

# SIGN LANGUAGE INTERPRETATION SERVICES - STATEWIDE CS250040001 through CS250040015

Issuance Date: February 1, 2025 Revised Date: February 24, 2025

CONTRACT PERIOD/RENEWAL OPTIONS			
<b>Current Contract Period:</b>	February 1, 2025 through January 31, 2026		
Original Contract Period:	February 1, 2025 through January 31, 2026		
Available Renewal Period Options:	Two (2) additional one-year renewal periods		
Potential Final Expiration Date:	January 31, 2028		

# ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

BUYER CONTACT INFORMATION		
Name:	Amina Acelam	
Email:	amina.a.acelam@oa.mo.gov	
Phone Number:	(573) 751-7076	





### **ORGANIZATION**

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## **STATEWIDE CONTRACT HISTORY**

The following table summarizes actions related to this Notification of Statewide Contract:

ACTION ISSUE DATE	SUMMARY OF CHANGES
2/24/2025	<ul> <li>Contingencies removed from Beyond Interpreting LLC (CS250040006).</li> </ul>
2/1/2025	Initial issuance of statewide contract





#### **CONTRACT INFORMATION**

**CONTRACT NUMBER CS250040001** 

MissouriBUYS SYSTEM ID: MB00196730

**Contractor Name:** Access Sign Language, LLC

Contractor Address: P.O. Box 48

Columbia, MO 65205

**Contact Information:** 

Name: Randi Eisenhauer Phone Number: (573) 823-5652

Email Address: accessasl@accessmosign.com

BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION

Blind/Sheltered Workshop: No SDVE: No

**COOPERATIVE PROCUREMENT** 

Cooperative Procurement: Yes

CONTRACT NUMBER CS250040002

MissouriBUYS SYSTEM ID: MB00092498

**Contractor Name:** Alexander Companies dba Columbia Interpreting Services

Contractor Address: 12600 West Highway EE

Rocheport, MO 65279

**Contact Information:** Name: Kathleen Alexander

Phone Number: (573) 442-9876 Fax Number: (573) 442-0060

Email Address: Columbiainterpretingservices@gmail.com

**BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION** 

Blind/Sheltered Workshop: No SDVE: No

**COOPERATIVE PROCUREMENT** 

Cooperative Procurement: Yes





CONTRACT NUMBER CS250040003			
MissouriBUYS SYSTEM ID:	MB00191181		
Contractor Name:	ASL Interpreter Collaborative LLC		
Contractor Address:	PO Box 1151 Columbia, Il 62236		
Contact Information:	Name: Phone Numbei Fax Number: Email Address:	N/A	
BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION			
Blind/Sheltered Workshop: No		SDVE: No	
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

CONTRACT NUMBER CS250040004				
MissouriBUYS SYSTEM ID:	MB00091033			
Contractor Name:	Associates in Sign Language, LLC			
Contractor Address:	P.O. Box 1883 Nixa, MO 657:	14		
Contact Information:	Name: Phone Number Fax Number: Email Address:	•	Cindy Lear Rebecca Blitch (417) 889-8377 N/A Interpreter@aslmo.com	
BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION				
Blind/Sheltered Workshop: No		SDVE: No		
COOPERATIVE PROCUREMENT				
Cooperative Procurement:		Yes		



**Cooperative Procurement:** 



**CONTRACT NUMBER CS250040005 MissouriBUYS SYSTEM ID:** MB00091874 **Contractor Name:** Bernardo A. Brunetti dba International Language Center 1416 S. Big Bend Blvd. **Contractor Address:** St. Louis, MO 63117 **Contact Information:** Name: Dede Brunetti Phone Number: (314) 647-8888, extension 205 Fax Number: (314) 647-8889 **Email Address:** dede.brunetti@ilcworldwide.com BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION Blind/Sheltered Workshop: No SDVE: No **COOPERATIVE PROCUREMENT** 

Yes

**CONTRACT NUMBER CS250040006** MissouriBUYS SYSTEM ID: MB00113104 **Contractor Name: Beyond Interpreting LLC** PO Box 25195 **Contractor Address:** Kansas City, MO 64119 **Contact Information:** Name: Michelle DeMartino Phone Number: (816) 804-7615 Fax Number: N/A **Email Address:** michelle@beyond-interpreting.com BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION Blind/Sheltered Workshop: No SDVE: No **COOPERATIVE PROCUREMENT Cooperative Procurement:** Yes



**Cooperative Procurement:** 



**CONTRACT NUMBER CS250040007** \*Contingent Award MB00196305 **MissouriBUYS SYSTEM ID: Contractor Name:** Capital Bilingual Services LLC 8604 Virgil Ave. **Contractor Address:** Saint Louis, MO, 63123 **Contact Information:** Abdul Saboor Amin Name: Phone Number: (314) 728-3186 Fax Number: N/A **Email Address:** abdulsabooramin@gmail.com BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION Blind/Sheltered Workshop: No SDVE: No

**COOPERATIVE PROCUREMENT** 

Yes

**CONTRACT NUMBER CS250040008 MissouriBUYS SYSTEM ID:** MB00099895 Catholic Charities Foundation DBA Language Access Multicultural **Contractor Name:** People (LAMP) 8050 Watson Rd. Suite 340 **Contractor Address:** St. Louis, MO 63119 **Contact Information:** Name: Eduardo Vera Phone Number: (314) 842-0062 Fax Number: N/A Email Address: evera@ccstl.org **BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION** Blind/Sheltered Workshop: No SDVE: No **COOPERATIVE PROCUREMENT Cooperative Procurement:** Yes





**CONTRACT NUMBER CS250040009 MissouriBUYS SYSTEM ID:** MB00089630 **Contractor Name:** Deaf Empowerment Awareness Foundation Inc. 25 E. Frisco Avenue **Contractor Address:** St. Louis, MO 63119 **Contact Information:** Name: Sarah Prechtel Phone Number: (314) 714-6398 Fax Number: N/A **Email Address:** sprechtel@deafinc.org BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION

Blind/Sheltered Workshop: No SDVE: No

**COOPERATIVE PROCUREMENT** 

Cooperative Procurement: Yes

**CONTRACT NUMBER CS250040010 MissouriBUYS SYSTEM ID:** MB00183851 **Contractor Name: GLOBO Language Solutions LLC** Two Logan 100 N. 18th St Suite 300 #3465 **Contractor Address:** Philadelphia, PA 19103 **Contact Information:** Tal Roth Name: Phone Number: 800-555-3010 Fax Number: N/A **Email Address:** rfp@helloglobo.com BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION Blind/Sheltered Workshop: No SDVE: No **COOPERATIVE PROCUREMENT Cooperative Procurement:** Yes





**CONTRACT NUMBER CS250040011** 

\*Contingent Award

MissouriBUYS SYSTEM ID: MB00094748

**Contractor Name:** Linda Doretha Burch Dba Helping Hands

Contractor Address: 3211 Ohio Ave. St. Louis, MO 63118

Contact Information: Name: Linda Burch

Phone Number: (314) 495-2655

Fax Number: N/A

Email Address: <u>burchl@hotmail.com</u>

**BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION** 

Blind/Sheltered Workshop: No SDVE: No

**COOPERATIVE PROCUREMENT** 

Cooperative Procurement: Yes

**CONTRACT NUMBER CS250040012** 

MissouriBUYS SYSTEM ID: MB00093764

Contractor Name: MT & Associates, LLC

Contractor Address: 222 South Meramec Avenue, Suite 202

Clayton, MO 63105

**Contact Information:** Name: Mishely Tisius

Phone Number: Camille Aitch

Fax Number: (314) 896-0275, extension 2

Email Address: (314) 380-5340

accounts@mtapractice.com

BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION

Blind/Sheltered Workshop: No SDVE: No

**COOPERATIVE PROCUREMENT** 

Cooperative Procurement: Yes





CONTRACT NUMBER CS250040013

MissouriBUYS SYSTEM ID: MB00091696

**Contractor Name:** Susan M. Power dba Deaf Services 2004, LLC

Contractor Address: 10537 Stephenson Drive Sappington, MO 63128

**Contact Information:** Name: Susan Power

Phone Number: (314) 229-2922

Fax Number: N/A

Email Address: <a href="mailto:deafservicesllc@gmail.com">deafservicesllc@gmail.com</a>

**BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION** 

Blind/Sheltered Workshop: No SDVE: No

**COOPERATIVE PROCUREMENT** 

**Cooperative Procurement:** Yes

**CONTRACT NUMBER CS250040014** 

MissouriBUYS SYSTEM ID: MB00102438

**Contractor Name:** TLC Interpreting Services LLC

Contractor Address: 10738 Calvey Hills Road

Catawissa, MO 63015

Contact Information: Name: Torri Ryder

Phone Number: (636) 485-4863

Fax Number: N/A

Email Address: <a href="mailto:torri@tlcinterpreting.com">torri@tlcinterpreting.com</a>

**BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION** 

Blind/Sheltered Workshop: No SDVE: No

**COOPERATIVE PROCUREMENT** 

Cooperative Procurement: Yes



**Cooperative Procurement:** 



**CONTRACT NUMBER CS250040015 MissouriBUYS SYSTEM ID:** MB00139402 **Contractor Name:** Visual Language Professionals, LLC 4741 Central Street, Suite 106 **Contractor Address:** Kansas City, MO 64112 Bayleigh Leverenz **Contact Information:** Name: (832) 564-0844 (Office) Phone Number: (832) 655-0775 (Direct) Fax Number: (877) 880-5559 Email Address: bayleigh@visuallanguagepro.com BLIND/SHELTERED WORKSHOP, SDVE PARTICIPATION Blind/Sheltered Workshop: No SDVE: No **COOPERATIVE PROCUREMENT** 

Yes





#### **INSTRUCTIONS AND INFORMATION**



- 1. **PREFERRED USE:** 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(s) unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.
- SIGN LANGUAGE INTERPRETATION SERVICES: Sign language interpreter services shall be the translation of English spoken or written concepts to any specialized vocabulary utilized by a deaf individual or the translating of a deaf individual's specialized vocabulary to English spoke or written concepts. A telecommunications operator providing deaf relay service or an individual providing operator services for the deaf individual shall not be considered to be an interpreter.
- 3. **PRICE DETERMINATION:** Since multiple contracts exist, the state agency shall utilize the services of the lowest-priced contractor for the required services. The state agency shall determine the lowest-priced contractor by determining each contractor's total cost based upon the anticipated number of hours, the skill level of the interpreter, and if applicable, the emergency fee of interpreter services required, and the prices quoted on the Pricing Page. In the event the lowest-priced contractor in the applicable region is unable to provide the required services due to unavailability, the state agency shall contact the next lowest-priced contractor in the applicable region. If additional contracts exist, the state agency shall continue to use the same criteria for selecting a contractor until the needs of the state agency are met.
  - a. None of the contractors were awarded preference points.
  - b. See Sign Language Pricing Table Excel Doucment attached.





4. **Location of Services -** The following table identify the regions within the State of Missouri and the counties associated with each of the regions:

Region	Counties
Central	Audrain, Benton, Boone, Callaway, Camden, Carroll, Chariton, Cole, Cooper, Dent, Gasconade, Howard, Laclede, Maries, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Phelps, Pulaski, Randolph, Saline
Western	Bates, Cass, Henry, Johnson, Lafayette, Platte, Ray
Eastern	Crawford, Franklin, Jefferson, Lincoln, Pike, St. Francois, Ste. Genevieve, Warren, Washington
Northeast	Adair, Clark, Grundy, Knox, Lewis, Linn, Livingston, Macon, Marion, Mercer, Putnam, Ralls, Schuyler, Scotland, Shelby, Sullivan
Northwest	Atchison, Andrew, Buchanan, Caldwell, Clinton, Davies, DeKalb, Gentry, Harrison, Holt, Nodaway, Worth
Southeast	Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Oregon, Pemiscot, Perry, Reynolds, Ripley, Scott, Shannon, Stoddard, Wayne
Southwest	Barry, Barton, Cedar, Christian, Dade, Dallas, Douglas, Greene, Hickory, Howell, Jasper, Lawrence, McDonald, Newton, Ozark, Polk, St. Clair, Stone, Taney, Texas, Vernon, Webster, Wright
St. Louis Metro	St. Louis City, St. Louis County, St. Charles
Kansas City Metro	Jackson, Clay

#### 5. **CONTRACT MANAGEMENT:**

- a. The state agency should monitor, measure, and manage the contractor's performance of services and delivery of products according to the contractual requirements. Please refer to the Contract Management Guide: https://oapurch.state.mo.us/procurementsources.shtm
- b. In the event your state agency encounters any issues or has any concerns or questions regarding the contract, please contact the Division of Purchasing in writing to the attention of the buyer shown on the front page of this document.
- c. To assist the Division of Purchasing in monitoring the performance of the contractors and ensuring quality services are provided to state agencies, state agencies are strongly encouraged to submit documentation regarding the contract and contractor performance to the Division of Purchasing to the attention of the buyer listed on the front page of this document.





#### **CONTRACT SCOPE OF WORK**

#### 2. Scope of Work

#### 2.1 General Requirements:

- 2.1.1 The contractor shall provide sign language interpretation services (hereinafter referred to as interpretation services) for any state agency within the State of Missouri, in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
  - a. For purposes of the contract, interpretation services shall be defined as the translation of English spoken or written concepts to any specialized vocabulary utilized by a deaf individual or the translating of a deaf individual's specialized vocabulary to English spoken or written concepts. A telecommunications operator providing deaf relay service or an individual providing operator services for the deaf individual shall not be considered to be an interpreter.
  - b. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.
- 2.1.2 The contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include the person/personnel provided by the contractor.
- 2.1.3 The contractor shall provide interpretation services in accordance with the contractor's Notice of Award. The contractor shall provide interpretation services at site(s) designated by the state agency. If requested by the state agency and if the contractor is agreeable, the contractor shall provide interpretation services in a county not specified on the Pricing Page.
- 2.1.4 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.
- 2.1.5 Cooperative Procurement Program: The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or 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 (section 67.360, RSMo, which is available on the internet at: <a href="https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=">https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=</a>). 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. The following website identifies the current members of the Cooperative Procurement Program: <a href="https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing">https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing</a>.

- 2.1.6 The contractor must have experience providing sign language interpretation services.
- 2.1.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

#### 2.2 Assignment of Interpretation Services:

- 2.2.1 Upon determination of the need for interpretation services, the state agency will review the list of awarded contractors for the requested service(s) and county(ies). The state agency will then contact the lowest priced contractor. The state agency will provide the contractor with as much prior notice of the interpretation services as possible.
  - a. The state agency shall determine the lowest priced contractor, including consideration of preferences, as specified below:
    - The state agency will determine the lowest priced contractor by determining each contractor's total cost based upon the anticipated number of hours and if applicable the emergency fee of interpretation services required and the prices quoted on the Pricing Page. Upon determination of each contractor's total cost, cost points shall be computed from the results of the calculation stated above using a scale of 200 possible points and the following formula:

Lowest Responsive Contractor's Price X 200 = Cost evaluation points

- 2) For those contractors awarded bonus preference points during the evaluation of RFPS30034902500040, such bonus preference points shall be added to the contractor's cost evaluation points. Contractors that proposed to include products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo were awarded five to fifteen (5-15) bonus preference points during the evaluation of RFPS30034902500040. Additionally, contractors that qualify as Missouri service-disabled veteran business enterprise were awarded the three (3) bonus preference points during the evaluation of RFPS30034902500040.
- 3) The contractor with the most points after totaling the cost evaluation points and preference points will be considered the lowest priced contractor, including consideration of preferences.





- 4) The contractor understands and agrees that the State of Missouri may, after award of the contract(s), enter into additional contracts for similar services with other entities, and that the decision to solicit such contracts is solely the state's decision as to the state's needs and best interests.
- b. The state agency will contact the lowest priced contractor in the applicable county to secure services.
- 2.2.2 When interpretation services are required, the state agency shall provide the contractor with as much prior notice of the interpretation services as possible. In the event the lowest priced contractor, including consideration of preferences, is unable to provide the required services due to unavailability of a qualified interpreter, the determination by the state agency of an unacceptable interpreter, or the contractor does not respond regarding the availability of interpreters within the requested timeframe, the state agency shall contact the next lowest priced contractor, including consideration of preferences. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.
  - a. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.
  - b. In the event that none of the awarded contractors can provide the required services, the state agency may obtain the needed services from another source.
- 2.2.3 When a state agency requests the contractor's services, the state agency will specify the date, time, location, and skill level of interpreter (i.e. Basic, Advanced, Master, Legal Interpretation Services or Department of Mental Health (DMH) Trained) required. In addition, the state agency will identify any other specific requirements if performing specialized interpretation services, as described later herein, at the time of the request for service, such as assisting state agency personnel in the admission of a client to a psychiatric hospital or interpreting between the client and the client's doctor. The client(s) may be adult(s), child(ren), or adolescent(s).
- 2.2.4 In the event the state agency requires interpretation services for an individual, the state agency shall take the individual's perspective into consideration when selecting the contractor to contact for interpretation services.
  - a. If applicable, the state agency shall inform the contractor of possible dangerous situations, including the behavior of the client. The state agency shall take every possible measure to ensure the safety of the contractor. However, the contractor may refuse to provide services for such situations with no negative reflection on contractual performance. The State of Missouri does not purport to identify every possible instance of a dangerous situation.





- b. Upon contact by the state agency, the contractor shall review the anticipated needs of the state agency and, except when services are needed within the next twenty-four (24) hours (hereinafter referred to as emergency services), the contractor shall advise the state agency within twenty-four (24) hours after the state agency's contact if the required interpretation services can be provided by the contractor within the time frame and at the location required by the state agency.
  - For emergency services, the contractor must advise the state agency immediately if the contractor can meet the state agency's needs in regard to interpretation services. For emergency services, if the contractor does not contact the state agency within a reasonable time frame (as determined by the state agency on a case-by-case basis), the contractor shall understand and agree that the state agency shall have the right to contact the next lowest priced contractor to obtain the needed services.
- c. In the event the lowest priced contractor is unable to provide the required services due to unavailability of a qualified interpreter, the determination by the state agency of an unacceptable interpreter, or in the event that the contractor does not respond regarding the availability of interpreters within the required time frame, the state agency shall contact the next lowest priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.
- 2.2.5 The contractor must decline to provide the needed interpretation services if a qualified interpreter or the skill level of interpreter requested is not available in the time frame required by the state agency.
- 2.2.6 If required by the state agency, the contractor shall provide resumes with references for interpreter(s) available to the state agency. The contractor shall not be required to submit more than six (6) such resumes. The state agency reserves the right to conduct interviews with any interpreters identified as being available for interpretation services.
- 2.2.7 If required by the state agency, any interpreter identified to provide interpretation services shall have a security clearance approved by the state agency prior to providing services for the state agency. The contractor shall request and receive the security clearance information from the Missouri State Highway Patrol for each interpreter.
  - a. The contractor shall be responsible for the costs for all security clearances.
- 2.2.8 Based on the reviews of resume information, security clearance information, and/or prior experience with a specific interpreter, the state agency reserves the right to determine any interpreter as unacceptable and reject any or all of the interpreter(s) selected by the contractor. 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.
- 2.3 Specific Requirements for Sign Language Interpretation Services:





- 2.3.1 The contractor shall coordinate all interpretation assignments with the specific state agency requesting interpretation services. If requested by the state agency and if proposed by the contractor in the awarded proposal, the contractor shall conduct the virtual interpretation services through an electronic means (e.g. Skype, FaceTime, video conference, etc.).
- 2.3.2 In the event an interpretation assignment exceeds two (2) hours of interpreting, or the assignment is for a public meeting where (non-stop) continuous interpreting is required, the contractor shall provide two (2) interpreters. The interpreters shall work together as a team so that no one (1) interpreter provides interpretation services in excess of two (2) continuous hours.
- 2.3.3 The contractor shall provide sign language interpreters that are certified and licensed interpreters in accordance with section 209.321, RSMo and the Code of State Regulations under Title 5, Division 100, Chapter 200. The contractor shall ensure that the interpreters maintain their certificates and licenses in active status and good standing.
  - a. If required by the state agency, the contractor shall provide copies of certificates and licenses to the state agency.
  - b. Individuals involved in facilitating communication other than manual communication are exempt from sections 209.285 209.339, RSMo, and the Code of State Regulations under Title 5, Division 100, Chapter 200, until such time as an evaluation methodology can be implemented by the Board for Certification of Interpreters, the contractor shall abide by the methodology once implemented by the Board for Certification of Interpreters. Modes exempt are:
    - 1) Cued Speech;
    - 2) Oral Interpreting;
    - 3) Tadoma;
    - 4) Amanubet; and
    - 5) Alphabet printing.
- 2.3.4 In accordance with all applicable laws, regulations, and procedures, the contractor and the contractor's interpreter shall maintain strict confidentiality of all information and records that the contractor and the interpreter provided by the contractor may come in contact with or be privy to in the course of providing services. The contractor and the contractor's interpreter provided by 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.

#### 2.4 Specialized Sign Language Interpreter Requirements:

2.4.1 The state agency shall identify the specific skill level (i.e. Basic, Advanced, Master, Legal Interpretation Services or DMH Trained) of interpretation services required at the time of the request for service. The contractor shall understand and agree pursuant to CSR linked below, the contractor should advise the





state agency in the event the appropriate level of sign language classification was not requested by the state agency.

- a. The contractor shall provide an interpreter with a skill level that meets the standards that are required in the Code of State Regulation as provided in the following link <a href="https://www.sos.mo.gov/cmsimages/adrules/csr/current/5csr/5c100-200.pdf">https://www.sos.mo.gov/cmsimages/adrules/csr/current/5csr/5c100-200.pdf</a>. The contractor must agree that contractor may not bill the requesting state agency a rate for a certification level higher than that required by skill level standards in the Code of State Regulation unless a higher certification level was required by the contract or specified by the requesting state agency. If the contractor finds the skill level requested does not meet the Code of State Regulation standards, the contractor must provide the requesting state agency justification on why the skill level requested is not acceptable for the proposed services. The determination of the specific skill level for the services shall be mutually agreed upon by the state agency and the contractor.
  - The contractor shall provide an interpreter with a skill level of Advanced or Master when interpreting medical concepts/language, mental health therapy, mental health testing and evaluation, mental health topics in therapeutic situations, and highly technical concepts such as data processing terms.
  - The contractor shall provide an interpreter with Legal Interpretation Services as for court proceedings or services as defined by the state agency. Advanced or Mastery skill level for Legal Interpretation services is used for the legal topics/concepts that focus on a client's incarceration, capacity, etc., as the complexity of the cases may require better qualified interpreters.
- 2.4.2 If DMH Trained interpreters are available by the contractor, as indicated on the Pricing Page, and if requested by the DMH, the contractor shall provide interpreters that have completed the Missouri DMH Interpreter Training Program, as identified in DMH's Department Operating Regulation Number 4.141, section (5)(B)2. The contractor is advised that while DMH prefers to utilize interpreters that have completed the DMH Interpreter Training Program, DMH will not restrict their utilization of interpreters to just those interpreters that have completed the DMH Interpreter Training Program can be found at <a href="Deaf Services Education & Training | dmh.mo.gov">Deaf Services Education & Training | dmh.mo.gov</a>.

#### 2.5 Scheduling Requirements:

- 2.5.1 The contractor shall provide interpreter services twenty-four (24) hours per day, seven (7) days per week, at a location designated by the state agency. This includes State of Missouri Holidays that are listed on State Holidays | Office of Administration (mo.gov).
  - a. The contractor must be available in the manner (beeper service, phone / voice message service, etc.) specified for a state agency to contact the contractor for interpreter services.



- 2.5.2 The contractor shall provide interpretation services in accordance with the contractor's Notice of Award. The contractor shall provide interpretation services at site(s) designated by the state agency. If requested by the state agency and if the contractor is agreeable, the contractor shall provide interpretation services in a county not specified on the Pricing Pages.
  - a. In the event the contractor is providing services outside of an awarded county, the contractor may invoice for the out of awarded county fee stated on the Pricing Page.
- 2.5.3 The contractor shall provide interpreter services to any individual as requested by a state agency (i.e. services to individuals wanting to take the driver examination).
- 2.5.4 The contractor shall not assign an interpreter to provide services in excess of forty (40) hours per week for an individual state agency unless requested or approved by the state agency. For purposes of the contract, a week shall begin on a Sunday and end on the following Saturday.
- 2.5.5 The contractor shall coordinate all interpreter service assignments with the specific state agency requesting interpreter services.
- 2.5.6 In the event a scheduled interpreter is unable to keep an appointment or in the event that a competent interpreter is no longer available, the contractor shall notify the requesting state agency a minimum of twenty-four (24) hours in advance. The state agency should be notified by phone call to a designated point of contact provided by the state agency. 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.
  - a. 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.
  - b. Notifying the state agency a minimum of twenty-four (24) hours in advance shall relieve the contractor from providing a substitute for only that particular interpreting assignment.
- 2.5.7 The state agency will attempt to give at least twenty-four (24) hours' notice to the contractor of a cancellation of services previously requested.

#### 2.6 State Agency Requirements:

- 2.6.1 Each time the contractor's services are needed, the state agency will attempt to utilize the interpreter provided for a minimum of two (2) consecutive hours.
- 2.6.2 In the event a conflict and/or problem occurs with any interpreter(s) provided by the contractor, the state agency will notify the contractor.
- 2.7 Contractor Reporting Requirements: (Refer to the RFP for the requirements).





#### 2.8 Liquidated Damages:

- 2.8.1 The contractor shall agree and understand that the provision of interpreter services in accordance with the requirements stated herein are considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
  - a. In the event of a "no-show" of a contractor interpreter or in the event the contractor assigns a contractor interpreter who is not qualified to provide the services requested, the contractor may be assessed liquidated damages in an amount of fifty dollars (\$50.00) for each hour in which interpreter services are not provided.
  - b. The contractor shall also understand and agree that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
  - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
  - d. The contractor shall understand and agree that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

#### 2.9 Electronic Funds Transfer, Invoicing, and Payment Requirements and Travel Expenses:

2.9.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through EFT. Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <a href="https://MissouriBUYS.mo.gov">https://MissouriBUYS.mo.gov</a>.

#### 2.9.2 Invoicing:

- a. The contractor shall submit invoices upon completion of a specific interpreting assignment, and in the event the individual is not responsible for payment, the contractor shall invoice the state agency which has received the service. The invoice must state the following:
  - 1) The name(s) of the interpreter providing service,
  - 2) The skill level of interpreting provided (i.e. Basic, Advanced, Master, or DMH Trained), and





- 3) The number of hours of service provided by each interpreter.
- b. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices and distinguish an invoice from a previously submitted invoice. The contractor must comply with all other invoicing requirements stated in the RFP.
- c. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- d. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
- e. When a contractor provides services within a county awarded, the contractor may invoice for the firm, fixed price stated the Pricing Pages for that county and the per diem rate for travel expenses.
- f. When a contractor provides services outside of a county awarded, the contractor may invoice for the firm, fixed price stated on the Pricing Pages for the <u>county</u> closest to the designated service location and the firm, fixed out of awarded county fee, and the per diem rate for travel expenses.
- g. The contractor shall not invoice for the interpreter's travel time. Travel time shall be defined as the time it takes to get from the interpreter's place of business/home to the location the services are being provided and back.
- 2.9.3 Payment: The contractor shall be paid for services provided according to prices stated on the Pricing Page for services actually provided.
  - a. The contractor shall be paid on an hourly basis by the state agency requesting interpretation services and for which services have been provided. The hourly price for interpreting services shall begin at the scheduled time of the interpretation assignment as requested and authorized by the state agency (provided the interpreter is present at the scheduled time), and shall be prorated to the quarter hour to correspond to the actual time of delivered service. The applicable hourly price chargeable shall be based on the time of the assignment of service.





- b. In the event the contractor provides emergency interpretation services, the contractor shall be entitled to the emergency fee stated on the Pricing Page, in addition to the hourly price stated on the Pricing Page for service. The emergency fee shall be a one-time charge and shall be assessed only for the specific interpretation assignment to which it applies.
- c. In the event the contractor's services are required for less than two (2) hours for attending any scheduled interpretation assignment as requested and authorized by a state agency, the contractor shall be paid for two (2) hours of service. In the event an assignment is cancelled by the state agency without at least twenty-four (24) hours' notice of the cancellation, the contractor shall be paid for the amount of time the assignment was requested.
  - 1) In no event shall the contractor be paid for more than one (1) interpreter for an assignment that was scheduled for less than two (2) hours, unless reasonable justification is given by the contractor and approved by the state agency.
- d. Payments are due upon receipt of a valid invoice, payable in thirty (30) calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- e. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- f. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- g. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <a href="https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx">https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx</a>.
- h. The contractor shall not be paid for the time allotted for the interpreter's lunch break or other extended official dismissal.
  - 1) In the event the contractor provided two (2) or more interpreters as required for an assignment each interpreter shall be paid for the time allotted for the interpreter's lunch break, or other extended official dismissal.
- i. In the event of a dispute regarding hours invoiced, the state agency shall determine the appropriate invoicing amount (hours to be invoiced). The contractor shall understand and agree that the state agency's determination shall be final and without recourse.





- 2.9.4 In the event fewer hours of service are provided than originally requested by the state agency, the contractor shall be paid as follows:
  - a. If eight (8) hours or less service are requested and provided, the contractor shall be paid for the amount of service requested. However, if less than two (2) hours of services are requested or provided, the contractor shall be paid for two (2) hours of services.
  - b. If more than eight (8) hours of service are requested but eight (8) hours or less are provided, the contractor shall be paid for eight (8) hours.
  - c. If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
- 2.9.5 In the event the state agency requests interviews prior to selecting an interpreter, the state agency shall pay the contractor for the actual time of the interview(s) for each person and, if present, the contractor's management. The contractor's management and the person shall be paid for the actual time of the interviews in accordance with the firm, fixed price per hour stated on the Pricing Page, based on the skill level (i.e. Basic, Advanced, Master, Legal Interpretation Services or DMH Trained) requested.
- 2.9.6 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.
  - a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state.
  - b. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.
    - 1) Travel Expenses: The contractor must have the prior written approval of the state agency for any travel related expenses.
  - c. The contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the contractor's internal written policy, whichever is lower.
    - 1) The CONUS can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <a href="http://www.gsa.gov">http://www.gsa.gov</a>.
  - d. The contractor must have the prior written approval of the state agency for any travel related expenses that may exceed the CONUS rates.





- e. Other Miscellaneous Travel Expenses The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.
- f. Travel Expenses Invoicing and Payment The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for travel expenses.
  - 1) The contractor shall be reimbursed for such travel expense, after receipt of all required documentation and approval by the state agency of the invoice and documentation.
- 2.9.7 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 2.9.8 If the state agency denies a request by the contractor for payment or reimbursement, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.9.9 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 2.9.10 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 2.9.11 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.9.12 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the contractor.
- 2.7.13 Missouri Statewide Contract Quarterly Administrative Fee (Refer to the RFP for the requirements).