



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

NOTIFICATION OF STATEWIDE CONTRACT

January 14, 2009

CONTRACT TITLE: Over the Telephone Foreign Language Interpretation

CURRENT CONTRACT PERIOD: May 1, 2009 through April 30, 2010

CONTRACT CONTACT:

Nancy Bochat
Information Technology Services Division
Phone: 573-751-5067
E-mail: nancy.bochat@oa.mo.gov

BUYER INFORMATION:

Stacia Dawson
Phone: 573-522-3052
Email address: stacia.dawson@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	May 1, 2006 through April 30, 2008	April 30, 2010

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS PREFERRED USE.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C306090001	9115064300-0	CTS LanguageLink 911 Main Street Suite 10 Vancouver, WA 98660 Contact: Sarah Gamble Phone: (360) 693-7100 Fax: (360) 693-9292 E-Mail: sarahg@ctslanguagelink.com	NO	YES

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
05/01/09-04/30/10	01/14/09	Renewal and changed contract contact on Page One from Bernard Collier to Nancy Bochat.
05/01/08-04/30/09	09/04/08	Changed Buyer Information on Page One from Karla Wiseman to Stacia Dawson.
05/01/08-04/30/09	12/27/07	Renewal
05/01/06-04/30/08	04/24/06	Initial issuance of new statewide contract

**INSTRUCTIONS FOR STATE AGENCIES FOR
OVER THE TELEPHONE FOREIGN LANGUAGE INTERPRETATION**

1. If a client requests that a volunteer, friend, family member, etc. provide interpretation services, the state agency may utilize the volunteer, friend, family member, etc. to provide services. However, the state agency is advised that, in accordance with a review of Executive Order 13166 regarding Limited English Proficiency (LEP), “Generally, it is not acceptable for agencies or recipients to rely upon an LEP individual’s family members or friends to provide interpreter services. The agency or recipient should meet its obligations under EO 13166 or Title VI by supplying competent language services free of cost. In rare emergency situations, the agency or recipient may have to rely on an LEP person’s family members or other persons whose language skills and competency in interpreting have not been established.” - Ref. Federal Register: August 16, 2000 (volume 65, Number 11).

Furthermore, state agencies are advised that by utilizing a volunteer, friend, family member, etc., they may be in violation of Title VI of the 1964 Civil Rights Act. For further information on the Civil Rights’ Title VI Limited English Proficiency (LEP) Policy Guidance, state agencies may contact:

Maria A. Smith, Investigator
U.S. Department of Health and Human Services
Office for Civil Rights, Region VII
601 East 12th Street, Room 248
Kansas City, Missouri 64106
Phone: 816-426-7238 or 800-368-1019

2. In order for a state agency to obtain services via this contract, the state agency must have an account established with the contractor prior to the need for such services. The state agency must send a written signed request on state agency letterhead requesting the establishment of an account. The request must include the name of the department, division, state agency contact including telephone number and fax number, the address which invoices must be sent to, and to whom and where training materials should be sent. In addition, if sub-unique codes are required by the state agency, the state agency will need to indicate the number of sub-access codes required. It will take up to five (5) days for the account to be established.
3. State agencies are encouraged to complete the customer survey attached to the end of the statewide notice regarding the contract and contractor performance.
4. If your state agency encounters any problems regarding quality of the service or timeliness of service, complaints should be sent in writing to Nancy Bochat, Division of Information Services.
 - 4.1 In addition, to help monitor the performance of the contractor and ensure quality services are provided to state agencies, state agencies are strongly encouraged to document instances when the contractor is unable to provide the requested services and submit such documentation to the attention of Nancy Bochat, Division of Information Systems.
5. If your state agency is a covered entity you will need to have the contractor sign a Business Associate Agreement as specified in the confidentiality requirements herein.

CONTRACTUAL REQUIREMENTS

1. General Requirements:

- 1.1 The contractor shall provide language interpretation services for all foreign languages via the telephone (hereinafter referred to as “interpretation services”) for clients of any requesting state agency of the State of Missouri (hereinafter referred to as the state agency), on behalf of the Office of Administration, Division of Information Systems, in accordance with the provisions and requirements stated herein.
 - 1.1.1 For purposes of this document, interpretation shall be defined as the interpretation of English to a foreign language, including dialects of foreign languages, or the interpretation of a foreign language, including dialects of languages to English. Dialect shall be defined as the local tongue, derivation, or idiom of a language. Foreign language shall be defined as any language, including Native American languages, other than English.
 - 1.1.2 The contractor shall understand and agree that clients of the state agency may include mental health patients, children and families affected by child abuse and neglect, elderly, international customers, criminal defendants, head injury patients, disabled people, witnesses and parties in non-criminal court proceedings, customers, and employees.
 - 1.1.3 The contractor shall understand and agree that services include both scheduled and on-demand services.
- 1.2 The contractor shall provide services on an as needed, if needed basis seven (7) days per week, twenty-four (24) hours per day, 365 days per year to the sole satisfaction of the state agency.
- 1.3 In the event the client requests that a volunteer, friend, family members, etc. provide interpretation services, the contractor shall agree and understand that the state agency may utilize a volunteer, friend, family, etc. to provide interpretation services, unless otherwise indicated by the state agency.
- 1.4 Within thirty (30) calendar days of the effective date of contract, the contractor shall begin providing services to requesting state agencies.
- 1.5 Cooperative Procurement Program: The contractor shall provide interpretation services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
 - 1.5.1 In addition, on a case-by-case basis, the contractor may agree to provide services to direct client service providers or grantees of the state agency. The contractor shall further understand and agree that the State of Missouri bears no responsibility nor financial liability for any such services.
- 1.6 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.
- 1.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, telephones, and supplies necessary to perform the services required herein.

2. Personnel Requirements:

- 2.1 The person designated by the contractor to provide interpreter services, hereinafter referred to as “interpreter”, must possess sufficient education, training, and experience to proficiently interpret verbal communication from English to foreign language and/or foreign language to English.
- 2.1.1 The contractor agrees that the demonstrated proficiency of the interpreter shall be to the sole satisfaction of the state agency and also agrees to replace any interpreter that does not demonstrate satisfactory proficiency, as determined by the using state agency.
- 2.1.2 Interpreting capabilities shall include, but not be limited to, interpreting medical concepts/language, medical brochures, mental health therapy, mental health testing and evaluation, mental health topics in therapeutic situations, legal topics/concepts that focus on a client’s incarcerations, capacity, etc., and highly technical concepts such as data processing terms. Those interpreters with specialized skills should be the preferred interpreters for providing services.
- 2.1.3 In the event a conflict and/or problem occurs with interpreter(s) provided by the contractor, the state agency should notify the contractor.
- 2.2 The contractor and the contractor’s interpreters shall not provide advice or express opinions on the subject matter being discussed during an interpretation session nor shall they participate in the conversation. In addition, the contractor and the contractor’s interpreters shall not add to, delete from, nor attempt to change or alter the specific meaning of the communications.
- 2.3 The contractor and the contractor’s interpreters shall be culturally competent, sensitive, and respectful of the client(s) for which providing interpreting service.

3. Performance Requirements:

3.1 Physical Environment –

3.1.1 The physical environment from which the interpreter provides interpretation services is very important. There may be numerous factors which impede effective and efficient delivery of services and the contractor must avoid any of these circumstances. The contractor must consider the factors listed below while providing interpretation services:

- 1) Free of Noise – The interpreter must be able to hear the incoming voice and should only hear their own voice. The area must be as quiet as possible, i.e. free of vehicular traffic, people talking, telephones ringing, etc.
- 2) Free of distractions – The interpreter should be in an area free of distractions that would distract, divert attention, or interfere with providing interpretation services.

3.2 Equipment Requirements –

3.2.1 The contractor shall have a facsimile machine in order to accept site interpretation forms, etc. over the telephone. The contractor must have a toll-free facsimile number. In addition, the contractor should have internet access to accept information electronically for site interpretation over the telephone.

3.2.2 The contractor shall provide a line free of any interference, e.g. no call waiting, beeping, or other features that would be distracting or otherwise interfere in any way.

3.2.3 The contractor should have equipment with the following features:

- 1) Binaural headset, i.e., an earpiece for each ear (i.e. instead of a regular, hand-held telephone)
- 2) Noise-canceling microphone attached to the headset

3) Volume control

- 3.2.4 The contractor and the contractor's interpreters shall not use cell phones, pay phones, or cordless phones unless, due to special circumstances, permission has been granted by the state agency. However, in the event the above are utilized, the cell phones and/or cordless phones shall not completely discharge while providing interpretation services.
- 3.2.5 The contractor shall have a system in place so that state agencies never receive a busy signal; the contractor may utilize an answering service. The contractor shall have a system in place so telephone calls "rollover" and, in the event all interpreters are busy, callers are placed on hold in order received.

3.3 Telephone Access Requirement –

- 3.3.1 The contractor shall provide a toll-free number to the state agency for contacting interpreters.
- 3.3.2 The contractor shall provide un-interruption of services; the contractor should have a back-up emergency facility in case of emergencies.
- 3.3.3 The contractor shall have the ability to provide three-way interpreting services. If provided by the contractor and if requested by the state agency, the contractor shall provide three-way interpreting services.
- 3.3.4 The contractor shall have a system in place to assign each state agency a unique identification code to be entered in order to obtain services. If requested by the state agency, the contractor shall provide additional sub-unique identification codes that may be assigned to the state agency's divisions, employees for work related purposes only, etc. The contractor shall provide the number of the unique identification codes requested by the state agency. The contractor shall not provide services to a client unless a unique identification code has been provided by the state agency contact at the time requesting services. The contractor should allow the state agencies to choose their own sub-unique identification codes for their divisions and outlying offices. In the event the state agency is not allowed to choose their own sub-unique identification codes, the contractor shall have an easily identifiable breakdown of sub-unique identification codes for each state agency.
- 3.3.5 The contractor should have an average connect time of less than one (1) minute. However, in no event shall the connect time to provide interpreting services be greater than five (5) minutes.
- 3.3.6 The contractor shall not begin invoicing the state agency for services until the interpreter is on the line providing services, i.e. if the state agency and/or state agency client is "on-hold" waiting for the interpreter, the state agency shall not be invoiced for such time.

3.4 State Agency Enrollment –

- 3.4.1 The contractor shall only provide services to state agencies that have enrolled with the contractor. The contractor shall only accept enrollment requests on state agency letterhead. The contractor shall not charge any type of enrollment fee.
- 3.4.2 Within five (5) working days of the state agency's enrollment, the contractor shall provide the state agency with the name, address, and phone number of the contractor's representative(s) that will be servicing the state agency in the event of questions, scheduling of assignments, etc.

- 3.5 On-Demand Service Assignments – The state agency estimates that the majority of services will be on an on-demand basis and cannot be scheduled in advance; and services may be required at the time the state agency telephones the contractor. In such event, the contractor shall provide the services when receiving a telephone call from the state agency. If the contractor is unable to provide services within the time frame specified elsewhere herein, the state agency shall report such to the Division of Information Systems. In the event the contractor is

unable to perform services on a consistent basis as determined by the Division of Purchasing and Materials Management, the contractor may be in breach of contract and appropriate action may be pursued by the State of Missouri.

3.6 Scheduled Assignments –

- 3.6.1 The contractor shall coordinate all service assignments with the specific state agency requesting the service. The contractor shall understand and agree that the contractor shall be under the direction of specific personnel within the requesting state agency regarding the provision of services.
- 3.6.2 The contractor shall either directly provide or arrange for providing interpreter services within the time frame requested by the state agency.
- 3.6.3 At the request of the state agency, the contractor shall provide references and resumes for a maximum of six (6) interpreters for each request.
- 3.6.4 The state agency reserves the right to reject any or all of the interpreters selected by the contractor as unacceptable. The state agency shall provide the contractor with written justification for each rejection within five (5) working days of such rejection.
 - 1) In addition, the contractor shall agree and understand that the state agency shall have the right to reject an interpreter based on prior experience. The state agency should provide the contractor with justification for such rejection, however, the decision by the state agency regarding use of such interpreter shall be final and without recourse.
- 3.6.5 The contractor should refuse to provide interpreting services if competent interpreters in the state agency requested language are not available according to the schedule required by the state agency. If not refused at the time the state agency notified the contractor of needed services, the contractor must notify the state agency at least twenty-four (24) hours prior to the scheduled interpreting service that competent interpreters in the state agency requested language are no longer available.
 - 1) In addition, the contractor may refuse to provide services if cultural differences exist between the interpreter provided by the contractor and the client.
- 3.6.6 In the event a conflict and/or problem occurs with interpreter(s) provided by the contractor, the state agency should notify the contractor as soon as possible.
- 3.6.7 In the event a scheduled interpreter is unable to keep an appointment, the contractor shall notify the requesting state agency in advance of such. The contractor should make every effort to provide a minimum of twenty-four (24) hours notice. The contractor shall provide a substitute interpreter with credentials and specialized skills equal to the originally scheduled interpreter. The contractor shall not be paid additional charges or fees for providing a substitute interpreter.
 - 1) In the event the contractor is unable to provide a substitute for reasons beyond the contractor's control, the contractor must notify the requesting state agency of the contractor's inability to perform the requested service.
 - Notifying the state agency in advance shall relieve the contractor from providing a substitute for only that particular interpreting assignment. In the event the contractor is unable to perform services on a consistent basis as determined by the Division of Information Systems, the contractor may be in breach of contract and appropriate action may be pursued by the State of Missouri.

3.7 Security Clearance/Screenings –

3.7.1 For scheduled services only, if requested by the state agency, any interpreter provided by the contractor must have a security background check conducted by the requesting state agency prior to providing services for the state agency. A Security Release Authorization Form, Attachment #1, must be completed and individually signed by the contractor and each employee for which a security background check is requested and returned to the state agency.

1) Listed below are additional screenings but not necessarily all screenings that the state agency may conduct for interpreters proposed to provide interpreter services as defined herein:

- lifetime criminal background check
- driver and motor vehicle check
- social security number verification
- five (5) year work history check
- drug screening
- child abuse and neglect screening
- Medicaid fraud

3.7.2 The state agency shall be responsible for all costs related to background checks.

3.8 Confidentiality –

3.8.1 The contractor and/or the contractor's interpreters shall not disclose information concerning a client for any purpose not directly related to the performance of the contract, except as specified by applicable state and federal laws and regulations.

3.8.2 In addition, in accordance with all applicable laws, regulations, and procedures, the contractor and the interpreter provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or the interpreter provided by the contractor may come in contact with or be privy to in the course of providing services. The contractor shall affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of the interpreter's employment/association with the contractor. Telephone calls shall not be monitored by a third party or recorded by the contractor.

3.8.3 The contractor shall agree that the state agency utilizing the contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the contractor and the contractor's interpreters must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. In such situations and to provide reasonable assurance of appropriate safeguards, the contractor and the contractor's interpreters shall be required to sign a Business Associate Agreement provided by the using state agency.

3.9 Training Requirements –

3.9.1 The contractor must have a training program for state agency personnel regarding how to use the interpretation services. The contractor must provide the training program to each individual requesting state agency within ten (10) working days of request unless otherwise agreed by the state agency.

1) The training program may be an automated telephone recording, video tape recording, etc. that can be mailed to the state agency upon request.

3.9.2 The contractor must provide each state agency with a brochure, pamphlet, poster, or other written form of material so that a client that speaks a foreign language may identify the language they speak to the state agency by pointing to the appropriate language on the written materials. The written material should include all major foreign languages. The contractor shall not charge the state agency for the cost of such materials.

3.10 Other Performance Requirements –

3.10.1 The interpreters provided by the contractor must accurately interpret all terminology and concepts related thereto. The interpreter provided must be competent in the language for which interpreting.

3.10.2 In the event the state agency cannot determine the language that is required to be interpreted, the contractor or the contractor's interpreter must be able to determine the language to be interpreted after speaking with the state agency client.

4. Reporting Requirements:

4.1 The contractor must submit quarterly reports to state agencies that have a unique identification code. If requested by the state agency, the contractor shall submit the reports electronically in the format requested by the state agency. The reports should include a breakdown of the languages interpreted, number of telephone calls, date and time of telephone calls, lengths of calls, average connect time for each call, indicate if a call was scheduled or on-demand, total dollar amount, and personal state agency identification code. The contractor shall provide a copy of each of the reports to the Division of Information Systems, Post Office Box 309, Room 280, Jefferson City, Missouri 65102 and Division of Purchasing and Materials Management.

5. State Agency Requirements:

5.1 State agencies that utilize the contract will send the contractor a written signed request on state agency letterhead requesting an account be setup and reference the contract number. The state agency will include in the request the name of the department, division, state agency contact including telephone number and fax number, the address which invoices must be sent to, and to whom and where training materials should be sent. In addition, if sub-unique identification codes are required, the state agency will indicate to the contractor how many sub-unique identification codes are required.

5.2 The state agency will instruct the contractor on the nature of the call and what type of information is required to be interpreted. In addition, the state agency will attempt to give the contractor as much background information as possible, client name, cultural background, etc. In the event the state agency does not know the language to be interpreted, the state agency will immediately advise the interpreter or the person on the other end of the telephone line.

5.3 The state agency shall attempt to give the contractor at least twenty four (24) hours notice of cancellation of services previously requested.

5.4 The state agency will provide their own telephone lines and telephones.

6. Liquidated damages – Because the interpretation services provided by the contractor are considered critical to the successful operation of the state agency in providing services to its clients, the contractor shall agree and understand that if the contractor is late in providing previously scheduled interpretation services or fails to provide a replacement for either previously scheduled or on-demand interpretation services, the state agency shall charge the contractor liquidated damages as specified below. Since the amount of actual damages to the state agency are difficult to establish, the contractor shall agree that the amounts identified in the following sub-paragraphs as liquidated damages are fair and reasonable. Any liquidated damages charged by the state agency shall either be deducted from the contractor's payment for services or billed directly to the contractor.

6.1 Late service - If the contractor is more than fifteen (15) minutes late in providing previously scheduled interpretation services, the contractor shall be charged liquidated damages equal to the firm fixed price per minute for fifteen (15) minutes for the appropriate language and time of day as specified on the pricing pages.

6.2 If the contractor does not provide previously scheduled or on-demand interpretation services and fails to provide a replacement, the contractor shall be charged liquidated damages for late services equal to the firm fixed price for 120 minutes for the appropriate language and time of day as specified on the pricing pages. In addition, if it is necessary for the state agency to obtain interpretation services from another source as a result of the contractor's

failure to provide the services, the contractor shall be charged any difference between the prices charged by the replacement source and what the contractor's services would have cost based on the price per minute specified in the contract.

- 6.3 In addition to the liquidated damages specified above, the contractor shall be charged \$25 for the state agency's administrative time and expenses for processing the damages. If the state agency obtains interpretation services from another source, the contractor shall be charged an additional \$25 for the state agency's administrative time and expenses for locating and arranging the needed service.

7. Invoicing and Payment Requirements:

- 7.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- 7.1.1 If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- 7.1.2 The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.

- 7.2 The contractor shall submit monthly itemized invoices, by each sub-unique identification code, to the state agency(ies) for which services were provided. The invoice must state the contract, federal identification number, language interpreted, the length of the call, and the date and time the service was provided.

- 7.3 The contractor shall be paid in accordance with the applicable price(s) stated on the Pricing Page. Services shall be rounded to the minute; less than 30 seconds shall be rounded down and 30 seconds or more shall be rounded up to the next minute. In the event the total time of the call is less than 30 seconds, the contractor shall be paid for one (1) minute of service.

- 7.3.1 The contractor shall not charge a minimum fee per month per state agency.

- 7.3.2 Daytime rates shall be from 5:00 a.m. until 5:00 p.m. Central Standard Time Monday through Friday.

- 7.3.4 Nights/Weekends/Holiday shall be from 5:01 p.m. until 4:59 a.m. Central Standard Time, Monday through Friday, weekends, and the following holidays:

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) Washington's Birthday
- 4) Presidents' Birthday
- 5) Memorial Day
- 6) Independence Day
- 7) Labor Day
- 8) Columbus Day
- 9) Veterans Day
- 10) Thanksgiving
- 11) Christmas

- 7.3.5 In the event the scheduled services are cancelled by the state agency without at least twenty-four (24) hours notice of the cancellation, the contractor shall be paid the firm, fixed fee stated on the Pricing Page.

- 7.4 In the event the interpretation services provided were incomplete, inaccurate, improperly, and/or incompetently performed as determined by the state agency, the contractor shall not receive payment for those services.
- 7.5 In no event shall the contractor invoice for any other services, which could include but not be limited to those listed below, nor shall the state agency pay for such services.
- 7.5.1 Enrollment Fees
 - 7.5.2 Minimum Time – either per call and/or per month
 - 7.5.3 Time while “on-hold” or any other time until an interpreter is on the line
- 7.6 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including reports, enrollment fees, hold-time, brochures, pamphlets, minimum fees, etc.
- 7.7 Each state agency shall only be responsible for the payment for services provided to that state agency.

8. Other Contractual Requirements:

- 8.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor’s proposal including any BAFOs and (3) the Division of Purchasing and Materials Management’s acceptance of the proposal by “notice of award” or by “purchase order”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 8.1.1 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
 - 8.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - 8.1.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 8.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 8.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 8.3.1 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

- 8.3.2 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 8.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 8.4 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- 8.4.1 The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 8.4.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 8.4.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 8.5 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.
- 8.5.1 Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. Written evidence of the insurance shall be provided by the contractor to the state agency. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the state agency must be notified immediately.
- 8.5.2 The State of Missouri will not be responsible for any mistakes or omissions by any contractor in performance of services provided under contract. Limitation of liability includes, but is not limited to, unintentional, negligent, willful or intentional mistakes of omissions by any contractor, employee of contractor, or subcontractor. Further, the State of Missouri will not be responsible for any acts of the contractor that occur during the course of the performance of this contract, but are not related to interpreter services. These acts include all criminal and civil acts that may give rise to liability.

- 8.5.3 The contractor and subcontractor(s) shall at all times during the term of this contract, carry and maintain Errors and Omissions Liability insurance with minimum limits of \$1,000,000 per incident, loss or person, as applicable. If defense costs are paid within limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss or person as applicable.
- 8.6 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- 8.6.1 The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 8.6.2 The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- 8.6.3 The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 8.7 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 8.8 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 8.9 Property of State - All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.
- 8.10 Force Majeure - The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

ATTACHMENT 1

SECURITY CLEARANCE AUTHORIZATION

NAME: _____ DATE: _____
(PLEASE PRINT)

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____

RACE: _____ MARITAL STATUS: _____

DATE OF BIRTH: _____

I hereby authorize and request release to the State of Missouri, _____ personnel, any and all records and information including, but not limited to, originals or copies of any records, documents, reports, and criminal history records.

I understand that the State of Missouri, _____ personnel, will conduct a background investigation before rendering a decision regarding my eligibility for employment and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation and release from all liability or responsibility the State of Missouri _____ and all other persons, firms, corporations and institutions supply the above requested information.

SIGNATURE

SUPERVISOR'S SIGNATURE

PRICING
C/S Code: 91144

Item	DESCRIPTION	PRICES
SPANISH LANGUAGE		
001	Daytime Rate 5:00 a.m. until 5:00 p.m. Central Standard Time, Monday through Friday	\$0.70 per minute
002	Nights/Weekends/Holiday Rate from 5:01 p.m. – 4:59 a.m. Central Standard Time, Monday through Friday; weekends; and holidays	\$0.70 per minute
BOSNIAN LANGUAGE		
003	Daytime Rate 5:00 a.m. until 5:00 p.m. Central Standard Time, Monday through Friday	\$0.80 per minute
004	Nights/Weekends/Holiday Rate from 5:01 p.m. – 4:59 a.m. Central Standard Time, Monday through Friday; weekends; and holidays	\$0.80 per minute
FRENCH LANGUAGE		
005	Daytime Rate 5:00 a.m. until 5:00 p.m. Central Standard Time, Monday through Friday	\$0.80 per minute
006	Nights/Weekends/Holiday Rate from 5:01 p.m. – 4:59 a.m. Central Standard Time, Monday through Friday; weekends; and holidays	\$0.80 per minute
KOREAN LANGUAGE		
007	Daytime Rate 5:00 a.m. until 5:00 p.m. Central Standard Time, Monday through Friday	\$0.80 per minute
008	Nights/Weekends/Holiday Rate from 5:01 p.m. – 4:59 a.m. Central Standard Time, Monday through Friday; weekends; and holidays	\$0.80 per minute
VIETNAMESE LANGUAGE		
009	Daytime Rate 5:00 a.m. until 5:00 p.m. Central Standard Time, Monday through Friday	\$0.80 per minute
010	Nights/Weekends/Holiday Rate from 5:01 p.m. – 4:59 a.m. Central Standard Time, Monday through Friday; weekends; and holidays	\$0.80 per minute
RUSSIAN LANGUAGE		
011	Daytime Rate 5:00 a.m. until 5:00 p.m. Central Standard Time, Monday through Friday	\$0.80 per minute
012	Nights/Weekends/Holiday Rate from 5:01 p.m. – 4:59 a.m. Central Standard Time, Monday through Friday; weekends; and holidays	\$0.80 per minute

Item	DESCRIPTION	PRICES
ALL OTHER LANGUAGES NOT LISTED ABOVE		
013	Daytime Rate 5:00 a.m. until 5:00 p.m. Central Standard Time, Monday through Friday All other languages	\$1.20 per minute
014	Nights/Weekends/Holiday Rate from 5:01 p.m. – 4:59 a.m. Central Standard Time, Monday through Friday; weekends; and holidays	\$1.20 per minute
CANCELLATION FEE FOR SCHEDULED SERVICES		
015	Cancellation fee for less than 24-hour notice by state agency for scheduled services only	NO CHARGE

Customer Survey

Over the Telephone Foreign Language Interpretation

Please complete this customer survey to advise of any comments, suggestions, and/or improvements to the over the phone foreign language interpretation contract and/or notice of award. In addition, complete the survey regarding contractor performance. This information will be used to monitor contractor performance.

OVER THE TELEPHONE FOREIGN LANGUAGE INTERPRETATION CONTRACT

1.	Contract meets your needs. Yes ___ No___ (If no, provide comments below.) Comments:
2.	Contract met the needs of your state agency. Yes ___ No (If no, provide comments below.) Comments:
3.	Other:

NOTICE OF AWARD

1.	Notice of Award meets your needs. Yes ___ No___ (If no, provide comments below.) Comments:
2.	Notice of Award was easy to understand and locate information. Yes ___ No ___ (If no, provide comments below) Comments:
3.	Other:

Customer Survey
Over the Telephone Foreign Language Services
(continued)

CONTRACTOR INFORMATION

Contract Number: C306090001

Contractor Name: CTS LanguageLink

1. Account established within five (5) days. Yes ___ No ___ (If no, provide comments below.)

Comments:

2. Telephone calls "rollover": Yes ___ No. ___ (If no, provide comments below.)

Comments:

3. Connected to interpreter for correct language first attempt. Yes ___ No. (If no, provide comments below)

Comments:

4. Average connect time of greater than 25 seconds. Yes ___ No. ___ (If no, provide comments below.)

Comments:

5. Any problems with the contractor and problem resolution. Comments:

6. Contractor/Interpreter courtesy. Comments:

7. Overall experience with contractor/interpreter. Comments:

8. Problems with audibility (party/interpreters could not hear), technical issues (static on line, problems with either parties phones, and/or protocol (interpreter didn't follow directions, client confused, "side conversation between interpreter and client, etc). Comments:

RESPONDENT INFORMATION

State Agency: _____ Prepared by: _____

Address: _____ Title: _____

Phone #: _____ E-mail: _____

Copy and complete this survey and return to Nancy Bochat, Division of Information Systems, Harry S Truman Building, 301 West High Street, Room 280. Thank you for taking time to complete this survey.