**Thurrock Council Service Specification**

**Translation, Interpretation & Transcription Services**

**PS-2019-214**

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1. **INTRODUCTION AND BACKGROUND**
   1. Thurrock Council (the Council) is seeking to establish a framework of up to three Providers to deliver high quality, cost effective and efficient Translation, Interpretation and Transcription Services.
   2. As the ethnic profile of Thurrock continues to become increasingly diverse, demand for the Service is growing, requiring additional resource to meet that demand.
   3. The Council currently receives approximately 302 requests annually for the provision of the services.
   4. The current most requested languages are listed below, in order of request rate:

* Pashto
* Farsi
* Persian / various dialects
* Tigrinya
  1. The Council aims to launch a volunteer based in-house translation and interpretation service, which is proposed to commence in September 2019. The initiative will utilise staff fluent in the 12 main languages required by service users. As a result of this initiative it is anticipated that levels of demand for the Provider’s Services may decrease over time.

1. **THURROCK COUNCIL PRIORITIES**
   1. The Council’s Vision and Priorities are set out below:

|  |
| --- |
| **Our vision and Priorities:**   * **People** - a borough where people of all ages are proud to work and play, live and stay * **Place** - a heritage-rich borough which is ambitious for its future * **Prosperity** - a borough which enables everyone to achieve their aspirations |

1. **CONTRACT TERM**
   1. The Contract term will be three years with the option to extend for a further two years, in one year increments.
2. **SERVICE DETAILS**
   1. ***Service Overview***
      1. The Council intends to appoint multiple Providers to deliver Translation, Interpretation and Transcription Services. The Service shall include:

* Verbal and Non-verbal Face-to-Face Interpretation Services through the use of a Linguist in physical attendance;
* Verbal and Non-verbal Video Interpretation Services through the use of virtual, video and audio technology;
* Verbal and Non-verbal Translation and Transcription Service;
* Telephone Interpretation Services allowing the conversion of spoken languages from one to another via the use of a Linguist over the telephone;
  1. ***Interpretation***
     1. The Provider shall deliver verbal and non-verbal Face-to-Face Interpretation Services that facilitate the conversion of spoken languages from one to another and the communication between deaf-blind, deaf and/or hard of hearing Service Users and hearing individuals via the use of a Linguist in physical attendance, allowing listeners and speakers to understand one another.
     2. To accommodate the varying needs of the Service User(s), various interpretation Services will be required including, but not limited to:

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| --- | --- |
| * British Sign Language (BSL) * Foreign Sign Language * Lip Speaking * Deaf Relay * Sign Supported English * Visual Frame | * Hands on or Manual Signing * Finger Signing * Speech-to-text * Cued Speech * Makaton |

* + 1. In addition to face to face and video Interpretation, the scope will include telephone interpretation services allowing the conversion of spoken languages from one to another via the use of a Linguist over the telephone allowing listeners and speakers to understand one another.
    2. Additionally, the Provider shall supply on request verbal and non-verbal virtual and video interpretation services that facilitate the conversion of spoken languages from one to another and the communication between deaf-blind, deaf and/or hard of hearing Service Users and hearing individuals via the use of virtual, video and audio technology - thus allowing listeners and speakers to understand one another.
    3. The Provider shall have in place a facility to record telephone interpretation sessions at the Council’s request.
  1. ***Translation***
     1. The Provider shall supply on request by the Council verbal and non-verbal translation and transcription Services that provide facilities to:
* translate or arrange for written material to be translated from one language to another as text
* transcribe audio files, tapes and other electronic media into written and/or electronic text documents in the same or different languages
* transcribe written documents and/or electronic media into alternative formats such as but not limited to Braille, Easy Read, Audio and Large Print
* review and revise previously transcribed material
  1. ***Service Requirements***
     1. The Provider will deliver a professional and comprehensive Translation, Interpretation and Transcription Service that offers a timely and effective Service to the Council and residents. Standards will be high quality, measureable and responsive.
     2. The Service will operate 365 days per year, between the core hours of 07:00 - 19:00 Monday to Sunday (excluding bank holidays), with an Out of Hours’ Service (including bank holidays) providing urgent and/or emergency responses at all other times.
     3. The Provider will have credible and demonstrable access to a ‘pool’ of professional Linguists as required to meet demand.
     4. The Service will include alternative communication where required by the Council, including various forms of signing, lip speakers, Braille, large print and audio capabilities.
     5. The Service shall provide for the translation and transcription of documents to include but not limited to, client letters, publications, website information, leaflets and medical records.
     6. Where required, the Provider shall provide general support to Council staff in relation to the general procedural framework and how best to work with interpreters to ensure optimal utilisation of the Service.
     7. The “Mandatory Languages” as defined within Appendix 2C detail the range of Languages currently known to be spoken within Thurrock. However, as the demographic profile continues to change, the Provider shall demonstrate a flexible approach to facilitating requests for additional Languages as required. The Provider shall commit to supplying Linguists to meet the Mandatory Language requirements from commencement of Contract.
     8. The Mandatory Languages have been broken down further into “Core” and “Rare” Languages which is indicative of the anticipated frequency of demand.

1. **BOOKING ASSIGNMENTS**
   1. ***Framework Structure***
      1. Providers will be ranked according to the scores received at Tender stage, the higher the score achieved by the Provider, the higher the Provider’s rank will be on the framework.
      2. Individual bookings will be made to the highest ranking Provider that can meet the needs of the Service User. As the needs of the Service User will also be considered before making the booking, there is no guarantee that the highest ranking Provider will be awarded the booking.
   2. ***Process***
      1. The Provider will offer the Council a range of 24 hour booking facilities to book Assignments, such as (but not limited to) email, telephone (non-premium rate) and internet.
      2. Urgent and pre-arranged bookings shall be accommodated, where possible.
      3. The Provider shall ensure adequate mechanisms are in place, to ensure the provision of Urgent and Emergency bookings can only be booked by the Authorised Officer and any other named individual as defined during the implementation of this Contract.
      4. The Provider will ensure arrangements are in place to support Staff throughout the booking process, including helpdesks, user manuals, web-based support and language cards.
      5. Regardless of the booking method used, the Provider will ensure that the following information (as a minimum) is captured when the Council makes a booking:

|  |  |
| --- | --- |
| * Service and/or language required (including source and target language where applicable) * Date and time of booking * Date and time the Assignment needs to be undertaken/completed by * Anticipated duration of the Assignment * Nature and purpose of the Assignment (e.g. children social care interview, housing marketing collateral etc.) * Level of Linguist required | * Turnaround time * Authorisation and/or personalisation codes (where applicable); * Cost code * Name and contact details of the Council Staff member, Service and Directorate making the booking Location of the Assignment * Named Linguist (if requested) * Format and delivery of completed assignment material |

* + 1. Plus in certain circumstances
* Additional requests (including minimum qualifications, experience and security vetting of Linguists)
* Name of Council Staff attending the Assignment (if different to the above)
* Name, pin-code and/or reference number of Service User requiring the booking (where applicable)
* Any specific instructions (for example, gender or name of interpreter required, Service User religion/ethnic background/culture/sensitivities)
  + 1. The Provider shall construct a standardised booking template to capture the above information.
    2. All assignments should be booked in multiples of 30 minute slots.
    3. The Provider will ensure that all bookings made by the Council are logged accurately and completely onto a centralised booking system prior to the Provider allocating the work to a Linguist. Each booking will be given a unique reference number by the Provider to ensure that the booking can be easily identified and traced.
    4. The Provider shall propose a method and means for the amendment of bookings after confirmation.
    5. Once full details are obtained from the Council regarding the booking, the Provider will match and allocate an appropriate Linguist to the requirement by taking into account all requirements set out
    6. The Provider shall supply the Council full details of the confirmed assignment once booked, including name and level of Linguist, Linguist location[[1]](#footnote-1), date, time and location of booking and unique reference number. Where requested by the Council, the Provider will also include a photograph of the Linguist on their booking confirmation to assist in the identification/verification process.
    7. For Assignments outside of Thurrock boundaries, the Council reserves the right to reject a Linguist where the Linguist location is such that the envisaged travel expenses will be unfeasibly high.
  1. ***Response Times***
     1. The Provider shall deliver Interpretation services within the response times set out below:

| **Booking Request** | **Interpretation Service** | **Turnaround Time** | **Booking Confirmation** |
| --- | --- | --- | --- |
| **Level 1 - Emergency bookings**  (less than 3 hours’ in advance) | Face-to-Face & Video | Linguist to be present at required venue or available remotely via video link within 3 hours of initial booking | Within 1 hour of booking |
| Recorded Video | Linguist to either:   * be present in person or remotely via video link at a required location within 3 hours of initial booking, or * return requested Interpreted material to a required venue within 3 hours’ of initial booking | Within 1 hour of booking |
| **Level 2 - Emergency bookings**  (3 to 24 hours in advance) | Face-to-Face & Video | Linguist to be present at a required venue or available remotely via video link within 3 hours to a maximum of 24 hours of initial booking | Within 1 hour of booking |
| Recorded Video | Linguist to either:   * be present in person or remotely via video link at required location within 3 hours to a maximum of 24 hours of initial booking, or * return requested Interpreted material to a required venue within 3 hours to a maximum of 24 hours’ after initial booking | Within 1 hour of booking |
| **Level 3 - Urgent bookings**  (24 to 48 hours’ in advance) | Face-to-Face & Video | Linguist to be present at required venue or available remotely via video link at the booked Assignment time | Within 1 hour of booking |
| Recorded Video | Linguist to either:   * be present in person or remotely via video link at required location within 24 hours to a maximum of 48 hours of initial booking, or * return requested Interpreted material to a required venue within 24 hours to a maximum of 48 hours’ after initial booking | Within 1 hour of booking |
| **Level 4 - Urgent bookings**  (48 hours’ to 3 working days in advance) | Face-to-Face & Video | Linguist to be present at required venue or available remotely via video link at the booked Assignment time | Within 1 hour of booking |
| Recorded Video | Linguist to either:   * be present in person or remotely via video link at required location within 3 working days of initial booking, or * return the requested Interpreted material to required venue within 3 working days of initial booking | Within 1 hour of booking |
| **Level 5 - Non-Urgent bookings**  (3 to 5 working days in advance) | Face-to-Face & Video | Linguist to be present at required venue or available remotely via video link at booked Assignment time | Within 24 hours of booking |
| Recorded Video | Linguist to either:   * be present in person or remotely via video link at a required location within 5 working days of initial booking; or * return requested Interpreted material to required venue within 5 working days of initial booking | Within 24 hours of booking |
| **Level 6 - Non-Urgent bookings**  (5 to 10 working days in advance) | Face-to-Face & Video | Linguist to be present at a required venue or available remotely via video link at the booked Assignment time | Within 24 hours of booking |
| Recorded Video | Linguist to either:   * be present in person or remotely via video link at a required location within 10 working days of initial booking or * return the requested Interpreted material to a required venue within 10 working days of initial booking | Within 24 hours of booking |

* + 1. The Provider shall deliver Translation and Transcription services within the response times set out below:

|  |  |  |
| --- | --- | --- |
| **Booking Request** | **Response Time** | **Booking Confirmation** |
| **Emergency bookings**  (24 hours’ or less in advance) | Material to be completed and delivered to the Council as soon as possible or within the timescales specified. | Within 1 hour of the initial booking |
| **Urgent bookings**  (between 24 hours’ and 3 working days in advance) | Material to be completed and delivered to the Council as soon as possible or within the timescales specified. | Within 3 hours of the initial booking |
| **Non-Urgent bookings**  (more than 3 working days in advance) | Material to be completed and delivered to the Council as soon as possible or within the timescales specified. | Within 1 day of the initial booking |

* + 1. Timescales for delivery of translated/transcribed material is most likely to be dependent on the document, its size and the Councils’ urgency.

1. **SAFEGUARDING**
   1. In addition to the requirements set out in this section, the specific clauses with the standard terms and conditions of the contract with regard to safeguarding will apply.
   2. The Provider will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers that work in a Regulated Activity. The Councils Contract Terms and Conditions sets out the Provider’s obligations in this respect.
   3. Council Staff will identify any specific requirements and/or sensitivities associated with an Assignment and/or Service User and will advise the Provider accordingly as part of the booking process. Such requirements and/or sensitivities may include (but will not be limited to) gender, health or cultural or religious issues. The Provider will ensure they provide a Linguist which complies with the requirements and/or sensitivities in order to support the Council in their obligations under the Equality Act 2010.
   4. In the event that the Provider fails to provide a Linguist which complies with the requirements and/or sensitivities specified by the Council during the booking process, the Council will be required to cancel the Assignment at no cost to the Council.
   5. The Provider will ensure all staff working with vulnerable Service Users have enhanced Disclosure and Barring Service (DBS). In addition, a specific check is to be carried out to ensure the individual is not on the list of those barred from working with children and adults.
2. **STAFF** 
   1. ***General*** 
      1. The Provider shall recruit/provide suitable and appropriately competent and qualified staff to deliver the service, and that regular supervision and appraisal takes place.
      2. Where Linguists are required to undertake an Assignment off-site, the Provider shall ensure that all Linguists possess and wear identification badges which display their full name and a clear photograph.
   2. ***Training***
      1. The Provider will ensure that Linguists are suitably qualified and trained to various different levels, dependent on the nature of each Assignment. The Provider will be advised during the booking process the minimum level of qualifications, training and experience required for each Assignment.
      2. In relation to the provision of Verbal and Non-verbal Translation and Transcription Services, inclusive of Telephone Translation and Transcription, it is anticipated that the Council will require the Provider to ensure that Linguists are fully qualified translators that meet one or all of the following standards:

* Qualified membership status of a relevant professional body such as (but not limited to) the Charter Institute of Linguists, the Institute of Translating and Interpreting) or;
* Hold a recognised degree, higher degree or postgraduate qualification in a relevant language and/or translation;
  + 1. All Linguists provided shall furthermore:
* Have verifiable experience as a professional translator;
* Have demonstrable experience that they have translated a minimum number of words of a similar content to that which they have specified they have a specialism in (for example, legal, medical and/or planning applications).
  + 1. In relation to the provision of Verbal Interpretation Services, including Face-to-Face and video interpretation, it is anticipated that the Council will require the Provider to ensure that linguists meet one or all of the following standards within each of the respective levels as defined within the table below:

|  |  |
| --- | --- |
| **Linguist Level** | **Qualifications, Experience and Training Required** |
| **Level 1** | **It is envisaged Linguists at this level will be required in legal and criminal related Assignments, including (but not limited to) court cases, custodial interviews and criminal investigations.**  Linguists at this level as minimum will be required to:   * Be registered as a Full Member with the National Register of Public Service Interpreters (NRPSI) or equivalent; * Hold a Diploma in Public Service Interpreting (DPSI), or, an equivalent qualification deemed acceptable by the Chartered Institute of Linguists, Interpreters and Translators Institute and/or any other professional body as may be deemed appropriate; * Have more than 400 hours’ of proven public sector interpreting experience undertaken in the UK, or equivalent experience as may be appropriate; * Have documented evidence of language specific training and/or continued professional development within the last 12 months.   Note: if it is not possible to source a Linguist from the NRPSI register (for example because the language required is rare), the Linguist may be sourced from another reliable list as specified by the Council. Such lists may include (but is not limited to) the Association of Police and Court Interpreters (APCI) or the Institute of Translation and Interpreting (ITI). It is, however, essential that any Linguist sourced from another list should meet standards at least equal to those required for registration with NRPSI in terms of academic qualifications or proven experience and professional accountability. |
| **Level 2** | **It is envisaged Linguists at this level will be required in social care and health related Assignments, where vulnerable Service Users may be concerned.**  Linguists at this level as minimum will be required to:   * Hold a Diploma in Public Service Interpreting (DPSI), or, an equivalent qualification deemed acceptable by the Chartered Institute of Linguists, Interpreters and Translators Institute and/or any other professional body as may be deemed appropriate; * Have more than 400 hours’ of proven public sector interpreting experience undertaken in the UK, or equivalent experience as may be appropriate; * Have documented evidence of language specific training and/or continued professional development within the last 12 months. |
| **Level 3** | **It is envisaged Linguists at this level will be required in social care and health related Assignments, where Level 2 Linguists (see above) are not available.**  Linguists at this level as minimum will be required to:   * Hold a Diploma in Public Service Interpreting (DPSI), or, an equivalent qualification deemed acceptable by the Chartered Institute of Linguists, Interpreters and Translators Institute and/or any other professional body as may be deemed appropriate; * Have documented evidence of ongoing and developing experience of public sector interpreting in the UK, but not yet 400 hours’ worth of experience; * Have documented evidence of language specific training and/or continued professional development within the last 12 months. |
| **Level 4** | **It is envisaged Linguists at this level will be required in day-to-day, business as usual Assignments, with no real sensitivities attached. It is furthermore likely that most ‘rare’ language Assignments will require this level of Linguist.**  Linguists at this level as minimum will be required to:   * Hold the Cambridge Proficiency in English, or, an equivalent qualification deemed acceptable by the Chartered Institute of Linguists, Interpreters and Translators Institute and/or any other professional body as may be deemed appropriate; * Have more than 100 hours’ of proven public sector interpreting experience undertaken in the UK, or equivalent experience as may be appropriate; * Have documented evidence of language specific training and/or continued professional development within the last 12 months. |
| **Level 5** | **It is envisaged Linguists at this level will be required in day-to-day, business as usual Assignments, where Level 4 Linguists (see above) are not available.**  Linguists at this level as minimum will be required to:   * Hold a Diploma in Community Interpreting or, an equivalent qualification; * Be native in a foreign language with a demonstrable command of spoken and written English, or native in English with a demonstrable command of spoken and written skills in a foreign tongue; * Have documented evidence of some experience of public and/or private sector interpreting in the UK. |

* + 1. In addition to the minimum standards outlined in the table above, the Council may, from time to time, request that Linguists have:

|  |  |
| --- | --- |
| * Association of Interpreters and Translators (AIT) Assessment * Association of Police and Court Interpreters (APCI) * BA Hons in Interpreting and Translation; and/or a Specific Language * Certificate in Bilingual Skills (CBS) * City & Guilds Interpreting Course * Community Interpreting Levels 1, 2 and 3 * Diploma in Interpreting & Translating * Diploma in Police Interpreting * DPSI Oral & Written; and/or Oral Only * Home Office Approved and Assessed Interpreter * MA in Interpreting; Translation; and/or Interpreting and Translation | * Membership with the Chartered Institute of Linguists (CIOL) * Membership with the Institute of Translation and Interpreting (ITI) * Metropolitan Police Test * NRPSI Full Status Registrant Listed in Local Government, Law, Health or Other Sections * NRPSI Interim Status Registrant Listed in Local Government, Law, Health or Other Sections * NRPSI Limited Assessment Category Registrant * NRPSI Rare Language Registrant * NVQ Level 3 |

* + 1. In relation to the provision of Non-Verbal Interpretation Services, including Face-to-Face and video interpretation, and notwithstanding Clause 8.1 above, it is anticipated that the Council will require the Provider to ensure that linguists are provided that meet one or all of the following standards within each of the respective levels as defined within the table below:

|  |  |
| --- | --- |
| **Linguist Level** | **Qualifications, Experience and Training Required** |
| **Level 1** | Linguists at this level as minimum will be required to be registered as a Member with:   * The National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD); or * The Scottish Association of Sign Language Interpreters (SASLI);   OR  Have an equivalent qualification (and/or speeds where appropriate) and/or equivalent experience in the discipline required (see note below\*). |
| **Level 2** | Linguists at this level as minimum will be required to be registered as a Trainee with:   * The National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD); or * The Scottish Association of Sign Language Interpreters (SASLI);   OR  Have an equivalent qualification (and/or speeds where appropriate) and/or equivalent experience in the discipline required (see note below\*).  It is envisaged that Linguists under Level 2 above will only be required in less sensitive Assignments which are relevant to the Linguist’s level of competence, qualifications and experience. |
| \* Note: if it is not possible to source a Linguist from the NRCPD/SASLI register, the Linguist may be sourced from another reliable list as specified by the Council. Such lists may include (but is not limited to) the British Deaf Association (BDA), the Royal National Institute for Deaf People (RNID) or the Association of Sign Language Interpreters (ASLI). It is, however, essential that any Linguist sourced from another list should meet standards at least equal to those required for registration with NRCPD/SASLI in terms of academic qualifications or proven experience and professional accountability. | |

* + 1. In addition to the minimum standards outlined in the Table above, the Council may, from time to time request that Linguists have:

|  |  |
| --- | --- |
| * BA (Hons) in Interpreting (British Sign Language/English) * Certificate (various levels) and/or NVQ in Sign Language Interpreting (English and Irish) * Certificate (various levels) in Communicating with Deaf/Deaf-blind People * Certificate (various levels) in Lip Speaking * Certificate (various levels) in Note Taking * Certificate (various levels) in Speech-to-Text | * Institute of British Sign Language (IBSL) certificate (various levels) and/or NVQ in British Sign Language Interpreting * MA (Hons) in British Sign Language (Interpreting, Translating and Applied Language Studies) * Postgraduate Diploma in British Sign Language/English Interpreting and Translation * SLI Advanced Diploma in Interpreting and Translation: British Sign Language |

* + 1. On occasions where, the above list of Qualifications can either not be sourced or are inappropriate and/or are disproportionate to the nature of the Assignment, the Council may, at its sole discretion request the use of Linguist(s), where the chosen language is either the native language or primary/secondary spoken language of the Linguist to be assigned.
    2. The Provider shall note that the above listed Qualifications represent a non-exhaustive list that is indicative of the qualifications that may be requested. The Council reserves the right to request additional and/or alternative qualifications that are considered pertinent, proportionate and reasonable in the context of each individual Assignment.

1. **AWARD PROCESS**
   * 1. Providers will be ranked according to the scores received at Tender stage, the higher the score achieved by the Tenderer, the higher the Tenderer’s rank will be on the list.
     2. Individual bookings will be made to the highest ranking Tenderer that can meet the requirements of the service user.
2. **PARTNERSHIP WORKING AND DATA**
   1. ***Sharing information***
      1. The Provider will practice effective information sharing with partners within the guidelines set out in the local safeguarding procedures and within the remit of the Data Protection Act.
      2. The Provider will supply information about the performance of the service it provides and the terms and conditions of contract.
      3. The Provider will make available other information about its service, which the Council may from time to time require, provided that the information requested is relevant to the operation of the contract.
   2. ***Data Sharing***
      1. The Provider will sign up to the Thurrock Council Data Sharing Protocol.
      2. The Provider shall supply all information/data required by the Council within the timescales set out at the time, which will not exceed 45 calendar days, but may be required more urgently if there are legal or other constitutional requirements. There will be no charge made by the Provider for the provision of such information.
      3. At the end of the contract, or upon termination, whichever comes sooner the Provider will transfer all data / records, whether in paper or electronic format, back to the Council.
   3. ***Data Protection and Processing***
      1. The Provider will comply with all legislation and best practice regarding Data Protection, including the Data Protection Act 2018, GDPR and Council Policies, and any updates to these that come into force during the term of the contract.
      2. The Provider will ensure that it only sends confidential personally identifiable information to the Council and third party agencies via two specific methods of communication:
3. By hand to the receiver of the information if this is paper based – documents should not be posted and should be passed directly to a member of staff and not left at any reception desk
4. By using a secure data transfer application agreed by the Council
   * 1. Under no circumstances shall the Provider send personal and sensitive information to the Council or any other agency or Service via standard email. In cases where Council staff are not registered with this system the Provider must request that they gain access before sending information. Where the request is urgent and cannot wait for this to be put in place information must be provided verbally.
     2. Any deviation from this process will be viewed as a serious breach of this Contract.
     3. The Provider will collect and hold only relevant data under the ethos of ‘appropriate collection’.
     4. Where the Provider is collecting data in its own right i.e. not under the responsibility that the Council gives the Provider to act as data processors, it will register with the UK Information Commissioners Office (ICO) as a data controller.
   1. ***Consent and Confidentiality***
      1. The Provider will ensure:

* Information shared with other agencies is on a need to know basis or when required to do so under the law or for the purposes of the protection of the Service User or of the public
* Information is only shared when it is in the best interests of the individual
* Provider staff follow information sharing guidance in accordance with the principles of the Data Protection Act 2018, the GDPR Regulations (EU/2016/679) and/or subsequent legislation which may come into force
* Service User information is kept confidential except where there is a perceived or actual risk of harm which precludes this and/or it is required by law
* Records are kept up to date and secure and there is a records management policy in place
* Staff receive appropriate data protection training on a regular basis

1. **ENGAGEMENT AND FEEDBACK**
   1. ***Complaints and whistleblowing procedure***
      1. The Provider will maintain a documented complaints process. This will be readily available and publicised in a range of accessible ‘user friendly’ formats.
      2. As an outline, the procedure will be established on the basis of a three stage process. Stage 1 will be an informal discussion with a manager of the Service. Stage 2 will be a formal written complaint to the Provider, dealt with by another manager (other than the one that dealt with the stage 1 complaint) and stage 3 will be escalated to the most senior person within the organisation.
      3. The Council will inspect the Provider’s Complaints policy to ensure it is robust, and the Provider will supply regular summary reporting on complaints to the Council.
      4. The Provider will immediately report to the Council any complaints that reach a final stage of the process (stage 3).

* + 1. The Provider will establish a whistleblowing policy to allow staff to anonymously and confidentially report any concerns via an independent method, i.e. not through the management of the Service.

1. **PERFORMANCE MANAGEMENT**
   1. ***Contract Management and Monitoring***
      1. The Council will monitor the Contract by a variety of methods including but not limited to:

* Provider Self-Assessment, and verification of information submitted
* Provider /Council meetings
* Feedback from the Council and other involved parties (including Social Workers, Independent reviewing Officers, health and education Staff).

10.1.2 Should the Provider fail to meet the standards required at any point during the term of the contract, the Council will implement the performance management measures set out in Section 10.4.

* 1. ***Key Performance Indicators***
     1. The Provider shall provide data to evidence their performance against the Key Performance Indicators set out in Appendix 2A. These KPIs are set for the first year of the contract and will be used by the Council in monitoring the Provider’s performance. KPI data shall be submitted to the Council to the schedule as set out in the “Reporting Frequency” column.
     2. The list of KPIs is not exhaustive but is intended to give a good indicator to the Provider as to what will be measured going forwards. Some targets will be confirmed prior to contract commencement and some are new; therefore needing a baseline figure before targets can be set. At any time during the contract term the Council and the Provider may work together to incorporate suggest additional or amended KPIs and targets to better demonstrate performance against the Council’s objectives for the Service, as necessary.
     3. As standard, the Council will review both the performance against and the relevance of, the Key Performance Indicators on an annual basis and agree with the Provider any revisions of these in advance of the next contract year.
     4. If a Key Performance Indicator is not met during the period of the assessment then the Council may require the Provider to put together an action plan to address the issues within a timescale to be defined by the Council.
     5. If the Key Performance Indicator is still not met at the next Reporting Period, the Council reserves the right to terminate the contract in line with the contractual terms.
  2. ***Management Information***
     1. Additionally, the Provider shall supply data as requested by the Council’s Commissioner which will evidence further performance of service delivery. This data may not initially have a target figure, but may form part of the discussions and amendments to the list of Key Performance Indicators. Data required from the contract outset is listed at Appendix 2B: Management Information.

10.3.2 The Provider shall provide evidence to the Council, to demonstrate they have appropriate quality assurance procedures in place to enable them to provide evidence of compliance with the outcomes and indicators detailed in this specification.

* 1. ***Performance Issues, Suspension and Termination of the Contract***
     1. The Council will raise performance issues with the Provider verbally in the first instance. Unless the matter is immediately urgent (i.e. placing a Service User at risk) the Council will then follow up with detail in writing within 7 working days.
     2. The Council will advise the Provider of the timescale for resolution of the performance issue.
     3. In the event that the identified issues are not rectified within the timescale, the Council may exercise its right to suspend the Provider from receiving new Assignments until the identified issues are rectified.
     4. During this time the Council will provide a final deadline for resolution of issues and increase checks on the Provider. Failure to comply with the final request for resolution may result in the Council terminating the Provider’s contract.

1. **QUALITY ASSURANCE AND GOVERNANCE**
   1. ***Provider’s Quality Assurance***
      1. The Provider should develop a quality assurance process that sets out how issues and complaints are raised and resolved and how lessons can be learnt from them, and the process of self-audit on a regular basis to identify areas of strength and those that need to be improved.
   2. ***Required Records***
      1. The Provider will maintain files for each member of staff / volunteer with the following documentation:

|  |  |
| --- | --- |
| **Staff Files** | |
| * Application form * Details of interview process and scoring with any relevant tests that were set * Copies of identification * Copies of educational / professional body certification * Copies of training certificates * Evidence of right to work in the UK | * DBS reference number and date last undertaken Contract of employment * Details of induction undertaken * Details of training undertaken / planned with the Provider with dates, levels and accrediting bodies * Supervision notes * Records of sickness, leave and disciplinary issues |

1. **PRICE AND PAYMENT**
   1. ***Payments***
      1. The Provider may charge the Council for a 30 minute slot for Assignments fulfilled in 30 minutes or less. All fulfilled Assignments will be charged as a minimum of 30 minute slots.
      2. All rates to be charged shall not exceed those set out in the Provider’s Tender submission without prior approval from the Council.
      3. The Provider will not charge the Council for any Assignments where a Linguist has attended an Assignment and it is found that the Linguist does not meet any of the following requirements:

* does not to have the defined requirements of the Assignment i.e. in terms of qualifications, experience, sensitivities or security vetting checks
* does not to have correct and valid credentials that would allow them to legally work
* is identified as not being capable of carrying out the majority, most or all of the Assignment to the necessary standard
  1. ***Travel Costs***
     1. The Provider may submit to the Council travel expenses for journeys made by Linguists when required to attend Assignments beyond a distance of 10 miles outside of the Thurrock boundary.
     2. The Provider may submit to the Council travel expenses for journeys made in circumstances where the Provider will be required to source interpreters from beyond the maximum distance of 50 miles of the Thurrock area.
     3. The Provider shall demonstrate that the journey has been made using the most efficient method (time and cost) whether car or public transport.
     4. Mileage will be paid at £0.23p per mile and public transport will be paid at cost (economy class travel only) on presentation of properly receipted invoices.
     5. Subsistence payments will only be made in very exceptional circumstances, such as where an overnight stay is required for the Linguist. Requests for subsistence payments will therefore only be authorised if agreed in principle in advance by the Authorised Officer.
     6. Travel rates must be inclusive of Value Added Tax as standard.
  2. ***Late Arrival/Delivery Fee Reduction***
     1. Prompt attendance at Assignments or delivery of Translated material is vital to the Council. The Provider shall ensure that all linguists understand the importance of this and arrive in good time for their appointment. Should late arrival occur, this will result in a reduction of fees payable to the Provider as set out in the table below:

|  |  |  |
| --- | --- | --- |
| **Service** | **Late Arrival of Linguist or Delivery of Translated Material by Provider** | **Fee Reduction** |
| Interpretation Services (all) | From 15 minutes after scheduled time | 15% Reduction  (per 15 minutes) |
| Translation & Transcription  Services (Emergency and Urgent bookings only) | Up to 1 hour after scheduled time | 20% Reduction |
| Every 30 minutes between 1 hour and 4 hours | 10% Reduction  (per 30 minutes) |
| Over 4 hours | No Fee Payment |
| Translation & Transcription  Services (non-urgent) | After 5pm on the date requested for the next 24 hour period and each 24 period thereafter | 20% Reduction  (per 24 hour period) |

* 1. ***Assignment Cancellation by the Council***
     1. In some instances it will be necessary for the Council to cancel an Assignment with the Provider. The Provider and the Authorised Officer shall agree a process for cancellations upon implementation of the Service.
     2. If the Council does cancel an Assignment, the following fees will be paid to the Provider, dependent on notice period given (to the Provider). The cancellation fees are set out in the table below:

|  |  |
| --- | --- |
| **Cancellation Period** | **Cancellation by the Council** |
| Greater than 12 hours | No Fee Payable |
| Less than 12 hours | 20% Fee Payable |

* 1. ***Provider’s Failure to Supply a Linguist***
     1. For the avoidance of doubt, the Provider will not charge the Council for any Assignments that they cancel due to failure to provide a Linguist that is satisfactory to the Council.
     2. The Provider shall, propose a remedy to the Council, by way of this tender exercise, relating to situations where, a cancellation is made by the Provider within 12 hours of the Assignment booking time, and where a suitably qualified equivalent cannot be sourced to fulfil the requirement at the time required. Any such remedy should include that, the Provider will provide an alternative equally qualified linguist at a reduced rate to that of the quoted amount at the request of the Council.
     3. The Provider will, at the request of the Council, provide an alternative equally qualified linguist free of charge, as a remedy for non-attendance where no prior notification has been provided to the Council.

1. **SOCIAL VALUE**
   1. The Council has considered the implications of the Social Value Act 2012 within the remit of this Service. The Social Value Act requires public authorities to have due regard for economic, social and environmental wellbeing in connection with public service contracts.
   2. The Council’s Social Value framework is set out here:

[https://www.thurrock.gov.uk/Council-procedures-and-thresholds/social-values](https://www.thurrock.gov.uk/council-procedures-and-thresholds/social-values).

* 1. Therefore the Provider will deliver additional ‘added’ social value that benefits the community and the people who live within it.
  2. The Council expects the Provider to deliver Social Value initiatives such as:
* working in partnership with the Council and partners from the community and voluntary sector to identify volunteer community linguists in Thurrock
* providing training and development opportunities to volunteer community linguists and demonstrate a commitment to the continued professional development of all Linguists
* working with local partners to deliver a subsidised English for Speakers of Other Languages (ESOL) provision in Thurrock
* providing additional capacity to the Council’s community and voluntary sector through employer supported volunteering
* sourcing linguists locally to Thurrock wherever possible and reducing carbon emissions resulting from distance travelled by staff
  1. Tenderers will make proposals around these as part of their tender submission and once agreed by the Council, will become a contractual obligation for the Provider.

### APPENDIX 1 – KEY PERFORMANCE INDICATORS

Key Performance Indicators will be reviewed annually. Note that the reporting frequency in the table below will apply when placements are commissioned.

| **Objective** | **Description** | **Calculation** | **Target** | **Reporting Frequency** |
| --- | --- | --- | --- | --- |
| **Timeliness – bookings**  bookings confirmed to the Council within the required time | % Level 1 – 4 Interpretation Assignment bookings confirmed (either accepting or declining) within 1 hour of request | No. Level 1-4 Interpretation bookings confirmed within timescale divided by total no. level 1-4 requests | 100% | Quarterly |
| % Levels 5 or 6 Interpretation Assignment bookings confirmed (either accepting or declining) within 24 hours of request | No. Level 5-6 Interpretation bookings confirmed within timescale divided by total no. level 5-6 requests | 95% | Quarterly |
| % Emergency Translation/Transcription requests confirmed (either accepting or declining) within 1 hours of request | No. Emergency bookings confirmed within timescale divided by total no. Emergency bookings | 100% | Quarterly |
| % Urgent Translation/Transcription requests confirmed (either accepting or declining) within 3 hours of request | No. Urgent bookings confirmed within timescale divided by total no. Urgent bookings | 95% | Quarterly |
| % Non-urgent Translation/Transcription requests confirmed (either accepting or declining) within 1 day of request | No. Non-urgent bookings confirmed within timescale divided by total no. Non-urgent bookings | 95% | Quarterly |
| **Punctuality – Interpretation Services**  The Provider meets Turnaround times as requested by the Council | % Level 1 Emergency bookings attended within 15 minutes of the agreed time (within up to 3 hours) | No. Level 1 Emergency bookings attended within timescale divided by total no. Level 1 Emergency bookings | 80% | Quarterly |
| % Level 2 Emergency bookings attended within 15 minutes of the time requested (between 3 and 24 hours) | No. Level 2 Emergency bookings attended within timescale divided by total no. Level 2 Emergency bookings | 90% | Quarterly |
| % Level 3 Urgent bookings attended within 15 minutes of the time requested (between 24 and 48 hours) | No. Level 3 Urgent bookings attended within timescale divided by total no. Level 3 Urgent bookings | 95% | Quarterly |
| % Level 4 Urgent bookings attended within 15 minutes of the time/date requested (between 48 hours and 3 days) | No. Level 4 Urgent bookings attended within timescale divided by total no. Level 4 Urgent bookings | 95% | Quarterly |
| % Level 5 Non Urgent bookings attended within 15 minutes of the time/date requested (between 3 and 5 working days) | No. Level 5 Non-Urgent bookings attended within timescale divided by total no. Level 5 Non-Urgent bookings | 95% | Quarterly |
| % Level 6 Non Urgent bookings attended within 15 minutes of the time/date requested (between 5 and 10 working days). | No. Level 6 Non-urgent bookings attended within timescale divided by total no. Level 6 Non-Urgent bookings | 95% | Quarterly |
| **On Time Delivery – Translation/Transcription Services**  The Provider meets the delivery time for this service | % Emergency booking Translations/Transcriptions supplied to the Council within 24 hours | No. Emergency bookings supplied within timescale divided by total no. emergency bookings supplied | 95%  95% | Quarterly |
| % Urgent booking Translations/Transcriptions supplied to the Council within 3 working days | No. Urgent bookings supplied within timescale divided by total no. Urgent bookings supplied | 95% | Quarterly |
| % Non-Urgent Translations/Transcriptions supplied to the Council within the time specified in the booking request. | No. Non-Urgent bookings supplied within timescale divided by total no. Non-Urgent bookings supplied | 95% | Quarterly |
| **Customer Satisfaction**  High level of customer satisfaction recorded | % Assignments have a completed Customer Satisfaction Survey | No. assignments with completed Customer Satisfaction Survey divided by total no. assignments | 60% | Quarterly |
| % Completed Customer Satisfaction Survey where the average response is Good or Very Good | No. completed Customer Satisfaction Surveys that are good or very good divided by total no. completed Customer Satisfaction Surveys | 80% | Quarterly |
| **Low Level of Customer Complaints**  High quality service delivery | Number of complaints received about any aspect of the service per annum | N/A | < 5 | Quarterly monitoring, annual target |
| **Social Value**  TBC | TBC | TBC | TBC | Quarterly |

### APPENDIX 2 – MANAGEMENT INFORMATION

|  |  |
| --- | --- |
| **Management Information Requirements – Assignments Undertaken** | **Management Information Requirements – Contract Performance** |
| booking reference number; | The number and percentage of instances where Services and booking support is not available; |
| Date of booking; | The number and percentage of bookings filled within the required timescales; |
| Service and/or language required; | The number and percentage of bookings unfilled entirely (including reasons for any non-fulfilment); |
| Date/time of Assignment undertaken/completed; | The number and percentage of Assignments per Service and/or language; |
| Response time (i.e. emergency, urgent or non-urgent booking); | The number and percentage of unsuitable Linguists (in terms of qualifications, experience and/or security vetting) |
| Nature/purpose of the Assignment (for example, children social care interview, housing marketing collateral); | The number and percentage of instances where responses times have not been met (per language, Service and location where applicable); |
| Authorisation and personalisation codes (where applicable); | The number and percentage of cancellations made by the Council and/or the Provider (including reasons for any cancellations); |
| Cost codes/name and address where eventual invoices should be sent (where applicable); | The number of complaints received (including the number and percentage of complaints resulting in a satisfactory resolution); |
| Name and contact details of Council Staff, Service and Directorate making the booking; | The number and percentage of incorrect or late monthly invoices; |
| Name of Linguist undertaking the Assignment; | The number and percentage of incorrect or late management information. |
| Location of Assignment; | The number and percentage of Sub-Contractors, directly employed and freelance Linguist used (where applicable); |
| Total cost of the Assignment and any other costs as may be applicable; | *The number and percentage of Linguist, Council Staff and/or Service User non-attendance (including reasons for any cancellation);* \* |
| Volume of Assignment (for example, word counts, number of hours’ or minutes); | *The number and percentage of Linguist arriving late;* \* |
| *Name of the Council Staff attending the Assignment (if different to the above)\*;* | *The number and percentage of Linguist misconduct;* \* |
| *The number and percentage of Linguist timesheet inconsistencies\** |
| *Name of the Council Staff attending the Assignment (if different to the above)\*;* | *The number and percentage of Linguists supplied against each qualification and experience level (see Section 3.6 of this specification for further details) \*;* |
| *The number and percentage of call connection delays;* \* |
| *PIN-code and/or reference number of Service User attending the Assignment\*.* | *The number and percentage of call connection failures;* \* |
| *The number and percentage of accurate Assignments delivered (without errors); \** |
| *\* Please Note: This information will only be required as part of certain Assignments and/or upon request from the Council. The sharing of such information should remain compliant with the Data Protection Act 1998 (as amended) at all times.* | |

### APPENDIX 3 – MANDATORY CORE AND RARE LANGUAGES

|  |  |  |  |
| --- | --- | --- | --- |
| **Languages** | **Mandatory** | **Core** | **Rare** |
| Albanian |  |  |  |
| Arabic |  |  |  |
| Bengalese |  |  |  |
| Cantonese |  |  |  |
| Dari |  |  |  |
| Igbo |  |  |  |
| Lithuanian |  |  |  |
| Pashto |  |  |  |
| Polish |  |  |  |
| Portuguese |  |  |  |
| Punjabi |  |  |  |
| Spanish |  |  |  |
| Tigrinya |  |  |  |
| Turkish |  |  |  |
| Urdu |  |  |  |
| Oromo |  |  |  |
| Afrikaans |  |  |  |
| Creole |  |  |  |
| Greek |  |  |  |
| Hungarian |  |  |  |
| Indian (North Sri Lankan) |  |  |  |
| Tamil |  |  |  |

### APPENDIX 4 – DEFINITIONS

|  |  |
| --- | --- |
| Assignment | The particular task booked to require translation, interpretation and/or transcription |
| Authorised Officer | The Council’s authorised staff member |
| Linguist | The Provider’s nominated staff member to be carrying out the translation, interpretation and/or transcription service |
| Service(s) | The Translation, Interpretation & Transcription Service |
| Service User(s) | The individual using the Translation, Interpretation & Transcription Service |

1. The Linguist location should be either the Providers business address or the Linguists home postcode only (first part – e.g. RM10). . [↑](#footnote-ref-1)