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Our Ref: IM-FOI-2022-2383  
Date: 2<sup>nd</sup> December 2022



## **FREEDOM OF INFORMATION (SCOTLAND) ACT 2002**

I refer to your recent request for information which has been handled in accordance with the Freedom of Information (Scotland) Act 2002.

For ease of reference, your request is replicated below together with the response.

**I would like to make a request for the below information in relation to language services under the Freedom of Information Act.**

### **1. Total number of onsite face-to-face interpreting assignments in 2020, 2021 and year-to-date.**

We only hold the requested information for the 2020/21 financial year. In relation to the other periods requested in terms of Section 17 of the Freedom of Information (Scotland) Act 2002, this represents a notice that the information requested is not held by Police Scotland.

By way of explanation, whilst the requested information is likely held directly by our supplier, there is no obligation under the Act for Police Scotland to request information from a third party that is not already held.

In regards to the 2020/21 financial year period the total number of face to face interpreting jobs is 4,618.

#### **a. Please provide a breakdown by language for 2021 and year-to-date**

I would direct you to my answer above as to the reason the full period requested cannot be provided. Please find the 2020/21 financial year information in the table below:

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Language	Number	Language	Number	Language	Number
Afrikaans	1	Igbo	1	Punjabi	91
Akan	3	Indonesian	2	Pushto	6
Albanian	86	Italian	29	Romanian	640
Amharic	4	Japanese	1	Russian	213
Arabic	380	Korean	3	Slovak	50
Bengali	58	Krio	2	Somali	10
Bini	1	Kurdish Kurmanji	14	Spanish	68
BSL	17	Kurdish Sorani	196	Swahili	18
Bulgarian	73	Latvian	83	Tagalog	2
Cantonese	22	Lithuanian	127	Tamil	9
Czech	20	Malayalam	1	Telugu	1
Dari	9	Mandarin	250	Thai	17
Estonian	1	Mirpuri	1	Tigrynian	42
Farsi	103	Nepalese	1	Turkish	45
French	23	Oromo	2	Ukrainian	4
German	5	Pahari-Potwari	1	Urdu	162
Greek	5	Pashto	15	Vietnamese	245
Hindi	13	Polish	1326	Yoruba	3
Hungarian	45	Portuguese	68		

**3. What are the minimum qualifications of the onsite face-to-face interpreters you use (if you access a government framework (i.e the CCS Languages Service framework) and it is easier to advise the interpreter qualification band (i.e band 1, 2 or 3 etc) this would be acceptable?**

The Contractor will provide interpreters who hold the relevant qualifications and experience as required by the Framework Public Body. Linguists required in a court, police and/or legal context are registered with the NRPSI (in full status with law option). The Authority recognises that exceptional circumstances may occur where demand for interpreters holding the NRPSI will outweigh supply. In these circumstances the Contractor will provide competent interpreters holding equivalent qualifications and experience to that of an interpreter holding the NRPSI.

**4. Have you undertaken a physical audit on interpreter banding inline with the contract in the last 12 month?**

No

**a. If yes, please share the findings**

This question is not applicable.

**5. Do you pay your supplier travel payments for face-to-face interpreting or is it an all-inclusive rate?**

Rates are inclusive of all costs associated with delivery of interpreting services including, but not necessarily limited to, all management fees, all travel and other normal out of pocket expenses. However, the Contractor will provide a face-to-face interpreter from

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within 45 miles of the location that the assignment is required. The Authority recognises that in exceptional circumstances an interpreter may be sourced from more than 45 miles of the location of the assignment. Where the Framework Public Body accepts such an interpreter, the Framework Public Body will pay travel and subsistence costs.

### **7. Total number of remote video interpreting assignments in 2020, 2021 and year-to-date.**

Police Scotland does not use video interpreting.

### **8. Total number of remote video interpreting hours in 2020, 2021 and year-to-date.**

Police Scotland does not use video interpreting.

### **13. Are the services access via a government framework?**

Yes

#### **a. If so, what is the name of the framework.**

Scottish Government: Scottish Procurement Framework Agreement Reference SP-21-001; Provision of Interpreting, Translation and Transcription Services.

### **14. Who is the current supplier or suppliers providing the services?**

Global Connections; Global Languages and DA Languages

### **15. Are there KPI's in place with attached service credit penalties/liquidated damages?**

We have assumed by KPI that you mean Key Performance Indicator.

There are KPI's however they do not include service credits or liquidated damages. If the Contractor fails to meet three or more KPI/Service Level over the relevant time period, the Contractors Account Manager will address failures with the Authority by outlining an action plan. If failures are not addressed, the Authority reserves the right to terminate this contract.

#### **a. If so what are the KPI's and please share if these have been achieved over the last 12 months?**

The following are the current KPI's. These have been met since the contract began.

- Service Availability  
The Contractor will ensure that its Services are available at all times
- Booking Support  
The Contractor will ensure that booking support is available at all times
- Booking Confirmations

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The Contractor will ensure that 98% of booking confirmations are provided to the Customer within agreed timescales

- **Continuous Improvement**  
The Contractor will ensure that at least 1 continuous improvement opportunity is presented to the Customer on a quarterly basis.
- **Fulfilment Rates**  
The Contractor will ensure that 98% of the Assignments booked by the Customer are fulfilled.
- **Suitability of Linguist**  
The Contractor will ensure that 100% of the Linguists deployed on Assignments are suitably qualified.
- **Response Times**  
The Contractor will ensure that the linguists are present within the agreed timescales in 98% of Services Assignments.
- **Cancellations**  
The Contractor will ensure that no more than 2% of the Assignments booked by the Customer are cancelled by the Contractor.
- **Invoices**  
The Contractor will ensure that any invoice discrepancies identified within the invoice are rectified every 3 months.
- **Complaints**  
The Contractor will ensure that 100% of complaints are responded to within the agreed timescales below and 100% of complaints are resolved or have an agreed action plan in place within ten Working Days.
- **Management Information**  
The Contractor will ensure that at least 11 separate monthly returns are accurate and delivered on time.
- **Linguist Misconduct**  
The Contractor will ensure that any instances of Linguist misconduct while attending an Assignment are reported to the Customer.
- **Timesheet Inconsistencies**  
The Contractor will ensure that all timesheets submitted by its Linguists are accurate and reflect the number of hours undertaken on Assignments.
- **Assignment Accuracy**  
The Contractor will ensure that 98% of Assignments are complete, without any further revision and/or correction.

**b. If so, how much has the supplier paid in service credit penalties?**

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This question is not applicable.

**16. Does the current contract have a provision to increase rates within the contract period?**

Yes

**a. Have any rates been increased within the contract period?**

No

**b. What services have had a rate increase?**

**c. What was the percentage increase?**

These questions are not applicable.

**17. When did your current contract start?**

1<sup>st</sup> April 2022

**18. When does your current contract expire and is there any optional extensions?**

31<sup>st</sup> March 2025 with the option to extend for a further 12 months.

**19. What is the annual contract value?**

The estimated annual contract value is in the region of £500,000

**20. Who is the Senior Responsible owner for the contract?**

I can confirm that our Partnerships, Prevention & Community Wellbeing Division would be considered the senior responsible owner for the contract.

**2. Total number of onsite face-to-face interpreting hours in 2020, 2021 and year-to-date.**

**5a. If you pay travel. Please advise how much travel you paid in 2020, 2021 year-to-date**

**6. Total number of onsite BSL interpreting assignments in 2020, 2021 and year-to-date.**

**9. Total number of remote telephone interpreting assignments in 2020, 2021 and year-to-date.**

**10. Total number of remote telephone interpreting minutes in 2020, 2021 and year-to-date.**

**11. Total number of remote telephone interpreting assignments in 2020, 2021 and year-to-date.**

**12. Total number of translated documents in 2020,2021 and year-to-date**

In regards to these 7 questions, I regret to inform you that I am unable to provide you with the information you have requested, as it would prove too costly to do so within the context of the fee regulations.

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As you may be aware the current cost threshold is £600 and I estimate that it would cost well in excess of this amount to process your request.

As such, and in terms of Section 16(4) of the Freedom of Information (Scotland) Act 2002 where Section 12(1) of the Act (Excessive Cost of Compliance) has been applied, this represents a refusal notice for the information sought.

By way of explanation, Police Scotland do not record statistics that cover the requested information and so we would need to individually check each invoice received in regards to the contract to gather the requested information.

In this case 193 invoices would need to be manually checked. A sample was conducted and it was estimated that it would take 30 minutes to check each invoice. This equates to 97 hours of work to provide the information requested.

Police Scotland have assessed that the £600 cost limit within the Act equates to 40 hours of work and so this part of your request would breach the cost threshold.

To be of some assistance, I can however confirm that the dip sample conducted determined that the requested level of detail required to answer your specific questions was unlikely to be held. I therefore do not believe that refining the timescale or scope of your request would result in information being provided.

Should you require any further assistance please contact Information Management quoting the reference number given.

If you are dissatisfied with the way in which Police Scotland has dealt with your request, you are entitled, in the first instance, to request a review of our actions and decisions.

Your request must specify the matter which gives rise to your dissatisfaction and it must be submitted within 40 working days of receiving this response - either by email to [foi@scotland.police.uk](mailto:foi@scotland.police.uk) or by post to Information Management (Disclosure), Police Scotland, Clyde Gateway, 2 French Street, Dalmarnock, G40 4EH.

If you remain dissatisfied following the outcome of that review, you are thereafter entitled to apply to the Office of the Scottish Information Commissioner within six months for a decision. You can apply [online](#), by email to [enquiries@itspublicknowledge.info](mailto:enquiries@itspublicknowledge.info) or by post to Office of the Scottish Information Commissioner, Kinburn Castle, Doubledykes Road, St Andrews, Fife, KY16 9DS.

Should you wish to appeal against the Office of the Scottish Information Commissioner's decision, there is an appeal to the Court of Session on a point of law only.

As part of our commitment to demonstrate openness and transparency in respect of the information we hold, an anonymised version of this response will be posted to the Police Scotland Freedom of Information [Disclosure Log](#) in seven days' time.