



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 21, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4557

SUBJECT: **AWARD NOTICE – Addendum #3 Effective June 7, 2012**
CONTRACT NO. GSS11627INTERPRETER
INTERPRETER SERVICE – TELEPHONE BASED

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Pursuant to 29 Del C., §6933, cooperative purchasing agreements are authorized. Western States Contracting Alliance (WSCA) uses a "Lead State" model in issuing cooperative solicitations. One WSCA state leads the procurement, issues the solicitation and awards the contracts based on that state's statutory requirements and processes. The Lead State owns and manages the contract(s). A competitive bidding and selection process was conducted by the State of Washington as the Lead State.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid through February 15, 2013. Each contract may be renewed for two (2) additional one (1) year period through negotiation between the contractor, the State of Washington and Government Support Services.

3. VENDORS:

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<p>Contract # GSS11627INTERPRETERV01 State of Washington Contract Number: 03508 FSF Vendor ID: 0000034238 Language Line Services, Inc. Attn: Greg Welsh 1 Lower Ragsdale Dr, Bldg 2 Monterey, CA 93940-5747 Phone: (877) 716-0669 Cell: (831) 915-2797 Email: jwelsh@languageline.com Website: http://languageline.com/</p>
<p>Contract # GSS11627INTERPRETERV02 State of Washington Contract Number: 03508 FSF Vendor ID: 0000095533 Pacific Interpreters, Inc. Attn: Mindy Dutka 707 SW Washington Suite 200 Portland, OR 97205-3547 Phone: (212) 706-9226 Cell: (646) 588-8758 Fax: (917) 591-7634 Email: mindyd@pacificinterpreters.com Website: http://pacificinterpreters.com/</p>

GSS11627INTERPRETERV03
 State of Washington Contract Number: 03508
 FSF Vendor ID: 0000133281
 CTS LanguageLink
 Attn: Sarah Gamble
 911 Main St., Suite 10
 Vancouver, WA 98660
 Phone: (360) 433-0437
 Fax: (360) 906-6355
 Email: sarah.gamble@ctslanguagelink.com
 Website: <http://www.ctslanguagelink.com>

4. PRICING:

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VENDOR	PRICING
Language Line Services, Inc.	\$0.98/min. for all languages
Pacific Interpreters, Inc.	\$0.86/min. for all languages
CTS LanguageLink	\$0.82/min. for all languages

5. LANGUAGES:

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Albanian	Ewe	Italian	Nepali	Spanish
Amharic	Farsi	Japanese	Nuer	Sudanese Arabic
Arabic	French	Karen	Oromo	Swahili
Armenian	Fulani	Khmer	Pashto	Swedish
Bengali	German	Kirundi	Persian	Tagalog
Bosnian	Greek	Korean	Polish	Taiwanese
Bulgarian	Gujarati	Kunama	Portuguese	Tamil
Burmese	Haitian Creole	Kurdish	Punjabi	Thai
Cambodian	Hausa	Laotian	Romanian	Tibetan
Cantonese	Hebrew	Maay	Russian	Tigrinya
Chin	Hindi	Malay	Samoan	Taishanese
Chunkese	Hmong	Malayalam	Serbian	Tongan
Croatian	Hungarian	Mandarin	Serbo Croatian	Turkish
Czech	Ilocano	Marshallese	Sinhalese	Ukrainian
Danish	Indonesian	Mien	Slovak	Urdu
Dari	Inupiaq	Mixteco	Somali	Vietnamese
Dinka	Iraqi Arabic	Mongolian	Sorani	Yupik

6. SERVICES AVAILABLE:

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The contract provides 365-days a year/7-days a week/24-hours a day Telephone based Interpreter Services on an “as needed” basis for Limited English Proficiency (LEP) clients needing immediate interpreter assistance.

7. CONTRACT EXCLUSIONS:

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The Contract *does not* include in-person interpreting, sign language interpreting or document translation services.

ADDITIONAL TERMS AND CONDITIONS

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8. CONNECTION:

- a. On average, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor’s facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer’s selection.
- b. On average, Contractor must respond to calls at a rate of 95% or greater within 30 seconds of the client’s language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
- c. In the event interpretation service for Spanish, Russian, Somali, Vietnamese, Tagalog, Korean or Farsi does not begin within 60 seconds of the client’s language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Spanish, Russian, Somali, Vietnamese, Tagalog, Korean or Farsi results in a customer being told “no interpreter is available,” the Contractor will be subject to a self-assessed penalty equal to the cost of the customer’s average interpreter call for the month in which the “no interpreter available” event occurs. These penalties will be assessed monthly and will be itemized and deducted from the appropriate monthly invoice total.

- d. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.

9. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

Billing Will Be From	Payment Sent To
Language Line Services, Inc. 1 Lower Ragsdale Dr, Bldg 2 Monterey, CA 93940-5747	Language Line Services, Inc. P. O. Box 16012 Monterey, CA 94932-6012
Pacific Interpreters, Inc. 707 SW Washington Suite 200 Portland, OR 97205-3547	Pacific Interpreters, Inc. 707 SW Washington Suite 200 Portland, OR 97205-3547
Corporate Translation Services, Inc. (CTS) 911 Main St., Suite 10 Vancouver, WA 98660	Corporate Translation Services, Inc. (CTS) 911 Main St., Suite 10 Vancouver, WA 98660

- a. Contractor must only invoice for the time that interpreter service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.
- b. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.
- c. Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.
- d. The minimum billable charge shall be equal to a one minute charge at the rate of the language for which interpreter service is provided.
- e. Invoices must contain the following information, at a minimum:
 - i. Master contract number and/or Contract Number GSS11627INTERPRETER.
 - ii. Date of invoice.
 - iii. Contractor name and address.
 - iv. Customer account number.
 - v. Billing period.
 - vi. Total number of calls interpreted.
 - vii. Total number of billable interpretation minutes.
 - viii. Total number of “no interpreter available” calls.
 - ix. Total dollar amount of credits and/or penalties for qualifying calls that do not meet the criteria established in *Technical Requirements*, section titled, “Connection,” Item #8.
 - x. Total dollar amount due.
 - xi. Any applicable prompt payment discount(s) available.
 - xii. Date and time of each interpreter service occurrence provided.
 - xiii. Interpreted language associated with the call.
 - xiv. Duration of the interpreter service provided, measured in tenth of a minute increments.
 - xv. Contract rate per minute.
 - xvi. Billable amount associated with each call.
 - xvii. Interpreter identification number or code as assigned by the Contractor.

10. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State’s option, without imposing any additional fees, costs or conditions.

11. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

12. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

13. EMERGENCY MANAGEMENT PLAN:

- a. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.)
- b. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.

14. CONFIDENTIALITY STATEMENT AND PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATON:

Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract.

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Delaware Code Title 16 [Chapter 12](#) or other state or Federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a “covered entity” under HIPAA, and that (2) Contractor will perform “business associate” services and activities covered under HIPAA, then at Purchaser’s request, Contractor agrees to execute Purchaser’s business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser’s option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser’s Confidential Information.

15. INTERPRETER OPERATIONAL REQUIREMENTS:

- a. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
- b. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
- c. The interpreter will respect cultural differences of the client.
- d. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
- e. The interpreter will accurately interpret the client’s statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning of the client’s statements.
- f. All conversations or interpretation between the interpreter, the customer and the client will remain confidential and will not be shared with individuals unrelated to the call.

16. CUSTOMER RESPONSE CRITERIA:

Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria:

- a. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer’s questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer’s request, Contractor must provide a senior administrative contact to escalate the request.
- b. Request for materials: Instructional materials must be mailed to the customer within two working days of receiving the request.
- c. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Contractor.

17. INSTRUCTIONAL MATERIALS:

Contractor must provide instructional materials to assist end users in accessing the services that will be provided under the Contract. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract.

18. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

19. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

20. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

21. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

HOW TO USE INSTRUCTIONS

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Below you will find instructions on how to set up your initial account(s) with the respective vendors. An account can be set up by Department with sub-accounts for each division or section or each division or section can be responsible for setting up their own account.

Language Line Services

➤ **POC Information:**

Greg Welsh
PH: 877-716-0669
FX: 800-821-9040
Email: gwelsh@languageline.com

➤ **Setting up an account:**

- Vendor rep will email you two attachments to complete in order to set up an account.
 - Attachment A – Interpreter Services Usage Charges and Schedule of Fees: This document highlights the coverage per the WSCA agreement.
 - Attachment B – Subscribed Interpretation of Customer Contact and Profile: This form collects the information about your agency (POC, billing information, training contact, etc.)
- When you send the two attachments back you will also want to include the link for the current tax exempt certificate.
- Once the account has been set up you will receive a “Quick Reference Guide” email. The email will contain the 1-800-number for you to call along with a 6-digit Client ID #. The email will also contain simple instructions, important tips, “Hold Please” instructions, and tips for working with an interpreter.

➤ **Tax Exempt Certificate:**

http://extranet.accounting.state.de.us/Memo_11/11-07.pdf (as of 01/07/11)

➤ **Use of contract:**

- *You Receive a Call From a Limited English Speaker*
 - Place the **Limited English Speaker** on conference hold.
 - Dial the Language Line Services designated toll-free number you have been provided at sign-up.
 - Request the language your caller speaks through our easy-to-use interactive voice response (IVR) system.
 - When the interpreter is connected, explain the situation.
 - Conference in your limited English-speaking caller.
- *You Need to Make a Call to a Limited English Speaker*
 - Dial the Language Line Services designated toll-free number.
 - Request the language your client speaks through our easy-to-use interactive voice response (IVR) system.
 - When the interpreter is connected...
 - Call your limited English-speaking client...
 - Or the interpreter can place the call for you within the U.S. or Canada.
- *You Are Face-to-Face With a Limited English Speaker*
 - Dial the Language Line Services designated toll-free number.
 - Request the language your client speaks through our easy-to-use interactive voice response (IVR) system.
 - When the interpreter is connected, use the Language Line® Phone, or your speakerphone, or pass your handset back and forth.

Pacific Interpreters, Inc

➤ **POC Information:**

Mindy Dutka
PH: 212-706-9226 (Office)
PH: 646-588-8758 (Cell)
FX: 917-591-7634
Email: mindyd@pacificinterpreters.com

➤ **Setting up an account:**

- Vendor rep will email you an attachment to complete in order to set up an account. An account can be set up by Department with sub-accounts for each division or section or each division or section can be responsible for setting up their own account.
 - Attachment B – Client Profile Information Form: This form collects the information about your agency (POC, billing information, etc.)
 - The rep will also ask for the major language(s) that will be requested and any anticipated rare languages along with the approximate # of minutes per month they anticipate using the service.
- Once the account has been set up you will receive an email containing the 1-800-number for you to call along with a 5-digit Access Code # and simple instructions. A separate welcome packet will be sent to you by mail.

➤ **Use of contract:**

- *You Receive a Call From a Limited English Speaker*
 - Use the conference hold feature if the client is on the phone
 - Dial the designated toll-free number
 - Our CSA will prompt you for the following information:
 - Access Code
 - Language Needed
 - Department Name
 - You will be placed on hold briefly, and connected to an interpreter in less than 30 seconds.
- *You Need to Make a Call to a Limited English Speaker*
 - Dial the designated toll-free number
 - Our CSA will prompt you for the following information:
 - Access Code
 - Language Needed
 - Department Name
 - Our CSA will ask if you need to call a client (or other parties), and the name(s) and telephone number(s) of the person(s) you would like added to the call.
 - You will be placed on hold briefly while we access an interpreter. The customer service associate will add an interpreter on the line and then make the additional call-outs.
- *You Are Face-to-Face With a Limited English Speaker*
 - Dial the designated toll-free number
 - Our customer service associate (CSA) will prompt you for the following information:
 - Access Code
 - Language Needed
 - Department Name
 - You will be placed on hold briefly, and connected to an interpreter in less than 30 seconds.

CTS LanguageLink



Western States Contracting Alliance (WSCA) Account Set Up Instructions

To set up your new account with CTS LanguageLink simply:

1. Log onto our website <http://wsca.ctslanguagelink.com/>
2. Fill out the WSCA Account Application Form by entering your contact and billing information (please note all required fields are highlighted in yellow)
3. Read thru and accept the Terms and Conditions
4. Click on Create Account

CTS LanguageLink offers two numeric data fields to be gathered at the time of the call customized to your billing needs. This information will be included on your invoice and call detail records on our client portal. We are unable to gather details after the call has been completed, therefore it is imperative that new customers utilizing our services for the first time contact our Quality Assurance team after completing the application online, in order activate the data fields.

****Please Note:** ALL new accounts are set up to require the CTS Account # and Language only. If you need to CTS LanguageLink to retrieve additional data from your callers in order to utilize services, please contact our Quality Assurance team at qualityassurance@ctslanguagelink.com, or toll free 800-208-2620.

After completing the Account Application, you will receive an electronic correspondence within 24 business hours to notify you that the account has been activated. The correspondence will include your account information and instructions including:

- How to Request Services
- Frequently Asked Question
- Sample Invoice and Invoice Notification Email for paperless invoicing
- Client Portal Instructions
- "Point to Your Language" Visual
- Tips on how to work with an interpreter

If you have any questions please contact our Quality Assurance team at qualityassurance@ctslanguagelink.com, or toll free 800-208-2620.



How to Use Interactive Voice Response (IVR)

- Step 1:** Call 1-888-338-7394
- Step 2:** Enter Account Number, followed by # sign
- Step 3:** Select 1 to be connected directly to your Spanish interpreter, *or*
Select 2 to be connected directly to your Russian Interpreter, *or*
Select 9 for all other languages
- *If you require a 3rd party call, press 9 to reach a Customer Service Representative

IVR FAQs:

What if I do not know my Account number?

You do need this information in order to reach the interpreter directly. If you are unsure of your account number, wait and the system will direct you to a live operator who will look up your account.

What is IVR?

IVR stands for Interactive Voice Response. CTS LanguageLink's IVR system allows a customer to quickly select the language desired for interpretation and be connected immediately to an interpreter without interaction with a live attendant. The benefit of this is an even faster connect time to your interpreter and better service to your limited English proficient (LEP) client.

What is a third party call?

A third party call is when you need CTS LanguageLink to call the LEP client and then bridge the call together with you and the interpreter.

How do I make a third party call with CTS LanguageLink?

If you need a third party call, press 9 (even for Spanish) to reach a Customer Service Representative (CSR) and let the operator know you need a third party call. We are happy to assist you with this at no additional charge. Our interpreters are not able to make the third party call directly.

I need another language other than the ones listed. How do I get my interpreter on the line?

Press 9 for other languages and let the CSR know which language you require and they will connect you. If the language is unknown, you may reference the "Point to your Language" visual for help with most requested languages or ask a representative for assistance.

Please contact our Quality Assurance Team if you have any further questions:

Email: qualityassurance@ctslanguagelink.com

Toll Free: 1 (866) 610-1338