



SERVICE CONTRACT
Master Agreement

DATE: **12/18/2019**

MASTER AGREEMENT #: **1912060000000000077**

CONTRACT AMOUNT: \$ **\$ 0.00 State Agencies will use on an as needed basis**

START DATE: **1/1/2020** END DATE: **12/31/2021**

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two renewals, subject to continued availability of funding and satisfactory performance.

This Contract is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **Administrative and Financial Services, Division of Procurement Services**

Address: **111 Sewall Street, Burton Cross Building, 4th Floor**

City: **Augusta** State: **ME** Zip Code: **043330-0009**

PROVIDER

PROVIDER: **Corporate Translation Services, Inc. dba Language Link**

Address: **701 NE 136th Ave., Suite 200**

City: **Vancouver** State: **WA** Zip Code: **98684**

Provider's Vendor Customer #: **VC0000127259**

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Administrative and Financial Services, Bureau of Business Management, Division of Procurement Services

DocuSigned by:

Jaime Schorr

Signature: **Jaime C. Schorr, Chief Procurement Officer**
Date **12/19/2019**

Corporate Translation Services, Inc. dba Language Link

DocuSigned by:

Daniel Nelson

Signature **Daniel Nelson, Chief Operating Officer**
Date **12/19/2019**

Service Contract (SC) rev. June 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

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DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: **Kathy Paquette**
Email: **Kathy.L.Paquette@maine.gov**
Address: **111 Sewall Street**
City: **Augusta** State: **ME** Zip Code: **04333-0009**
Telephone: **207-624-7877**

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: **Sarah Gamble, Director of Sales & Marketing**
Email: sales@language.link
Address: **701 NE 136th Ave., Suite 200**
City: **Vancouver** State: **WA** Zip Code: **98684**
Telephone: **360-433-0441**

STATE OF MAINE | SERVICE CONTRACT**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D – Debarment, Performance and Non-Collusion Certification
<input checked="" type="checkbox"/>	Rider E – Certificate of Liability Insurance
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input checked="" type="checkbox"/>	Business Associate Agreement – Included at Department's Discretion
<input checked="" type="checkbox"/>	Attachment 1 – List of Languages
<input checked="" type="checkbox"/>	Attachment 2 - How to Access Over the Phone Interpretation Services
<input checked="" type="checkbox"/>	Attachment 3 – Tips and Advice
<input checked="" type="checkbox"/>	Attachment 4 – Sample Point to your language
<input checked="" type="checkbox"/>	Attachment 5 – Client Portal Instructions
<input checked="" type="checkbox"/>	Attachment 6 – Quality Assurance Program

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FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

Funding Total: \$ **0.00** - **State Agencies will use on an as needed basis**

STATE OF MAINE | SERVICE CONTRACT**RIDER A
SCOPE OF WORK****TABLE OF CONTENTS**

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports
- VI. Rates

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Contract	Formal and legal binding agreement
MA	Master Agreement – A contractual agreement which will govern the relationship between the State of Maine and the Provider
Department	Department of Administrative and Financial Services, Division of Procurement Services
State	State of Maine
Provider	Provider that is a party to a State of Maine Master Agreement
HIPPA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
NCIHC	National Code of Ethics for Interpreters in Health Care
DO	Delivery Order - An order created to procure specific assignments from an established Master Agreement
BAA	Business Associate Agreement
QAP	Quality Assurance Plan
Quarterly	Every three (3) months

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II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is for the provision of Telephone Based Interpreter Services on for Limited English Proficiency (LEP) clients needing immediate interpreter assistance. Services will be provided to all branches and agencies of State of Maine government on an “as needed” basis, 24/7/365 days a year and could take place anywhere that the State conducts its business.

The contract is entered into by the Department and the Provider pursuant to RFP #201906102. The RFP and the Providers proposal are incorporated into this contract by reference. The following sections are adapted from the RFP and the Provider’s proposal and are provided below for clarification and ease of reference.

The State of Maine is committed to providing purchasing opportunities for political subdivisions, municipalities, and school districts. We encourage our contractors to make their services available to these entities through separate contracts but under the same terms offered to the State. Provider may be asked to provide services to these entities.

III. DELIVERABLES:

Interpreting Services Requirements: The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with requirements below:

- Provider 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.
- The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
- The interpreter will speak in the first (1st) person.
- The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
- The interpreter will respect cultural differences of the client.
- The interpreter will refrain from entering into a disagreement with the customer and/or the client.
- 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 the of the client’s statements.
- In providing services to the Judicial Branch, the interpreter will abide by the terms and the Standards of Professional Conduct for Interpreters Providing Services in Judicial Proceedings.
http://www.courts.maine.gov/maine_courts/admin/interpreters/interpreters_policy.html
- 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. Calls must only be recorded for Quality Assurance and training purposes, with exception for the Judicial Branch.
- Judicial Branch requires all court proceedings be record for appeal purposes. (Judicial Branch records)

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- In providing services in the area of Healthcare, the interpreter will abide by the terms of the National Code of Ethics for Interpreters in Health Care – NCIHC.

Customer Service/Quality Assurance Plan: Ensure customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of service issues.

Interpreter Connect Time:

- On average, Provider must answer at least 95% of all incoming calls within 30 seconds of the call starting to ring at the Provider’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.
- On average, Provider 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.

Interpreting Guidelines and Confidentiality: Provider is fully compliant with both HIPAA and the HITECH Act, and all internal staff members are required to go through HIPAA and HITECH training and testing before beginning work. Provide does not send any Personal Health Information (PHI) electronically, nor is it stored in hard copy or on portable devices. All documents containing confidential information are shredded by a professionally licensed company that is a National Association for Information Destruction (NAID) member. All interpreters and translators abide by these same standards, and all have signed Subcontracting Agreements which cover confidentiality in their records. In addition, interpreters are tested on their knowledge of the Code of Conduct and Ethics as it relates to confidentiality and nondisclosure. All interpreters working in a judicial setting are required to comply with the *Standards of Professional Conduct for Interpreters Providing Services*. Interpreters are routinely reviewed to ensure their familiarity with and adherence to the guidelines.

Billing and Invoicing: Invoices shall contain the following information, at a minimum:

Invoices shall contain the following information, at a minimum:

- Master Agreement number
- Date of invoice
- Provider name and address
- Customer account number and department name/program
- Date and time of each interpreter service occurrence provided
- Interpreter Connection Time
- Interpreted language associated with the call
- Customer Contract/Phone number
- Total dollar amount due
- Total number of calls interpreted
- Total number of billable interpretation minutes
- Duration of the interpreter service provided, measured in minute increments
- Contract rate per minute
- For Judicial Branch Calls, the courthouse locations

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- For Judicial Branch calls, the docket/matter number of the proceeding or notation that the call is at a clerk’s window

IV. PERFORMANCE MEASURES: Contract Administrator will reach out periodically to State departments and agencies for feedback as to how this Provider is performing services as outlined in this contract.

V. REPORTS

1. Required Reports: Provide to the contract administrator a quarterly usage report no later than thirty (30) days after the end of each quarter which includes:

- a. Client (The State department and/or agency)
- b. Date/Time
- c. Language
- d. Minutes
- e. Rate
- f. Total Amount Billed

Must also have adequate reporting capabilities to comply with any requests by the State for data regarding services provided, in a timely manner.

VI. Rates:

Total Fixed Rate (per minute):	.72
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**RIDER B
TERMS AND CONDITIONS**

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin,

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ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a)The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the

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Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Funding Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this

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Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

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RIDER C

EXCEPTIONS

NA

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RIDER D

Title: DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

APPENDIX B

**State of Maine
Department of Administrative and Financial Services
DEBARMENT, PERFORMANCE, and NON-COLLUSION CERTIFICATION
RFP# 201906102
Telephone Based Interpreting Services**

Bidder's Organization Name:	Corporate Translation Services, Inc. dba Language Link
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By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. *Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

Name (Print): Daniel Nelson	Title: Chief Operating Officer
Authorized Signature: 	Date: July 24, 2019

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RIDER E

Title: CERTIFICATE OF LIABILITY INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/11/2019			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Rose City Associates LLC 10011 SE Division St Suite 300 Portland OR 97266			CONTACT NAME: Cheryl Swint PHONE (A/C, No, Ext): (503) 762-3470 FAX (A/C, No): (503) 760-4239 EMAIL ADDRESS: cheryl@rosecityassociates.com				
INSURED Corporate Translation Services, Inc CTS LanguageLink LLC, Evergreen Plaza LLC 701 NE 136th Ave, Ste 200 Vancouver WA 98684			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A: The Charter Oak Fire Insurance Co		25615		
			INSURER B: Travelers Casualty Insurance Co of America		19046		
			INSURER C: The Travelers Indemnity Co		25658		
			INSURER D: Hartford Insurance Co		14974		
			INSURER E: Axis Insurance Company		37273		
			INSURER F:				
COVERAGES		CERTIFICATE NUMBER: CL1921106181		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDC/ SUBR/ INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6808G145170	02/22/2019	02/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Blanket Additional \$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA4L144765	02/22/2019	02/22/2020	SOBERED SINGLE LIMY (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		CUP8G228319	02/22/2019	02/22/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	57WECZX9220	06/25/2018	06/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROFESSIONAL & CYBER LIABILITY INCL/PERSONAL/ADVERTISING		MCN000198511801	08/06/2018	08/06/2019	EA WRONGFUL ACT \$3,000,000 TOTAL LIMIT \$3,000,000 RETENTION \$25,000 EA ACT	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability Retro Date \$2M 12/20/1995 - Retro Date \$3M 5/22/2011 - Retro Date \$5M 8/6/2013							
CERTIFICATE HOLDER			CANCELLATION				
INFO			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
			AUTHORIZED REPRESENTATIVE 				

ACORD 25 (2016/03)

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STATE OF MAINE | SERVICE CONTRACT

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: WA

Other. Please identify country: Enter Country

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

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**Business Associate Agreement
(Included at Department's Discretion)**

**State of Maine
Department of Administrative and Financial Services
Business Associate Agreement**

This Business Associate Agreement ("Agreement") is made this 31st day of December 2019 (the "Effective Date") by and between the State of Maine, Department of Administrative and Financial Services (the Covered Entity, hereinafter, the "Department") and Corporate Translation Services, Inc. dba Language Link ("Business Associate"), together (the "Parties"); and

WHEREAS, Business Associate may use, disclose, create, receive, maintain or transmit protected health information in a variety of form or formats, including verbal, paper and electronic (together, "PHI") on behalf of the Department in connection with Business Associate's performance of its obligations under the following agreement between the parties: MA 18P 19120600000000000077 (the "Underlying Agreement"); and

WHEREAS, the Parties intend to ensure the confidentiality, privacy and security of Department's PHI as required by law, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (HIPAA), and its implementing regulations at 45 CFR Parts 160 and 164 (the Privacy, Security, Breach Notification and Enforcement Rules or "HIPAA Rules") as updated by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing Regulations (together, the "HIPAA and HITECH Rules"); and

WHEREAS, the Parties agree that certain federal and state laws, rules, regulations and accreditation standards also impose confidentiality restrictions that apply to this business relationship, and may include, but are not limited to: 42 CFR 2 *et. seq.*; 5 M.R.S.A. §19203-D; 22 M.R.S.A. §§42, 261, 815, 824, 833, 1494, 1596, 1711-C, 1828, 3173, 3292, 4008, 5328, 7250, 7703, 8754; 10 M.R.S.A 1346 *et. seq.*; 34-B M.R.S.A. §1207; 14-193 C.M.R, Ch. 1, Part A, § IX; and applicable accreditation standards of The Joint Commission or other appropriate accreditation body regarding confidentiality.

NOW THEREFORE, the parties agree as follows:

Specific Definitions for the Purpose of this Agreement:

Breach means the unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of such PHI. A security or privacy incident that involves PHI is presumed to be a breach requiring notification unless the Department proves, through specific risk analysis steps, that there is a low probability that the PHI was compromised or a) the incident does not involved unsecured PHI, or b) the incident falls into another exception or safe harbor as set forth in the HIPAA and HITECH Rules.

Business Associate is a person or entity that creates, receives, maintains or transmits PHI on behalf of, or provides services to, a covered entity, as set forth in the HIPAA Rules and other than in the capacity of a workforce member.

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Covered Entity is a 1) health plan, (2) health care clearinghouse, or 3) health care provider who electronically transmits any health information in connection with transactions for which HHS has adopted standards. Generally, these electronic transactions concern billing and payment for services or insurance coverage.

Designated Record Set means the billing and medical records about individuals maintained by or for a covered provider: the enrollment, claims adjudication, payment, case or medical management record systems maintained by or for a health plan; or that are used in whole, or in part, by the covered entity to make decisions about individuals.

Individual means the person who is the subject of the PHI.

Protected Health Information means information that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual and is transmitted or maintained in electronic or any other form or medium.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information [or PHI] or interference with system operation in an information system.

Subcontractor means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private, to whom a business associate has delegated a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the U.S. Department of Health and Human Services (“HHS”) in its guidance.

General Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA and HITECH Rules: Data Aggregation, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required by Law, and Use.

1. Permitted Uses and Disclosures

- a. Business Associate agrees to use or disclose the PHI authorized by this Agreement only to perform the services of the Underlying Agreement between the Parties, or as required by law.
- b. Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, only where a) the use or disclosure does not violate any law governing the protection of the PHI, including, but not limited to, prohibitions under 42 CFR Part 2 (Part 2 Regulations), and b) the disclosures are required by law or c) Business Associate agrees only to disclose the minimum necessary PHI to accomplish the intended purpose and i) obtains reasonable assurances from the person or entity to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity, and ii) the person or entity agree to immediately notify Business Associate of any

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instances of which it is aware that the confidentiality, privacy or security of the information has been actually or potentially breached.

- c. Business Associate may provide data aggregation services relating to the health care operations of the Department, or de-identify the Department's PHI, only when such specific services are permissible under the Underlying Agreement or as otherwise preapproved in writing by the Department.

2. Obligations and Activities of the Business Associate

- a. *Compliance.* Business Associate agrees to comply with the HIPAA and HITECH Rules, and other applicable state or federal law, to ensure the protection of the Department's PHI, and only use and disclose PHI consistent with the Department's minimum necessary policy and the legal requirements of this Agreement. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA or HITECH Rules or other state or federal law if performed by the Department.
- b. *Safeguards.* In complying with the HIPAA and HITECH Rules, Business Associate agrees to use appropriate administrative, technical and physical safeguards, and comply with any required security or privacy obligations, to protect the confidentiality, integrity and availability of the Department's PHI.
- c. *Reporting.* Business Associate agrees to report to the Department any inappropriate use or disclosure of the Department's PHI of which it becomes aware, i.e. any use or disclosure not permitted in this Agreement or in violation of any legal requirement, including actual and suspected breaches of unsecured PHI, and any actual or potential security incident of which it becomes aware. Such report will be made to the Department's Director of Healthcare Privacy or her designee within twenty-four (24) hours of when the Business Associate becomes aware of an actual or suspected incident or breach. In the event that a breach is determined to have occurred under the authority of the Business Associate, Business Associate will cooperate promptly with the Department to provide all specific information required by the Department for mandatory notification purposes.
- d. *Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any third parties, agents or subcontractors (together, "Subcontractors") that use, disclose, create, acquire, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI. Business Associate shall obtain and maintain a written agreement with each Subcontractor that has or will have access, through Business Associate, to the Department's PHI, ensuring that the Subcontractor agrees to be bound to the same restrictions, terms and conditions that apply to Business Associate under this Agreement.
- e. *Mitigation.* The Business Associate shall exhaust, at its sole expense, all reasonable efforts to mitigate any harmful effect known to the Business Associate arising from the use or disclosure of PHI by Business Associate in violation of the terms of this Agreement.
- f. *Accounting of Disclosures.* To the extent required by the terms of this Agreement, Business Associate will maintain and make available the information and/or documentation required to provide an accounting of disclosures as necessary to satisfy the Department's obligations under 45 CFR 164.528.
- g. *Access.* In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate will use commercially reasonable efforts to make PHI available in the format requested, and as necessary to satisfy the Department's obligation under 45 C.F.R. 164.524, within 30 days from the time of request. Business Associate will inform the Department of the individual's request within 5 (five) business days of the request.

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- h. *Amendment.* In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate agrees to make any amendment(s) to the PHI as directed or agreed to by the Department, or take other measures as necessary to satisfy the Department's obligations under 45 CFR 164.526, in such time period and in such manner as the Department may direct.
- i. *Restrictions.* Upon notification from the Department, Business Associate shall adhere to any restrictions on the use or disclosure of PHI agreed to by or required of the Department pursuant to 45 CFR 164.522.
- j. *Audit by the Department or the HHS Secretary.* The Business Associate will make its internal practices, books and records relating to the use or disclosure of PHI received from the Department or used, acquired, maintained, created or received by the Business Associate on behalf of the Department, available to either the Department or the HHS Secretary for the purposes of determining the compliance of either the Department or the Business Associate with the Medicaid Act, and the HIPAA and HITECH Rules, or any other federal, state or accreditation requirement. 45 C.F.R. 164.504.
- k. *Other Obligations:* To the extent that Business Associate is to carry out one or more of the Department's obligations under the HIPAA and HITECH Rules or other federal or state law, Business Associate agrees to comply with the legal requirements that apply to the Department in performing that obligation;

3. Obligations of the Department

- a. The Department shall notify Business Associate of a) any limitation in any applicable Notice of Privacy Practices that would affect the use or disclosure of PHI by the Business Associate and b) any changes, revocations, restrictions or permissions by an individual to the use and disclosure of his/her PHI to which the Department has agreed, to the extent such restrictions or limitations may affect the performance of Business Associate's services on behalf of the Department.
- b. The Department shall not request that Business Associate use or disclose PHI in any format, and in any manner, that would be prohibited if performed by the Department.

4. Hold Harmless

Business Associate agrees to indemnify and hold harmless the Department, its directors, officers, agents, shareholders, and employees against any and all claims, demands, expenses, liabilities or causes of action that arise from any use or disclosure of PHI not specifically permitted by this Agreement, applicable state or federal laws, licensing, accreditation or other requirements.

5. Term of Agreement

- a. *Term.* This Agreement shall be effective as of the Effective Date and shall terminate at the end of the term of the Underlying Agreement. To the extent that the Underlying Agreement automatically renews, this Agreement shall also automatically renew itself for the same renewal period unless the Department terminates this Agreement for cause as set forth in Section 5(c). Either party may terminate the Agreement consistent with the written notice provision regarding termination in the Underlying Agreement.
- b. *Auto-renewal.* In the event that this Agreement is automatically renewed, the Business Associate agrees to be bound by the terms of this Agreement and laws referenced in this Agreement that are current and in effect at the time of renewal.
- c. *Termination for Cause.* Notwithstanding the foregoing, Business Associate authorizes termination of this Agreement by the Department if the Department determines that Business Associate has violated a material term of the Agreement. The Department shall either, at its sole discretion:

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- i. Provide the Business Associate an opportunity to cure or end the violation within a time frame and upon such conditions as established by the Department; and
 - ii. Immediately terminate this Agreement in the event the Business Associate has either failed to cure in the time frame provided by the Department or if cure is not possible.

- d. *Obligations of the Business Associate upon Termination.* Upon termination of this Agreement for any reason, Business Associate, shall
 - i. Return or destroy all PHI used, created, accessed, acquired, maintained, or received by the Business Associate on behalf of the Department, and retain no copies in any format. Business Associate shall ensure that its Subcontractors do the same.
 - ii. If the Department agrees that Business Associate may destroy all PHI in its possession, Business Associate shall certify such destruction to the Department.
 - iii. If returning or destroying PHI is not feasible, Business Associate agrees to protect the confidentiality of the PHI and retain only that PHI which is necessary for the Business Associate to continue its proper management and administration, or to carry out its legal responsibilities. Business Associate shall not use or disclose the PHI for other than the purpose for which it was retained, and return to the Department, or destroy if approved by the Department, such PHI when no longer required. Furthermore, Business Associate shall continue to use appropriate safeguards and comply with the HIPAA and HITECH Rules, other applicable state and federal law, with respect to PHI in any format for as long as Business Associate retains the PHI.
 - iv. Upon appropriate direction from the Department, Business Associate shall transmit the PHI to another business associate of the Department consistent with all legal and regulatory safeguards delineated in this Agreement.

6. Qualified Service Organization Agreement

To the extent that in performing its services for or on behalf of the Department, Business Associate uses, discloses, maintains or transmits PHI that is protected by the Part 2 Regulations, Business Associate acknowledges that it is a Qualified Service Organization for the purpose of such federal law; acknowledges that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 Regulations; and, if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 Regulations.

7. Survival of Business Associate Obligations

The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement indefinitely.

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Attachment 1 – List of Languages

Acholi	Dinka	Inupiaq	Moroccan Arabic	Swedish
Akan	Dutch	Iraqi Arabic	Nepali	Syrian Arabic
Albanian	Ewe	Italian	Norwegian	Tagalog
Amharic	Estonian	Japanese	Nuer	Taiwanese
Apache	Farsi	Karen	Oromo	Tamil
Arabic	Finnish	Kashmiri	Pashto	Tewa
Armenian	Flemish	Khmer	Patois	Thai
Assyrian	French	Kinyarwanda	Persian	Tiwa
Bambara	French Canadian	Kirundi	Polish	Tibetan
Behdini	French Creole	Korean	Portuguese Brazilian	Tigrinya
Bengali	Fukienese	Krio	Portuguese Creole	Taishanese
Bosnian	Fulani	Kunama	Portuguese European	Tigrinya
Bulgarian	Fuzhou	Kurdish	Punjabi	Taishanese
Burmese	Georgian	Laotian	Russian	Tongan
Cambodian	German	Latvian	Romanian	Towa
Cantonese	Greek	Lingala	Samoan	Turkish
Cape Verde Creole	Gujarati	Lithuanian	Serbian	Ukrainian
Catalan	Haitian Creole	MaayMaay	Serbo Croatian	Urdu
Chin	Hausa	Macedonian	Sicilian	Uzbek
Chuukese	Hebrew	Malay	Sinhalese	Vietnamese
Chinese	Hindi	Malayalam	Slovak	Wolof
Chiu-Chow	Hmong	Mandarin	Somali	Yoruba
Croatian	Hungarian	Marshallese	Sorani	Yupik
Czech	Ibo	Mien	Spanish	
Danish	Ilocano	Mixteco	Sudanese Arabic	
Dari	Indonesian	Mongolian	Swahili	

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Attachment 2 – How to Access Over the Phone Interpretation Services



How to Access Over the Phone Interpretation Services

Step 1: Call 1
Step 2: Enter Account Number **00000**, 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 a third party call?

A third party call is when you need Language Link 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 Language Link?

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 Client Relations Team if you have any further questions:

Email: ClientRelations@Language.Link
Toll Free: 1-855-579-2704

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Attachment 3 – Tips and Advice



**TIPS &
ADVICE**



YOUR ROLE

WE ACCOMMODATE THREE-WAY INTERPRETATION CALLS. At the beginning of the call tell the call center agent the name and phone number of the third party call to be connected.

IMMEDIATELY INTRODUCE YOURSELF to the limited-English proficient (LEP) client and explain your reason for calling.

ALWAYS SPEAK IN FIRST PERSON. For example, say, “Do you have a fever?” rather than “Ask her if she has a fever please.”

TELEPHONE INTERPRETATION IS CONSECUTIVE INTERPRETATION. After you speak one- two sentences or finish a thought, pause to give the interpreter enough time to interpret each statement in the respective language.

CONTROL THE CONVERSATION. The interpreter is only there to interpret. You are responsible for making sure the LEP client receives the same service as an English-speaking client.

ASK THE INTERPRETER AND THE LEP CLIENT QUESTIONS to ensure they understand what you want to communicate.

BE PREPARED TO EXPLAIN SOME THINGS IN MORE DETAIL FOR THE INTERPRETER. Some terminology and concepts may not have an equivalent in the target language.

AVOID ASKING THE INTERPRETER FOR HIS/HER OPINION about the situation being interpreted.

PROVIDE FEEDBACK ABOUT YOUR INTERPRETATION SERVICES. We want to know about your interpretation experience. To that end, your feedback is critical.

YOUR INTERPRETER’S ROLE

YOUR INTERPRETER SHOULD INTRODUCE THEMSELVES using a first name and ID number. They are not required to provide a last name.

YOUR INTERPRETER WILL PROVIDE A BRIEF INTRODUCTORY on how to utilize their services, to you and your LEP (limited English proficiency) client.

YOUR INTERPRETER SHOULD NOT HAVE A SIDE CONVERSATION with you or the client. He or she must relay everything that is said back to you or to your client. This includes any advice the client may ask of the interpreter.

YOUR INTERPRETER SHOULD NOT DISCUSS ANYTHING UNRELATED to the telephone interpretation assignment.

45_Language Link

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Attachment 4 – Sample Point to your language

**Point to your language.
An interpreter will be provided at no cost to you.**

<p>Arabic</p> <p>يرجى الإشارة إلى لغتك. سيتم إمدادك بمترجم مجاناً.</p>	<p>Japanese</p> <p>あなたの言語を選択してください、 通訳を無料で提供できます。</p>
<p>Burmese</p> <p>သင့်ဘာသာစကားကို ညွှန်းပြပါ။ သင်ကုန်ကျစရိတ်မလိုဘဲ စကားပြန်တစ်ဦးကို ပံ့ပိုးထားပါသည်။</p>	<p>Polish</p> <p>Wskaż swój język. Zapewnimy ci tłumacza bezpłatnie.</p>
<p>Cantonese</p> <p>請點擊您所選的語言。 我們會為您提供免費傳譯員服務。</p>	<p>Portuguese</p> <p>Indique seu idioma. Você terá direito a um intérprete sem custos.</p>
<p>Farsi</p> <p>به زبان خود اشاره کنید. یک مترجم شفاهی به صورت رایگان در اختیارتان قرار خواهد گرفت.</p>	<p>Punjabi</p> <p>ਆਪਣੀ ਭਾਸ਼ਾ ਦੀ ਚੋਣ ਕਰੋ। ਤੁਹਾਨੂੰ ਦੁਬਾਰੀਏ ਦੇ ਸੇਵਾ ਮੁਫਤ ਵੱਚਿ ਮੁਹੱਈਆ ਕਰਵਾਈ ਜਾਵੇਗੀ।</p>
<p>French</p> <p>Indiquez votre langue. On vous soumettra gratuitement un interprète</p>	<p>Russian</p> <p>Наведите курсор на свой язык. Переводчик будет предоставлен вам бесплатно.</p>
<p>Haitian Creole</p> <p>Montre ki lang ou pale. Y ap ba w yon entèprèt gratis.</p>	<p>Somali</p> <p>Tilmaan luqaddaada. Turjubaan ayaa bilaash laguugu siinayaa.</p>
<p>Hindi</p> <p>अपनी भाषा की ओर संकेत करें। आपको एक दुभाषिया मुफ्त प्रदान किया जाएगा।</p>	<p>Spanish</p> <p>Señale su idioma. Se le proporcionará un intérprete sin costo para usted.</p>
<p>Hmong</p> <p>Taw tes rau koj hom lus. Yuav muab ib tug neeg txhais lus rau koj tsis tau them ngi.</p>	<p>Tagalog</p> <p>Ituro ang iyong wika. Ilalaan ang isang interpreter nang wala kang babayaran.</p>
<p>Italian</p> <p>Indica la tua lingua. Ti sarà fornito un interprete gratuitamente.</p>	<p>Vietnamese</p> <p>Hãy trỏ tới ngôn ngữ của bạn. Bạn sẽ được cung cấp một thông dịch viên miễn phí.</p>

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Attachment 5 – Client Portal Instructions



Client Portal Instructions

Step 1: Please access our website at www.language.link, then find the “Login” tab on the right-hand corner. Under “Interpretation Portal,” select “Client Login.” You should see the screen pictured below:



Step 2: The usernames and passwords are unique to each account number you have established, so please let us know if you need assistance determining these. You may write them in the blanks below for easy reference.

Username: _____
Password: _____

- If you do not know or have forgotten your password click on “Change Password”. You will be prompted to input your email address. You will then receive an email containing a link that will allow you to change your password. Please note, the email address used to change passwords, must match the email address listed our client records.

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Once you have entered this information, you will see the "Home" page for the Client Portal:

- For convenience, you may use the links on this page to go directly to your onsite jobs list or to schedule an onsite interpretation appointment.



Step 3: Choose task from the Navigation Pane:

1. **HOME:** Selecting will take you back to the "Home" page shown above
2. **CHANGE ACCOUNT:** This feature is for "Parent" accounts only. It will allow you to view the activity under your "sub-account"
 - To change accounts, find the sub account on the list, and click on "Select"
3. **ADMINISTRATION:** This feature is available to account administrators only. Individual users do not have the administration capabilities
 - **Job Locations:** allows you to add/edit/or delete onsite job locations
 - **Contacts:** allows you to add, edit or delete individual users
4. **JOBS:** allows you to input and/or view jobs
 - **Onsite:** this feature is available for accounts with onsite interpretation capabilities
 - **Import Jobs:** allows you to import onsite jobs
 - **New Onsite Job:** allows you to create a new onsite job
 - **Onsite Jobs List:** allows you to view your onsite jobs list for any given date range
 - **Schedule Confirmation:** allows you to view your customer schedule confirmation

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- Telephonic: this feature is available for accounts with telephonic interpretation capabilities
 - *Completed Telephonic Jobs*: allows you to view your completed telephonic jobs for any given date range
 - *Preschedule Jobs*: allows you to view your prescheduled telephonic jobs for any given date range
- Video Remote Interpreting: this feature is available for accounts with video remote interpretation capabilities
 - *Completed VRI Jobs*: allows you to view your completed VRI (video remote interpretation) jobs for any given date range
- 5. **BILLING**: This feature is available to account administrators only. Individual users will not have access to billing functions.
- Onsite Interpretation reports: this feature is available for accounts with onsite interpretation capabilities.
 - *Onsite Billing History*: allows you to view your onsite billing history for any given date range
- Telephonic Interpretation reports: this feature is available for accounts with telephonic interpretation capabilities.
 - *Invoice List w/ Telephonic Totals*: allows you to view your invoice list with telephonic totals for any given date range
 - *Telephonic Billing History*: allows you to view your telephonic billing history for any given date range
 - *Telephonic Details by Requesting Client*: (parent account feature) allows you to view the telephonic billing details based on sub account and invoice number
 - *Telephonic Language Report*: allows you to view your telephonic language report for any given date range. Includes the number of minutes used for each language.
- Export Invoice: this feature allows you to export any invoice in an Excel spreadsheet.
- Invoices: this feature allows you to view, print or download any invoice.
- 6. **CUSTOMER FEEDBACK FORM**: allows you to submit any feedback regarding your interpretation services electronically
- 7. **LOGOUT**: allows you to log out of the client portal

We truly hope that you find our Client Portal to be useful and convenient; we encourage you to explore the site and welcome any further suggestions on implementing or improving our online features. You may contact Client Relations at ClientRelations@language.link; we are always happy to assist you.

STATE OF MAINE | SERVICE CONTRACT

Attachment 6 – Quality Assurance Program



QUALITY ASSURANCE PROGRAM

LANGUAGE LINK

Our 10 step QA process ensures superior quality of our **Over-the-Phone Interpretation** services.

- 1 ANSWER TIME**
Average answer times are constantly monitored. Customers in our Interactive Voice Response (IVR) system are greeted within three seconds, and customers serviced by live operators are greeted in an average of 12 seconds.
- 2 DATA COLLECTION**
Every customer account is configured based on your requirements. Our IVR system and live operators utilize this information to service your call.
- 3 CALL CENTER CUSTOMER SERVICE**
Our calls are consistently monitored by a Customer Service Representative (CSR) to ensure we are providing you with the best possible service.
- 4 INTERPRETER CONNECT TIME**
Our average connect time is 30 seconds. Connect times are monitored in every language and for each account, everyday.
- 5 INTERPRETER GREETING**
Our interpreters will always answer your call with their first name, the language in which they are providing services, and their identification number.
- 6 INTERPRETER CUSTOMER SERVICE**
With your permission, calls are monitored to ensure quality and identify areas for improvement.
- 7 CODE OF ETHICS FOR INTERPRETERS**
We ensure compliance with the Code of Ethics for Interpreters by monitoring the following:
 - Verify meaning is being conveyed accurately, without paraphrasing
 - Ensure all information is being treated confidentially and relayed faithfully
 - Confirm that the interpreter is not acting as an advocate on behalf of the client or otherwise exerting their personal beliefs or feelings
- 8 CLOSING THE CALL**
All interpreters will close the call by thanking both parties, asking if there is any additional need for their services, and then informing the customer that they are disconnecting from the call.
- 9 CONFLICT RESOLUTION**
Should an issue occur during the call, either the interpreter or CSR will report the issue to Language Link management. We view conflict resolution as a training opportunity and a chance to improve our services. You can expect prompt resolution of any issues or concerns that may arise.
- 10 BILLING AND REPORTING**
After your first interpretation call with Language Link, a member of our staff will reach out to you for your feedback, and to be sure you were satisfied with our services. You'll also receive communication from our accounting team after your first invoice is issued, to ensure the billing process is working smoothly.