified on each state’s Participating Addendum.</p>	
<p>5. Outbound calls and/or third-party calls will be required of the Contractors under the resulting Master Agreement. Contractors shall not charge for these calls.</p>	
<p>6. Prohibition of Interpretation on a Wireless Device in a Moving Vehicle and in Noisy Areas</p> <p>Contractor agrees no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to contract cancellation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this contract if conducted in a moving vehicle when the interpreter is the driver. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.</p>	
<p>LANGUAGES</p> <p>Offeror must be able to provide (at a minimum) OPI, VRI, and Document Translation Services for all languages/dialects listed in Attachment I and VRI for American Sign Language (ASL) :</p>	

<p>Or LANGUAGES Offeror must be able to provide (at a minimum) VRI American Sign Language (ASL) :</p>									
<p>CONNECTION for OPI and/or VRI</p> <p>1. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor’s facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer’s selection.</p>									
<p>2. On average per month, Contractor must respond to calls at a rate of 95% or greater within 30 seconds of the client’s language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.</p>									
<p>3. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30 second response time will be adjusted as follows:</p> <table border="1" data-bbox="152 909 1336 1184"> <thead> <tr> <th data-bbox="152 909 485 978">If percentage of Spanish is:</th> <th data-bbox="485 909 1336 978">Connective time will be:</th> </tr> </thead> <tbody> <tr> <td data-bbox="152 978 485 1047">Less than 60%</td> <td data-bbox="485 978 1336 1047">80% of all calls will be responded to within 30 seconds, after the client’s language being identified</td> </tr> <tr> <td data-bbox="152 1047 485 1117">60-70%</td> <td data-bbox="485 1047 1336 1117">85% of all calls will be responded to within 30 seconds, after the client’s language being identified</td> </tr> <tr> <td data-bbox="152 1117 485 1184">70-80%</td> <td data-bbox="485 1117 1336 1184">90% of all calls will be responded to within 30 seconds, after the client’s language being identified</td> </tr> </tbody> </table>	If percentage of Spanish is:	Connective time will be:	Less than 60%	80% of all calls will be responded to within 30 seconds, after the client’s language being identified	60-70%	85% of all calls will be responded to within 30 seconds, after the client’s language being identified	70-80%	90% of all calls will be responded to within 30 seconds, after the client’s language being identified	
If percentage of Spanish is:	Connective time will be:								
Less than 60%	80% of all calls will be responded to within 30 seconds, after the client’s language being identified								
60-70%	85% of all calls will be responded to within 30 seconds, after the client’s language being identified								
70-80%	90% of all calls will be responded to within 30 seconds, after the client’s language being identified								
<p>4. In the event interpretation service for Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi does not begin within 60 seconds of the client’s language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.</p> <p>In the event any interpretation service request for Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi results in a customer being told “no interpreter is available,” the Contractor will be subject to a self-assessed penalty equal to the cost of the customer’s average interpreter call for the month in which the “no interpreter available” event occurs.</p> <p>The above penalties will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.</p>									
<p>5. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.</p>									
<p>6. Contractor must comply with all FCC regulations including, but not limited to VRI connection times.</p>									

7. VRI Speed of Answer

Speed-of-Answer Standard. Contractor will answer 80% of all VRI calls in 120 seconds.

TURNAROUND TIME FOR DOCUMENT TRANSLATION SERVICES

1. For all source documents requiring translation from one language to another, standard document translations shall be completed within the following turnaround time set in business days:

Standard Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	2 days
1,001-2,500 Words	5 days
2,501- 7,500 Words	7 days
More than 7,500 Words	7 days plus 1 additional day for each additional 500 words

2. If a contractor offers expedited translations, they shall be completed within the following turnaround time set in business days. See tab in cost proposal labeled optional.

Expedited Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	1 day
1,001-2,500 Words	2 days
2,501- 7,500 Words	4 days
More than 7,500 Words	4 days plus 1 additional day for each additional 1,000 words

Contractor must provide a minimum of two qualified linguists for each translation project as a translator and copy editor.

INVOICING

1. Contractor must only invoice for the time that interpreter/translation service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.

2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.

3. A) Interpreter/translation Services: Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.

B) Translation Services: Invoices will reflect per word billing increments.

<p>4. The minimum billable charge shall be equal to a one minute/word charge at the rate of the language for which interpreter service is provided.</p>	
<p>5. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:</p> <ul style="list-style-type: none"> a. Master Contract number and/or any other unique Contract identification number assigned by a Participating State. b. For the State of New Mexico, Contractor’s Statewide Vendor Identification Registration number assigned by the NM Department of Finance. c. Date of invoice. d. Contractor name and address. e. Customer account number and Department name/program. f. Billing period. g. Interpreting modality (OPI, VRI, or Document Translation) h. Interpreter Connection Time./Document turnaround time. i. Total number of calls interpreted or documents translated. j. Total number of billable interpretation minutes or words translated. k. Total number of “no interpreter available” calls. l. Percentage of calls connected in 30 seconds or less. m. Total number of calls resulting in interpreter connection times of greater than 60 seconds. n. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online. o. Total number of documents translated that meet the requirements in Attachment G; Technical Requirements, section titled, “Turnaround Time for Document Translation Services.” p. Total dollar amount of credits and/or penalties for qualifying calls that do not meet the criteria established in Attachment G: <i>Technical Requirements</i>, section titled, “Connection,” Item #4. q. Total dollar amount due. r. Any applicable prompt payment discount(s) available. s. Date and time of each interpreter or translation service occurrence provided. t. Interpreted language associated with the call or translation. u. Duration of the interpreter service provided, measured in tenth of a minute increments. v. Contract rate per minute for interpretation and per word for translation. w. Billable amount associated with each call or translation. x. Interpreter or translator identification number or code as assigned by the Contractor. 	

<p>EMERGENCY MANAGEMENT PLAN</p> <p>1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.) <i>Attach a copy of Contractor's EMP.</i></p>	
<p>2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.</p>	
<p>CONFIDENTIALITY STATEMENT</p> <p>1. Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract. <i>Attach a sample copy of Contractors Confidentiality Statement.</i></p>	
<p>INTERPRETER OPERATIONAL REQUIREMENTS</p> <p>1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.</p>	
<p>2. The interpreter will speak in the first (1st) person.</p>	
<p>3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.</p>	
<p>4. The interpreter will respect cultural differences of the client.</p>	
<p>5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.</p>	
<p>6. The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning the of the client's statements.</p>	
<p>7. All conversations, interpretations, or translations will remain confidential and will not be shared with individuals unrelated to the call or translation. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted in other state's Participating Addendums.</p>	
<p>8. The translator will provide accurate (reflect the meaning correctly), effective (provide the intended effect on the reader), and impartial (unbiased) services.</p>	

<p>CUSTOMER RESPONSE CRITERIA</p> <ol style="list-style-type: none"> 1. Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria: <ol style="list-style-type: none"> a. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer’s questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer’s request, Contractor must provide a senior administrative contact to escalate the request. b. Request for materials: Instructional materials must be mailed to the customer within two working days of receiving the request. c. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Contractor. 	
<p>QUALITY ASSURANCE PLAN</p> <ol style="list-style-type: none"> 1. Contractor must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking and assessing the quality of services provided under the Contract. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as customer initiated concerns and/or complaints. <i>Attach a copy of Contractor’s QAP.</i> 	
<p>INSTRUCTIONAL MATERIALS</p> <ol style="list-style-type: none"> 1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Contract. Materials should include language identification materials such as “I Speak” cards and procedural information for accessing the services. 	
<ol style="list-style-type: none"> 2. Instructional materials must also include informational language posters for the public indicating interpretation and translation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each Participating State to be identified in each state’s Participating Addendum. 	
<ol style="list-style-type: none"> 3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs. 	
<ol style="list-style-type: none"> 4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract. 	

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#	Question	Answer
1.	Whether companies from Outside USA can apply for this? (From India or Canada)	This RFP is restricted to companies located within the United States.
2.	Whether we need to come over there for meetings?	<p>For this procurement, the Pre-proposal conference was and will be a teleconference and the service tests (if any) will be done by telephone as well.</p> <p>Work performed in relation to this contract may require in-person meetings to discuss the Master Agreement or PAs as outlined in individual state Participating Addendums.</p> <p>In addition, at least one representative from the company will be required to travel to New Mexico once a year for the annual vendor review meetings.</p>
3.	Can we perform the tasks (related to RFP) outside USA? ((From India or Canada)	Interpreter services for the most frequently used languages must be performed within the United States from a professional facility and not a home-based office. Interpreter services for the least frequently used languages may be performed outside of the United States and/or from a home-based office.
4.	Can we submit our proposals via email?	<p>No. As outlined in Section III, proposals can only be submitted one of two ways:</p> <ol style="list-style-type: none"> 1. By mailing or delivering a hard copy of the proposal to the Procurement Manager at the address listed in the RFP.

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		<p>2. Submitting through eProNM electronically as outlined in the RFP: https://solutions.sciquest.com/apps/Router/SourcingResponseSummary?ResponseId=1278631&tmstamp=1550790284131</p>
5.	<p>Contract Awards: what is the basis of having a more advantageous proposal without having the points to reflect that?</p>	<p>As outlined in Section V.A “a serious deficiency in any one criterion may be grounds for rejection [of the proposal]” or if the Offeror is determined not to be a Responsible Offeror as outlined in NMSA 13-1-133.</p>
6.	<p>Contract Awards: what does Lead State approvals mean?</p>	<p>Contract awards for this procurement are subject to final approvals by the Lead State of New Mexico and the NM State Purchasing Agent pursuant to applicable state statutes and rules.</p>
7.	<p>Service Testing: Since this is required to be done at no cost, how many calls will you make and how many minutes will the calls last?</p>	<p>At the discretion of the sourcing team, one test call will be made to each finalist Offeror. The test calls will be for no more than 5 minutes. The PM and Sourcing Team reserve the right to make more than one call.</p>
8.	<p>Summary and Detailed Usage Report: it looks like item B is referring to reporting for products (bill to/ship to locations, Purchase order type, ship date, etc.). Can you modify this to be applicable for services?</p>	<p>NASPO requires the listed information for quarterly reporting. Each awarded offeror is required to submit the reports with the information applicable to each contract – therefore you will submit to them only the information that applies to this contract. (i.e. you do not need to list a ‘Ship Date’ if you are not shipping goods, but must list all other requested identifying information)</p> <p>The information requested on the Detailed Sales Report may be changed at the discretion of the Lead State and contract manager in order to capture all relevant sales data for future sourcing purposes.</p>

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9.	<p>New Mexico Pay Equity requirements: The contractor performs all services on this contract virtually and by phone. There will be no New Mexico employees. Does this apply to those outside of New Mexico? Does this apply to independent contractors?</p>	<p>New Mexico Pay Equity requirements apply only to those employees working within the state of NM.</p> <p>Refer to the FAQs at the following page for more information: http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx</p>
10.	<p>Attachment C: Will you require outbound calls to be initiated by the contractor? If so, will you add a line item for third party calls?</p>	<p>Yes. Outbound calls or third-party calls are required under the scope of work in this RFP and shall be included at no additional cost.</p> <p>No, a separate line item for the third party calls will not be added. The service is to be all-inclusive and Offeror's should include the cost for the third-party calls into the one price being offered for the services in their Cost proposal.</p>
11.	<p>Attachment F: Question 4 asks for a level of satisfaction with hard-copy materials. What do you mean by this?</p>	<p>This question refers to the quality of the hard copy materials (instructional materials, informational posters, etc.) provided by your company to customers.</p>
12.	<p>Attachment G: Are these average connection times measured on a monthly basis?</p>	<p>Yes, as outlined in Attachment G, connection times must be included on the monthly invoicing submitted by the awarded contractor and average connection times will be calculated each month based on these detailed invoices.</p>
13.	<p>Attachment G: can you please clarify point 4 and the "self-assessed penalty"?</p>	<p>Attachment G "Connection" point 4 requires the awarded offeror to report on each detailed monthly invoice the total number of "no interpreter available" calls as well as the "interpreter connection time." Based on these monthly reports, the awarded offeror is required to itemize and deduct from the monthly</p>

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		<p>invoice total:</p> <ol style="list-style-type: none"> 1. The cost of the call should it not begin within 60 seconds of the language being identified 2. The cost of the customer’s average interpreter call for the month when any request for Spanish, Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian results in a customer being told “no interpreter is available,”
14.	<p>Attachment G, 5: Is it possible for this information to accompany the Invoice? There is a lot of information being asked for that is not standard to Invoices, such as total number of calls resulting in an interpreter connection time greater than 60 seconds.</p>	<p>Yes. This information is currently required and provided on the NASPO contract for telephone based interpreter services and other similar contracts with participating states.</p> <p>Attachment G – Equipment and Facility requires that “Contractor’s telephone terminal equipment must be capable of collecting the detailed call traffic information needed to produce the reports required by the contract.” If the offeror does not meet the mandatory requirements as listed in Attachment G, the Offeror does not qualify to submit a proposal.</p>
15.	<p>Do you need/provide a confidentiality/non-disclosure agreement?</p>	<p>No, we do not require a confidentiality/non-disclosure agreement. However, some States may require this in their Participating Addendums.</p>
16.	<p>With multiple awards to this contract, how are task orders from the various States and agencies assigned to the approved vendors?</p>	<p>Each state has its own procedures for determining who they will sign a Participating Addendum with out of those awarded a Master Agreement. The state of NM intends to sign a Participating Addendum with each vendor awarded a Master Agreement and using</p>

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		agencies and local public bodies will make their own determination of which vendor with whom to contract for services based on what is in the best interests of that entity.
17.	How do you verify that vendors really can comply with Technical Requirements on Attachment 8? Knowing that responding with a “no” will lead to a Non-Response and rejected, vendors who know they are unable to comply will answer “yes” just to keep from being rejected.	<p>The RFP will assess a vendor’s ability to perform the scope of services outlined in the RFP based on responses to each specification outlined in Section IV.B.1-11. Vendors’ responses to the requirements in Attachment G will be verified by their responses to Section 3: Evaluation and Award to ensure the Offeror can meet the level of service as required.</p> <p>Contract management and oversight will assure adherence to the requirements outlined in Attachment G with the possibility of terminating a contract in cases where the contractor cannot perform the level of service as required and outlined in this RFP.</p>
18.	the customer indicates a list of minimal requirements that must be provided in the monthly invoice. Would all the required information need to appear on the same document, or can it be broken down into an invoice with billing information and then separate reports indicating the requested usage/fulfillment information?	<p>The information requested to be included with the monthly invoices are necessary for monthly contract management and review. This information is reviewed and verified prior to approval of invoices for payment.</p> <p>Vendors may submit the requested usage information in a report separate from the invoice, but invoices will not be accepted or approved without all required reporting information being submitted concurrently.</p>
19.	Is there a maximum percentage Admin Fee that a State may charge?	No. Each state will follow their own state rules and regulations regarding the admin fee they will charge on their Participating Addendums.
20.	Must the admin fee charged by a State be the same for all vendors holding WSCA-NASPO Master Agreement’s under this RFP?	Each state’s administrative fee will be specified in the Participating Addendums signed with each awarded

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		<p>vendor and may vary based on each state’s statutes and rules.</p> <p>The state of NM will assess the 1% admin fee on all awarded contracts – which will only apply to sales within the state of NM.</p>
21.	<p>Attachment G, Invoices: Would you consider changing the Invoice requirements to the reporting requirements? Reporting is different than the actual Invoice that is sent monthly.</p>	<p>No. The information requested to be included with the monthly invoices is necessary for monthly contract management and review. This information is reviewed and verified prior to approval of invoices for payment and must therefore be submitted with each invoice.</p> <p>Vendors may submit the requested usage information in a report separate from the invoice, but invoices will not be accepted or approved without all required reporting information being submitted concurrently.</p>
22.	<p>Service tests: how many calls will be placed? Will the contractor know the date of the calls?</p>	<p>At the discretion of the sourcing team, one test call will be made to each finalist Offeror. The test calls will be for no more than 5 minutes. The calls will take place during the evaluation period, but Offerors will not be notified of the date or time.</p>
23.	<p>There was a request made by one vendor to separate the bid line items for telephonic interpretation to request vendors provide one per minute rate for Spanish, one per minute rate for “tier 2” languages, and one per minute rate for “tier 3” languages. This is somewhat standard on most statewide contracts for this service, (see: Georgia, Virginia, Massachusetts, Wisconsin, Michigan, etc.).</p> <p>Doing so would allow for vendors to still be evaluated equally, while also saving NASPO, and participating states, on cost.</p>	<p>We have separated out Spanish to be its own line item. See amendment #1 and the Revised Cost attachment.</p>

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24.	Who will comprise the Evaluation Committee? Can you please state their name, functional title/expertise and the state from which they are based/employed.	The sourcing team consists of procurement professionals and government employees from each state involved with this procurement: New Mexico, Washington, Connecticut and Florida.
25.	“Combined Services for Over-the Phone and Video Remote Interpretation” means the RFP is a bundled services RFP in SOW, Specifications, Pricing, and Evaluation – Scoring. If you are truly allowing separate bidding by service category, it would need to be unbundled to elicit meaningful awards. Correct?	We have separated out Spanish to be its own line item. See amendment #1 and the Revised Cost attachment.
26.	Attachment C: Cost Language and Evaluation Sheets For Video Remote Interpretation 2a, 2b, we hope you amend the RFP with the omitted VRI qualitative service elements while modifying the scoring in price and in non-cost related elements accordingly. The video language list includes many not currently available in the VRI service category. Perhaps request that suppliers list their supported video languages, hours of support, average connect time to video interpreter and historical fill rate (% of time a video request is connected to video interpreter – not rolling over to an OPI call interpreter). Quoting a very low video remote rate is only good if you’re able to reach the video interpreter. Thoughts?	The RFP has been amended to clarify that the top language for VRI is American Sign Language. See amendment #1.
27.	2c. We agree that ASL should be priced separately from other video languages as it has much higher base costs and other unique elements. Thoughts?	We foresee this category increasing the utilization of this portfolio greatly.
28.	Attachment C: Cost Language and Evaluation Sheets For Telephonic Pricing per A1. We agree that you should NOT allow separate pricing for Spanish with separate scoring for it as a category. We ask and hope that you do not amend to Spanish separately as it allows vendors who have limited breadth of overall language availability to focus strictly on the Spanish rate and	We have separated out Spanish to be its own line item. See amendment #1 and the Revised Cost attachment.

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	<p>serving Spanish calls to the detriment of servicing the many other required languages. What often happens is the low Spanish rate attracts clients who find the other needed languages aren't very well supported resulting in complaints and very uneven service delivery. We support one price for all Telephonic languages for the award evaluation. "GSA Style" pricing with word rate for translation works fine for written work, but we hope that you do NOT amend to that for spoken Interpretation and we request your comments.</p>	<p>If a company cannot keep up with the demands of the resulting agreement, the lead state will take action as defined in the Mater Agreement Terms and Conditions, 30. Defaults and Remedies on pages 51 and 52.</p>
29.	<p>Would it be acceptable for the state, if the vendor provides a remote modality, i.e. VRI or OPI interchangeably, based on availability?</p>	<p>This would be based on the using entity's acceptance.</p>
30.	<p>The RFP states that pricing shall include all equipment, technology and connections necessary to perform the services outlined within this RFP. – does the equipment in question presume laptops and tablets?</p>	<p>This question is unclear, however your price should not include a cost for laptops and tablets.</p>
31.	<p>The proposal for deadline is 3/12/2019. You indicated this morning that we could submit online. But also indicated hard copies sent to you. So if we do an online submission of 3/12/19, can the hard copies be sent after that?</p>	<p>No, the physical copies and eProNM submissions are required to be submitted prior to the due date.</p>
32.	<p>Will we have access to the contact information of Participating Entities, when awarded the contract?</p>	<p>You will be required to market the resulting contract. See Master agreement, 8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.</p>
33.	<p>Are there any education materials and/or marketing tips in place that we can access, on how to market to Participating Entities?</p>	<p>Yes, information will be provided to awarded vendors.</p>
34.	<p>Are there any education materials and/or marketing tips in place that we can access, on how to market to New Entities?</p>	<p>Yes, information will be provided to awarded vendors.</p>

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35.	It would be more cost-effective to ValuePoint and to the Participating Entities, if we could provide phone interpretation rates for Spanish separately; i.e. Spanish rates \$\$/minute All other languages \$\$/minute	See answer 28
36.	Translation pricing does not ask for a minimum, nor does it show any DTP charges. The typical quote includes a minimum charge; DTP charges; and then pricing per word.	Amended to include. See revised cost sheet.
37.	I think the only question in addition to what was asked this morning is whether you anticipate, as a result of questions and possible changes to the RFP documentation, that the deadline for submission of the RFP might be extended?	The deadline will be extended via amendment one.
38.	May we utilize out of country linguists?	See answer 3.
39.	Page 5 states: “Neither this RFP, nor the resulting contract, include medical and/or legal interpretation services”, however, you specifically ask about HIPAA compliance. Will you require medical interpretation standards, include FWA?	The RFP has been amended to allow for medical and legal translation. The vendor must comply with all laws, rules and regulations regarding these areas of translation.
40.	Aside from emergency and last minute appointments how many days in advance does the State notify a firm when an interpreter is needed?	The resulting contract does not include in person interpretation. Calls must be connected within the specified time listed in CONNECTION on page 69 of the RFP.
41.	Can a bidder submit a proposal in response to a part of the RFP? If a vendor has experience with either interpreting or translation, can a response be submitted for that part of the service requirements?	Yes, proposals may be submitted for one category if the offeror can provide all required languages.
42.	What is the typical turnaround time that the agency grants for translation projects?	See revised attachment G for turnaround times. If an agency would like to increase or decrease these times, they may do so when they sign a PA.
43.	Are there any glossaries, reference files, or translation memories that may be leveraged for cost savings?	Yes, the vendor may use glossaries, reference files, or translation memories to leverage cost savings.

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44.	Do you anticipate that the documents to be translated will contain graphics, figures, drawings, or other design elements that are not editable in Word, thereby creating a need for desktop publishing?	The resulting agreement will be available for all state and local government entities in all 50 states, District of Columbia and territories of the United States, allowed by law, so document translation will be for all types of documents.
45.	In what format will documents for translation be sent to us?	Electronically via email, hard copy via postal delivery, etc.
46.	Will electronic submission of translations be satisfactory?	If you are referring to proposal submission: No, please see 2.10 Proposal Submission Instructions, Electronic Responses (SPD's E-procurement System eProNM). New Mexico requires one hard copy per binder. If you are referring to translations: Yes, in most cases this will be acceptable.
47.	Why are you considering changing vendors?	Per the requirements of New Mexico's and most other state procurement codes, we are required to resolicit after so many years of service. The term set in the current contract expires for good in 2020.
48.	Under the FOIA, how much are you currently paying for the services?	All information regarding the current Master Agreements can be found here: https://www.naspovaluepoint.org/portfolios/details/telephone-based-interpreter-services/
49.	Under the Freedom of Information Act (FOIA), please identify the company or person(s) providing services like those described in the RFP, and tell how long the State has been working with that company or person(s) in this capacity.	All information regarding the current Master Agreements can be found here: https://www.naspovaluepoint.org/portfolios/details/telephone-based-interpreter-services/ New Mexico has worked in a statewide capacity with the following incumbents: Corporate Translation/Language Link: since 3/4/2015;

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		Linguistica: since 3/4/2015; Voiance: since 3/4/2015
50.	Must a bidder register for doing business in the state of New Mexico prior to submission of the proposal, or can such registration be completed upon awarding of the contract?	See answer 66.
51.	Do we have to submit an electronic copy if we submit the required number of hard copies specified in the solicitation?	No, you are not required to submit an electronic proposal via eProNM. You do however have to include the minimum required flash drives per binder.
52.	The RFP has line items for over-the-phone interpretation services, video remote interpretation services, and combined services for over-the-phone and video remote interpretation services. What's the motivation in having a line item for "combined services for over-the-phone and video remote interpretation services"? Is the thought that companies bidding the combined service might offer a discount?	During the intent to participate process the addition of combined line items were requested by a state to cover service requirements.
53.	The RFP requires bidders to reach out to current or previous clients and ask them to fill out Attachment F. We bid on hundreds of contracts per year, constantly asking clients to fill out these questionnaires is a nuisance to us and our clients. Would you consider waiving this requirement for the initial bid and just make finalist for award provide them? Or would you consider allowing us to provide past performance writes ups with our clients' contact information for you all to contact them?	No, this process is a requirement of the state of New Mexico. Reference Questionnaires are due on or before the proposals' due date.
54.	Are firms required to bid each service line or can they bid a single service line?	See answer 41.
55.	If firms are bidding multiple service lines are they required to provide 3 references for each service line?	No, 3 Reference Questionnaires total.
56.	New Mexico is named as the lead state, how will awardees interact with the potential users? Will potential users issue RFPs that will be distributed to all awardees or are awardees required to market the contract to potential users?	End users will obtain the services from the awarded vendor or vendors via their internal policies. Through this procurement process we are conducting the formal procurement. After the formal procurement has been conducted and vendors are awarded, most end users can just use the vendor, one of the vendors or more than one vendor as they see fit. Some government entities

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		have policies that require them to get quotes from awarded vendors, some government entities review the submitted proposals from the awarded vendors and make a weighted decision based on internal rules. If awarded, you will be required to market your Master Agreement. See Answer 32.
57.	The RFP states that “Interpreter services for the most frequently used languages must be performed within the United States from a professional facility and not a home-based office.” How do you intend to verify this, will your team perform site visits to contractors’ call centers?	The vendor is mandated to provide the top ten languages as described in the RFP. We reserve the right to make site visits as needed.
58.	Do you have any historical data or estimates on document translation services? Languages encountered number of words per language per year?	No, unfortunately we do not. This is the first time procuring these services nationally through NASPO.
59.	Do you have any historical data or estimates on number of minutes of video remote interpretation required? Languages encountered number of minutes per language per month?	No, unfortunately we do not. This is the first time procuring these services nationally through NASPO.
60.	It appears that the previous RFP only required over-the-phone interpretation services. As such, should we assume the historical data provided only represents over the phone interpretation services?	Yes.
61.	May we bid on translation only? Or does the bid proposal need to include translation and interpretation services?	Yes, see answer 41
62.	We would like to know if it is possible to bid for Document Translation services only.	Yes, see answer 41.
63.	Will there be any preference given to any of the following: minority-owned vendors, small business, woman-owned vendors, veteran-owned vendors, or any other disadvantaged vendors?	New Mexico can only give preference to in-state vendors, however for this procurement we are removing the preference via amendment one. Due to the use of federal funds.
64.	Attachment G requires a "yes" or "no" answer. We do not provide VRI services, yet many of the questions on this form combine all of the services together (OPI, VRI, etc.) which makes it difficult to	See revised attachment G. The three categories have been separated out to allow for offerors to submit proposals for their area of expertise and have the ability

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	<p>answer. For example, under 'LANGUAGES', it states that, "Offeror must be able to provide (at a minimum) OPI, VRI, and Document Translation Services for all languages/dialects listed in Attachment I and VRI for American Sign Language (ASL)". Answering "yes" to this question would be misleading since we do not provide VRI, but answering "no" would indicate that we do not provide the other services, which we do. How do we answer questions like this one where all services are lumped together?</p>	<p>to provide the service(s) to all 50 states.</p>
65.	<p>Number 2 of ATTACHMENT G (Technical Requirements), states that "Offeror must currently be providing an average of at least 100,000 minutes of OPI and VRI Interpretation Service calls per month within the past year." If we do provide VRI services but we do provide OPI, how do we answer this question given that it requires a "yes" or "no" answer?</p>	<p>See revised attachment G. Offerors can reply with a yes if they provide OPI and/or VRI.</p>
66.	<p>Do we have to be registered "to do business" with New Mexico, and all participating states associated with this solicitation before submitting a proposal?</p>	<p>No, potential awardees should work on getting registered with the State of New Mexico when they receive the award letter. You may start the process now to speed things up if you are selected for award: http://www.tax.newmexico.gov/</p> <p>Once you are awarded, you will have to pursue PAs through the other states and follow their laws for state registration at that time.</p>
67.	<p>On page 6, the RFP mentions the deadline for questions is 2/12/19 by 5:00 PM/MT. There is no date for the anticipated posting of the answers on page 6 or again on page 8. Do you have a timeframe in mind?</p>	<p>The deadline was omitted in error.</p>
68.	<p>On page 9, #10, says that the contract shall be awarded to the Offeror (or Offerors) whose proposal are the most advantageous to the State of New Mexico and NASPO ValuePoint. If there are multiple awards, can you describe the process of dividing the work? Is there a rotation of some sort?</p>	<p>The work will be divided based on the end users' requirements. There are some entities that have signed PAs with all three vendors and use them based on need, availability, or preference. There are other entities that</p>

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		have to work with the least expensive vendor, either only, or first; dividing them up: primary, secondary and tertiary.
69.	On page 14, section 1.7, can you advise the breakdown of the spend by OPI, VRI and document translation?	100% OPI. VRI and Document Translation are new categories added to this solicitation so no current spend information is available for these services.
70.	Can you provide the current contract pricing for OPI, VRI and document translation?	All information regarding the current Master Agreements can be found here: https://www.naspovaluepoint.org/portfolios/details/telephone-based-interpreter-services/ We do not have current pricing for VRI and document translation.
71.	On page 17, the RFP states one proposal may be submitted as either 1) Hard Copy Response, or 2) Electronic Responses (SPD’s E-procurement System eProNM). On page 18, under #2, it states “Offeror need only submit a single electronic copy of each portion of the proposal.” But on page 18, it says in addition to “submitting through the electronic procurement system, to submit the required hard copy(ies) of your proposal to the physical address indicated in 2.10.” Can you confirm if we elect to submit to eProNM, we also must mail hard copy with a binder with the technical proposal (plus binders for each of the 6 copies and USB version) and a binder with the cost proposal (plus binders for each of the 6 copies and USB version) for a total of 14 binders and 2 USB flash drives? Or can one binder be submitted with the original technical proposal including all the 6 copies and USB version, and a second binder with the original cost proposal including all 6 copies and USB version for a total of 2 binders?	If you decide to submit your proposal via eProNM, you are required to submit one physical copy of each binder to the address listed in the RFP. Meaning, you will submit 2 binders, if your proposal does not contain confidential information. If you are submitting a proposal with confidential information: an unredacted proposal, redacted proposal, and cost proposal, you will need to submit 3 binders clearly marked “Original Unredacted,” etc.
72.	On page 19, it states packages must be clearly labeled and submitted in a sealed envelope, package or box bearing the following information: However, there is nothing that follows. Can you complete the mailing information, or confirm that the address provided on page 6 in section 1.2 is the correct mailing address?	<input checked="" type="checkbox"/> Name of Offeror <input checked="" type="checkbox"/> RFP Number <input checked="" type="checkbox"/> Closing Date and Time

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		<p>New Mexico, General Services Department/State Purchasing Division 1100 St. Francis Dr. Room 2016 Santa Fe, New Mexico 87505</p>
73.	<p>On Attachment C, item 6, our video interpretation services *requires* the user to have One Call-provided iPad equipment that they must purchase. Should we indicate this in the “Optional Pricing Models” section? If so, would we add a row?</p>	<p>Offerors must list equipment that is required or may be used by the end user in Optional Pricing Models, Item 6. If the equipment is included with the services, write included.</p>
74.	<p>On Attachment C, items 4a.-4e., what does “combined services” mean? Why would you have both OPI and Video at the same time (video also includes the audio portion)? We don’t have a combined price, it’s usually either/ or.</p>	<p>The items were created for entities that have to contract with a vendor that can provide both services. We are aware of the escalated cost to</p>
75.	<p>On Attachment C, item 3a.-3d., our document translation is on a per-page basis. We have min-max word per page standards depending upon language, but we don’t invoice by the word. We can come up with an approximate per-word equivalent to comply with the template, but that’s not how we bill. How should we indicate this fact/ situation in the response?</p>	<p>You will need to provide a per word bid.</p>
76.	<p>On Attachment E, it requests a listing of subcontractors. The vendor provides a scheduling and coordination service which One Call does not intend to subcontract to any third party. For the avoidance of doubt, independently contracted providers with which the vendor schedules ancillary interpretation and document translation services and other third parties the vendor engages to fulfill back office support functions (e.g., maintenance, janitorial, printing, software, data hosting and other similar providers) are independent contractors of the vendor and each maintain their own employees and equipment used in furtherance of their service delivery. Therefore, the vendor does not consider such independent providers to be subcontractors or agents of the vendor for purposes of this RFP and any resulting contract(s). Can you please confirm that such independent providers shall not be deemed subcontractors or agents of the vendor for purposes of this RFP and any resulting</p>	<p>If the employees are employed by the vendor, they are employees and not subcontractors.</p>

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	contract(s)?	
77.	On the Attachment H, Historical Usage Data, it appears that you are currently work with three vendors for language services to service the multiple states. Can you confirm there are three vendors and identify who the current approved vendors are?	All information regarding the current Master Agreements can be found here: https://www.naspovaluepoint.org/portfolios/details/telephone-based-interpreter-services/ The incumbents are: Corporate Translation/Language Link, Linguistica, and Voiance.
78.	On Attachment H, you list historical data. With no guaranteed contract volume, and such a wide scope including a variety of states potentially participating in the master agreement, would New Mexico consider committing to a guaranteed volume for your state, or commit to a minimum volume from participating states, in order for us to price accordingly?	No, we will not guarantee any amount of work.
79.	Will this contract be able to be used in all 50 states? If not, is there a list of states who are authorized to use services related to the contract resulting from this RFP?	NASPO ValuePoint and New Mexico allow for the usage of the Master Agreements for all 50 states, District of Columbia and territories of the United States. States/entities will participate on an “as-needed,” “as-allowed” basis (per state law). Visit this site to learn more: https://www.naspovaluepoint.org/about/
80.	The event document states that “neither this RFP nor the resulting contract, include medical and/or legal interpretation services”. If the awarded vendor has qualified medical/legal interpreters, can state affiliated medical entities use this contract?	See amendment #1.
81.	Is the intent for this RFP to result in a single vendor award, or will there be multiple vendor awards? Will there be single awards for each service?	New Mexico and the Sourcing Team will determine the awarded vendors based off the scores earned via evaluation and in the best interest of the state, NASPO and participating states.
82.	Is it acceptable to bid for Document Translation services only and not all service offerings?	Yes, each category will be evaluated unilaterally.

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83.	What is the anticipated volume for Document Translation on a monthly basis for the top 10 languages?	See answer 58.
84.	Do we need to submit separate bid proposals to all states participating in this solicitation?	No, once awarded a Master Agreement you will be allowed to pursue Participating Addenda. See answer 32.
85.	The document translation pricing sheet on page 57 groups languages into groups. However, if we were able to quote each language separately, we could provide more precise and advantageous pricing. Will this be acceptable?	We have made adjustments in the document translation portion of the cost section. Please see amendment one.
86.	Why is automobile insurance required when the interpreting services (OPI and VRI) are both remotely delivered?	This is New Mexico’s standard insurance requirement and states: “ <i>If</i> the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.”
87.	For the purposes of cost-savings and coverage for clients, the industry standard for over-the-phone interpreting is a hybrid model of call centers and home office interpreters. It is only the lower quality language services providers that permit “untethered” interpreters using cell phones. Is there openness to allowing some home office interpreters in addition to call center interpreters for the top 10 languages if evidence can be provided that the home office meets the same stringent requirements of the call center (private, professional work space with dedicated broadband internet; interpreter taking calls on computer-based soft phone system with high-quality speaker/microphone headset using a computer-based call routing system for client identification)?	See answer 3.
88.	Who are the existing contractors and their current OPI rates per	See answer 48.

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	minute?	
89.	Of the referenced 2018 Q1-Q3 usage of \$4,210,395.00, how much did each of the 3 current contractors receive respectively?	The amounts have been updated since the creation of this RFP to: CTS: \$3973809; Linguistica \$580,530; Voiance: \$1,167,514
90.	For the period 2018 Q1-Q3, what are the average interpreter connect times per language for each of the 3 contractors?	Average connection time between all three vendors and all common languages is: 16 seconds.
91.	When is the anticipated award date?	October 2019
92.	Per section 25, Assignment Section A, would you please define sub-contractor in relation to this contract? <ul style="list-style-type: none"> o What is your definition of contractor vs sub-contractor? o Do you consider independent contractor and sub-contractor the same or different, and if different how are they different? o Please elaborate and/or provide examples. 	Linguists, in some cases can be identified by the company as subcontractors. Yes, if the company considers them to be subcontractors.
93.	Do vendors have to bid all 3 services or can they bid 1 to 2 services and still be eligible for award in those service categories only? In Attachment G – Experience of the Contractor, 4, “If proposal includes VRI...” This phrase suggests it is possible to bid certain services only (i.e. not bid video). Could we just bid telephonic interpreting and translation and still be eligible for award?	See answer 41.
94.	In 3.4 Evaluation Process, Non-Cost Factors for Category 4 Telephone & Video Remote Interpretation and Attachment C, Cost, VRI and telephonic interpreting are combined in the scoring. <ul style="list-style-type: none"> o If you do allow vendors to bid OPI without bidding VRI, wouldn't combining the score reflect negatively on a vendor bidding without VRI? o Would you consider eliminating combined scoring and SOW specifications for these two very different service categories in this section and throughout the RFP? 	Each category, including this one will be evaluated independently. The evaluation of the combined category will not negatively affect the individual evaluation of the OPI or VRI categories.
95.	In Attachment C, Scoring, please define exactly what you are	See answer 52.

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	<p>asking for in “Combined Services for Over-the Phone and Video Remote Interpretation” pricing. What changes are requesting to the pricing in this table versus the previous tables (Attachment C, page 1, “Over the Phone” “Video” and “Document Translation”)?</p>	
96.	<p>In Attachment C, Cost, the pricing is for “Video Remote Interpretation (VRI) Services for the ten most requested languages: Arabic, Chinese, Spanish, Russian, Somali, Vietnamese, Swahili, Tigrinya, Korean or Farsi”. If a vendor does not offer all of those languages how should they present pricing for what they do offer?</p> <ul style="list-style-type: none"> o Does providing a price mean we are pricing just for the languages we do offer? o Which Chinese dialects do you mean by “Chinese”? 	<p>At minimum, for VRI, contractor must provide ASL.</p> <p>Mandarin & Cantonese</p>
97.	<p>Regarding Attachment G, Languages, “Offeror must be able to provide (at a minimum) OPI, VRI, and Document Translation Services for all languages and dialects listed in Attachment I and VRI for American Sign Language (ASL).” VRI availability is not the same as OPI. It’s highly unlikely/impossible any vendor can offer all 150+ languages on Attachment I for VRI, when most vendors currently offer far fewer VRI languages. Would you consider amending this clause to match current industry standards?</p>	<p>The top language for VRI has been amended to ASL.</p>
98.	<p>Referencing Attachment G, Technical Requirements, for the “Comply?, (Yes or No)” column, are the Offerors supposed to write either “Yes” or “No” in each cell or will the evaluation committee be making this determination/declaration?</p>	<p>The suppliers have to respond with a yes or no.</p>
99.	<p>Attachment G Technical Requirements states “Over-the-Phone, Video Remote Interpretation, and Document Translation Services to state or local government entities on a 365-days a year, 7-days a week, 24-hours a day basis.” While OPI is generally available in all languages 24/7/365, in the market currently, VRI is typically not available 24/7/365, except for possibly a few high use languages. Would you consider amending this statement to better match the current availability of VRI?</p>	<p>See answer 97.</p>

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100.	<p>Attachment G Technical Requirements, and Connection and Connective Time has extensive requirements for connect times to the OPI platform and requirements for interpreters and telephonic interpreting. However, the RFP requests very little detail on VRI services, such as VRI fill rates during scheduled hours, hours of availability for the range of VRI languages, general platform responses, encryption, languages offered, OS (operating system) compatibility and many other important metrics for VRI platforms that are critical for organizations to take into consideration prior to purchasing VRI services.</p> <p>Would you consider amending the bid to get more relevant responses for VRI services, since requirements and metrics for it are different from telephonic interpreting?</p>	<p>VRI has been included and specific questions have been added on attachment G</p>
101.	<p>In Operational Information, Specification 4C, HIPAA. While the RFP states that it is not for medical interpreting, we note you specify HIPAA compliance but do not specify any type of encryption, which is a core component of compliance for Video Interpreting.</p> <p>Would you amend to require such encryption?</p>	<p>See answer 39.</p>
102.	<p>The Globally Recognized Standard for Translation Services, ISO 17100:2015, mandates a minimum of two qualified linguists for each translation project, as translator and copy editor. Will this be required as best practice?</p>	<p>This will be the acceptable policy.</p>
103.	<p>Do you have anticipated translation volumes based on NASPO user requests?</p>	<p>See answer 58.</p>
104.	<p>Referencing Attachment H, Historical Usage Data:</p> <ul style="list-style-type: none"> o Does the numerical data reflect minutes interpreted per language? o If not, what? o What is the time period for the historical usage data, i.e. 2017, 2018 Q1-Q3 or some other period of time? o What's the significance of the yellow highlighted cells? 	<p>Yes</p> <p>-</p> <p>The data reflects one year of OPI service</p>

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105.	<p>In SOW B, 9 Cost shall be submitted as a cost per minute as detailed in Attachment C, for On-Demand Remote Interpreting (OPI and VRI), and as a cost per Word for Document Translation, and shall include all cost components. We note that no fees are mentioned of any kind as being allowed in general, and specifically for VRI services. Many governmental agencies seek to add ASL for ADA compliance broadly as a primarily defensive action against potential lawsuits, but generate no usage and revenue other than fee revenue.</p> <p>Would you consider allowing reasonable fees for VRI accounts either as monthly minimums or fixed monthly or annual software license amounts to accommodate such likely broad adoption of Compliance accounts under this contract?</p>	<p>All fees should be built into your bid.</p>
106.	<p>Section 6. “Submission” on page 8 of the RFP document provides a mailing address for submission and states “Proposals submitted by facsimile, or other electronic means, will not be accepted.”</p> <p>However, in Section 2.10 Proposal Submission Instructions, on page 17, Section B. “Proposals may be submitted 1 of the following ways as described below: (1) Hard Copy Responses or (2) Electronic Responses (SPD’s E-procurement System eProNM)”.</p> <p>Please clarify as to whether we may submit a response electronically only or must submit a hard copy as well.</p>	<p>See answer 72.</p>
107.	<p>A due date was not provided in either the RFP instructions or on the templates for our references to provide, the templates just state “change this date”.</p> <p>What is the due date of the letters of reference?</p>	<p>Questionnaires submissions are required prior to the proposals’ due date, which is amended to be March 22, 2019.</p>
108.	<p>What is definition of “most advantageous”? (p. 9 section 8)</p>	<p>There isn’t a citable definition. Here is the statute from the New Mexico Procurement Code:</p> <p>Section 13-1-117 NMSA 1978 Competitive sealed proposals; award.</p> <p>The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to the</p>

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		state agency or a local public body, taking into consideration the evaluation factors set forth in the request for proposals.
109.	Must telephonic interpretation services bids include VRI?	No, unless you bid on Combined Services for Over-the-Phone and Video Remote Interpretation 4a through 4e.
110.	Section 7 page 25: Does service testing number and other info need to be included in proposal, or will we provide it if selected as a finalist?	Offerors must provide a toll free number. See Service Testing on page 25 of the RFP.
111.	What languages will be used in the test calls?	We plan to use Spanish.
112.	How will test calls be scheduled and executed? Will they come from New Mexico and be within New Mexico business hours?	See answers 7 and 22.
113.	Confidentiality Statement: May we use our own if it mirrors all requirements of NASPO's?	Yes.
114.	Are 10 most requested languages from New Mexico only, or all users? Is it possible that translation and OPI volume is combined in the attachment showing volume per state?	These languages were defined by the sourcing team and research conducted. Attachment H is 100% OPI. And amended in amendment #1 to: "Most frequently used languages" means Spanish plus the top twelve (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian) frequently used languages within each Participating State to be identified on each state's Participating Addendum.
115.	Page 32, #4: This is a new requirement from previous RFP. Why has it been added? Does NASPO intend for languages like Tigrinya to be staffed at call center 24/7? Can we propose something different that solves technical issues that led to this requirement?	The top languages have been amended to the following: "Most frequently used languages" means Spanish plus the top twelve (Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian) frequently used languages within each Participating State to be identified on each state's Participating Addendum.

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116.	Page 69, #3 and #4: How often were these penalties assessed under current contract, and what was total amount assessed in penalties?	These penalties are assessed at the state level, and escalated to the Lead State if the contractor did not resolve the issue(s).
117.	Page 4 states that there is a 0.25% administrative fee (detailed in Attachment A) which must be incorporated into our base pricing. Page 39 (Attachment A) defines this further saying that the contractor will pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025). Attachment J states on page 89 that “all contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of one percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). Please clarify which fee is correct or if these are separate fees.	NASPO is to be paid .25% of all sales resulting from the Master Agreement(s). Each state will be paid their admin fee, if applicable, for all sales made based off that state’s Participating Addendum. For example, New Mexico’s admin fee is 1%. (Equaling a total of 1.25% paid to NM[1%] and NASPO[.25%.]) Some states are required to add the additional fees and some states do not have fees per their rules and regulations.
118.	The RFP states on page 17 that: “proposals may be submitted 1 of the following ways as described below: (1) Hard Copy Responses or (2) Electronic Responses (SPD’s E-procurement System eProNM).” Under the instructions for Electronic Responses on page 18, the language states that “If you submit your response through our electronic procurement system, submit the required hard copy(ies) of your proposal to the physical address indicated in 2.10.” Please confirm if bidders will be required to submit both an online and mailed response, or if the State of New Mexico prefers a certain method of response.	See answer 72.
119.	The document translation pricing sheet on page 57 lists spaces for per-word pricing only. However, for small projects, it can be necessary to charge a flat minimum fee rather than a per-word fee. Can we submit this minimum rate in our pricing submission?	The RFP has been amended to reflect this common request. See revised attachment C.
120.	We are gathering our business references and one of our clients is an On-Site client only. We do not provide OPI or document	“in-person” in this case does not mean in-person interpretation. It is to let you know that you may be

RFP 90-000-18-00003 On-Demand Remote Interpreting (OPI and VRI) and Document Translation – Questions and Answers

	<p>translation to this client. I noticed on page 5 of the Solicitation # 90-000-18-00003 it was mentioned that Services performed in relation to the resulting Master Agreement may require in-person meetings from time to time, or as outlined in individual state Participating Addendums. Can we still use this client as a reference?</p>	<p>required to travel for business meetings to discuss the contract. Please provide references relative to the service(s) you are proposing.</p>
121.	<p>Point 1.3: We are not in New Mexico, but in Alabama. May we still bid on this contract and expect to be considered?</p>	<p>Yes, the resulting contracts will be available for other states to utilize.</p>
122.	<p>Point 1.4: The question asks if we are a small business having an average volume for the preceding 3 years of \$1.5Million. Does this mean that in each of these years, our sales do not exceed \$1.5M, which would then result in an average sales of \$1.5M or LESS, for the past 3 years? My concern is that this means a total of \$1.5M in sales for the three years...</p>	<p>Please clarify. We do not see this requirement as stated in your question.</p>
123.	<p>Attachment G: Invoicing is done per minute via industry standard. Are you able to amend the Invoicing procedure to reflect industry standard?</p>	<p>No. The current contract requires billing of 1/10th of a minute which allows the Participating States to have more accurate reporting of the contract use and to realize cost savings billing per minute would not allow.</p>

Attachment M
Example Stand Alone HIPAA Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into between the **New Mexico Human Services Department** ("**HSD**" or "Department") and **Contractor**, hereinafter referred to as "Business Associate", in order to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), including the Standards of the Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR Parts 160 and 164.

BUSINESS ASSOCIATE, by this BAA has agreed to provide services to, or on behalf of the HSD that may involve the disclosure by the Department to the Business Associate of Protected Health Information.

THE PARTIES acknowledge HIPAA, as amended by the HITECH Act, requires that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all Protected Health Information which the Department may disclose to the Business Associate, or which may be created or received by the Business Associate on behalf of the Department.

I. Definition of Terms

- A. Breach. "Breach" has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.
- B. Business Associate. "Business Associate" shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.
- C. Department. "Department" shall mean in this agreement the **State of New Mexico Human Services Department**.
- D. Individual. "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502 (g).
- E. HIPAA Standards. "HIPAA Standards" shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:
 - 1. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and .
 - 2. Breach Notification Rule. "Breach Notification Rule" shall mean the Notification in the case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subparts A and D
 - 3. Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:
- F. Security Standards. "Security Standards" hereinafter shall mean the Standards for the

Protection of Electronic Protected Health Information at 45 CFR §164.306.

- G. Administrative Safeguards. "Administrative Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
- H. Physical Safeguards. "Physical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
- I. Technical Safeguards. "Technical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
- J. Policies and Procedures and Documentation Requirements. "Policies and Procedures and Documentation Requirements" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.316.
- K. Required By Law. "Required By Law" shall have the same meaning as in 45 CFR §164.103.
- L. Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.
- M. Covered Entity. "Covered Entity" shall have the meaning as the term "covered entity" defined at 45 CFR §160.103, and in reference to the party to this BAA, shall mean the State of New Mexico Human Services Department.

N. MAD. "MAD" shall mean the Medical Assistance Division of HSD.

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Standards. All terms used and all statutory and regulatory references shall be as currently in effect or as subsequently amended.

II. Obligations and Activities of Business Associate

- A. General Rule of PHI Use and Disclosure. The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this BAA, provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.
 - 1. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.
 - 2. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the "minimum necessary," as set forth in the HIPAA Standards.
 - 3. The Business Associate agrees to use or disclose only a "limited data set" of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and, except where a "limited data set" is not practicable in order to accomplish those activities.
 - 4. Except as otherwise limited by this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5. Except as otherwise limited by this BAA, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 6. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.5020).
 7. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.
- B. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with Subpart C of 45 CFR Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this BAA. Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.
- C. Restricted Uses and Disclosure. The Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction that has been communicated to the Business Associate.
1. The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. § 164.502 (a)(5)(ii)(B)(2).
 2. Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.
- D. Agents. The Business Associate shall ensure that any agents that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 CFR § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate's contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.
- E. Availability of Information to Individuals and the Department Business Associate shall provide, at the Department's request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business

Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.

- F. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department's obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.
- G. Internal Practices. Business Associate agrees to make internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary's determining the Department's compliance with the Privacy Rule.
- H. PHI Disclosures Recordkeeping. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.
- I. PHI Disclosures Accounting. Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- J. Security Rule Provisions. As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)], the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the above cited sections that are designated as "addressable" as such are made applicable to Business Associates pursuant to the HIPAA Standards.
- K. Civil and Criminal Penalties. Business Associate agrees that it will comply with the

HIPAA Standards as applicable to Business Associates, and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.

- L. Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out the Department's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.
- M. Subcontractors. The Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 CFR § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate's contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

III. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of HSD/MAD for related projects between the Business Associate and HSD/MAD. Business Associate will be reviewing data for CMS Medicare Cost Reporting, specifically Disproportionate Share Hospital reimbursement. The Business Associate may not use or disclose PHI received or created pursuant to this Agreement, except as follows:

- A. Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited by this Agreement, Business Associate may disclose PHI where the disclosures are Required By Law, or Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose of which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.5020(1).
- D. MAD shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by MAD.

IV. Business Associate Obligations for Notification, Risk Assessment, and Mitigation

During the term of this BAA, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

Notification

- A. Business Associate agrees to report to the Department's BAA Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this BAA, and HIPAA Standards, including breaches of unsecured PHI as required by 45 CFR § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.
- B. Business Associate shall provide the Department with the names of the individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it, and shall also provide such assistance and further information as is reasonably requested by the Department.

Risk Assessment

- C. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 CFR § 164.402 based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.
- D. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which Business Associate or one of Business Associate's employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content and method of notice, and shall receive the Department's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

Mitigation

- E. In addition to the above duties, in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by

the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.

- F. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c)

Notifications to Clients

- G. Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of a State or jurisdiction, Business Associate shall, if requested by the Department, notify prominent media outlets serving such location(s), following the requirements set forth in 45 CFR §164.406.

V. Obligations of the Department to Inform Business Associate of Privacy Practices and Restrictions

- A. The Department shall notify Business Associate of any limitation(s) in the Department's Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.

VI. Term and Termination

- A. Term. This BAA is in effect until terminated with a 60 day written notice from either party, except that obligations of Business Associate under this BAA related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.
- B. Disposition of PHI upon Termination. Upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI in its possession, and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon consideration and mutual agreement of the Parties that return or destruction of the PHI

is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder.

- C. If Business Associate breaches any material term of this BAA, the Department may either:
1. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this BAA without liability or penalty in accordance with this Termination section, if Business Associate does not cure the breach within the time specified by the Department; or,
 2. immediately terminate this BAA without liability or penalty if the Department determines that cure is not reasonably possible; or,
 3. neither termination nor cures are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at Law, in equity, or under this BAA, nor does it lessen Business Associates responsibility for such breach or its duty to cure such breach.

VII. Penalties and Training

Business Associate understands and acknowledges that violations of this BAA may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

VIII. Miscellaneous

- A. Interpretation. Any ambiguity in this BAA, or any inconsistency between the provisions of this BAA, shall be resolved to permit the Department to comply with the HIPAA Standards.
- B. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- C. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this BAA unlawful or unenforceable, or which materially affects any financial arrangement contained in

this BAA, the parties shall attempt amendment of this BAA to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the BAA pursuant to its termination provisions.

- D. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- E. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this BAA available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate's performance under this BAA, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.
- F. Additional Obligations. The Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

IN WITNESS THEREOF, the parties hereto separately acknowledge this Business Associate Agreement.

Using Entity:

By: _____ Date: _____
Cabinet Secretary or Authorized Signature Designee

Approved as to form and legal sufficiency:

By: _____ Date: _____
Office of General Counsel

BUSINESS ASSOCIATE:

By: _____ Date: _____

Title: _____