

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES**

1. **Parties.** This Contract is made and entered into by and between the Mississippi Department of Human Services, hereinafter referred to as "MDHS," and Propio Language Services, LLC, hereinafter referred to as "Contractor."

2. **Purpose.** MDHS hereby engages the Contractor and the Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

3. **Scope of Services.** Contractor shall provide language interpretation and translation services for Limited English Proficient (LEP) and hearing impaired persons to gain meaningful access to MDHS offered services. The Contractor shall provide the following service categories according to the requirements listed under each category.

3.1 **Qualified Interpreters:** The Contractor shall supply interpreters in the languages specified by the MDHS who possess a minimum of two (2) years of experience in all phases of language interpretation. Interpreters must be independently assessed in interpretation skills with passing scores (defined as ILR scores of 2+ or equivalent) on language/interpretation tests. Federal, State or the National Association of Judiciary Interpreters and Translators (NAJIT) Judiciary Interpreters and Translators Certification Examination (JITCE) certification will be accepted.

3.2 **Qualified Translators:** The Contractor shall supply translators in the languages specified by the MDHS who possess a minimum of two (2) years of experience in all phases of language translations. Translators must be independently assessed in translation/transcription skills with passing scores (defined as Interagency Language Roundtable (ILR) scores of 2+ or equivalent) on language/translation tests administered by the federal government, or an equivalent qualified professional organization. The Department accepts current certifications from the following: the National Association of Judiciary Interpreters and Translators (NAJIT); the American Translators Association (ATA); and the Council for the Teaching of Foreign Languages (ACTFL) through its testing branch Language Testing International (LTI).

3.3 **Telephonic Interpretation**

3.3.1 A single, toll-free 800 number, within the United States, to access all services.

3.3.2 Conference calling services and capabilities.

3.3.3 Available during normal business hours, Monday through Friday, 8:00 a.m. – 5:00 p.m. CST, and after normal business hours as needed and mutually approved for all divisions of MDHS office locations throughout the state.

3.3.4 Provide telephonic interpretation services from foreign language to English and from English to foreign language.

3.3.5 MDHS will not be required by Contractor to purchase or obtain any specific equipment to access telephonic interpretation services.

3.4 **On-Site and Off-Site Language Interpretation**

3.4.1 Provide On-Site interpreters as requested by MDHS at any MDHS office location throughout the state.

3.4.2 Provide Off-Site interpreters as requested by MDHS for court appearances and/or emergency situations at MDHS designated locations.

3.4.3 Available during normal business hours, Monday through Friday, 8:00 a.m. – 5:00 p.m. CST, and after normal business hours as needed and mutually approved for all divisions of MDHS office locations throughout the state.

3.4.4 Provide On-Site and/or Off-Site interpreters as requested by MDHS for emergency situations outside of normal business hours as identified in Section 3.3.3.

3.4.5 Provide On-Site and Off-Site interpretation services from foreign language to English and from English to foreign language.

3.4.6 Contractor is responsible for providing interpreters with all necessary equipment to perform On-Site and Off-Site interpretation services.

3.5 **Written Document Translation**

3.5.1 Provide translation services for MDHS forms, notices, and documents into appropriate non-English language.

3.5.2 Provide translation services for any other documents presented by LEP persons that are related to MDHS offered services.

3.5.3 Available during normal business hours, Monday through Friday, from 8:00AM, CST to 5:00PM, CST.

3.5.4 Available as requested by MDHS for emergency situations outside of normal business hours as identified in IFB, Section 3.3.3.

3.5.5 Review/monitor MDHS website to ensure correct translations of agency information are provided in the most frequently spoken non-English languages.

3.5.6 Provide written document translation services from foreign language to English and from English to foreign language.

3.5.7 Provide translation services both remotely and in-person as requested by MDHS.

3.5.8 Turnaround time for document translations as set in business days according to the following:

Document Size	Translation Turnaround (Business Days)
0 to 1,000 Words	2 days
1,001 to 2,500 Words	5 days
2,501 to 7,500 Words	7 days
More than 7,500 Words	7 days plus 1 additional day per each additional 500 words

3.6 **Interpreter Training**

Provide interpreter training for MDHS Spanish-speaking staff in MDHS State Office and any MDHS office throughout the state.

3.7 **Quality Control:** Contractor must provide their plans for ensuring quality control and/or assurance.

3.8 **Reporting:** Contractor must be capable of providing regular reports to MDHS for usage by language and agency division and staff requesting interpretation.

4. Period of Performance. The period of performance of services under this Contract shall begin on March 1, 2020 and end on February 28, 2023. The contract may be renewed at the discretion of MDHS upon written notice to contractor at least thirty (30) days prior to each contract anniversary date for a period of two (2) one-year periods under the same prices, terms, and conditions as in the original contract, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed two (2) or extend past February 28, 2025.

5. Consideration and Method of Payment.

a. As consideration of all services and performances under this Contract, Contractor shall be paid a fee not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) per year.

Category	Rate
Phone Interpretation (all languages)	\$0.49 per minute
Written Translation (Spanish)	\$0.09 per word
Written Translation (all other languages)	\$0.15 per word
*In Person Translation (Spanish)	\$56.00 per hour
*In Person Translation (all other languages)	\$82.00 per hour

**In Person Translation shall not exceed ten (10) hours per year.*

It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00).

b. The Contractor will bill MDHS for its services. Following the satisfactory completion of its services, as determined by MDHS, the State requires the Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

6. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

7. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board (PPRB) and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review (OPSCR) and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

8. Availability of Funds. It is expressly understood and agreed that the obligation of the MDHS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi

to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDHS, the MDHS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination

9. Compliance with Laws. Contractor understands that the MDHS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

10. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

11. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; or
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

12. Insurance. Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder; and comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. All workers' compensation, comprehensive general liability, and professional liability insurance will provide coverage to the State of Mississippi as an additional insured. The MDHS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement and upon request by MDHS at any time during the contract period. Such certificate shall contain provisions that coverage afforded under the policies shall not be cancelled, terminated, or materially altered until at least thirty (30) days prior notice has been given to the MDHS. Cancellation of the above mentioned referenced insurance shall be grounds for termination of this contract. Failure on the part of the Contractor to procure or maintain the required insurance and provide proof thereof to MDHS shall constitute a material breach of the contract upon which the MDHS may immediately terminate this Contract.

13. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

14. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

15. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.

16. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

17. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the MDHS shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDHS for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MDHS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past.

Contractor further understands and agrees that the MDHS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

18. Stop Work Order.

- a. *Order to Stop Work:* The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

19. Termination for Convenience.

- a. *Termination.* The MDHS Executive Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The MDHS Executive Director or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDHS Executive Director or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

20. Termination for Default.

- (1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the MDHS Executive Director or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the MDHS Executive Director or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MDHS Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDHS Executive Director or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the MDHS Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MDHS Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the MDHS Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- (5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

21. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDHS upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

22. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities

purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

23. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23- 1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

24. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon the Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

25. Attorney’s Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney’s fees or costs of legal action to Contractor.

26. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

27. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MDHS is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDHS pursuant to the agreement and designated

by the Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDHS shall not be liable to the Contractor for disclosure of information required by court order or required by law.

28. Contractor Personnel. The MDHS shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDHS reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDHS in a timely manner and at no additional cost to the MDHS. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

29. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- (5) has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

30. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

31. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (1) is rightfully known to the recipient prior to negotiations leading to this agreement,

- (2) other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party's prior written consent.

32. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.

33. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDHS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDHS may have.

34. Failure to Enforce. Failure by the MDHS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDHS to enforce any provision at any time in accordance with its terms.

35. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the MDHS a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.

36. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

37. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

38. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

39. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDHS, and the MDHS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDHS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDHS shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees.

40. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential

information by Contractor or its subcontractor without the express written approval of the MDHS shall result in the immediate termination of this agreement.

41. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

42. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

43. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

44. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the MDHS:	For the Contractor:
Christopher Freeze, Executive Director	Marco Assis, VP of Finance & Operations
MDHS	Propio Language Services, LLC
Post Office Box 352	11020 King Street, Ste. 420
Jackson, MS 39205	Overland Park, Kansas 66210

45. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

46. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDHS and agreed to by Contractor.

47. Ownership of Documents and Work Papers. MDHS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal

administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDHS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDHS and subject to any copyright protections.

48. Priority. The contract consists of this agreement with exhibits, the Invitation for Bids No. 3160003159 (hereinafter referred to as IFB), and the response bid by Propio Language Services, LLC dated October 28, 2019 (hereinafter referred to as Bid). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or IFB or Bid shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

49. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDHS.

50. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

51. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDHS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDHS. The rights of the MDHS are in addition and without prejudice to any other right the MDHS may have to claim the amount of any loss or damage suffered by the MDHS on account of the acts or omissions of Contractor.

52. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the MDHS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDHS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

53. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

54. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

55. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

56. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

57. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDHS to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDHS, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDHS shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

58. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

59. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of Economic Assistance. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of MDHS or designee of a dispute hereunder, the Contractor shall proceed in accordance with the decision of the Director of Economic Assistance.

In a review before the Executive Director or designee, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

60. Contract Management. If Contractor fails to adhere to the Language Line Services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, MDHS will inform Contractor, and Contractor shall complete corrective action within twenty-four (24) hours. No payments shall be made to Contractor until all deficiencies have been corrected. If Contractor exhibits a pattern of non-performance, as shown by repeated deficiencies, MDHS may terminate the Contract without further obligation to the Contractor. See Attachment A, Language Line Services Contract Discrepancy Report.

61. Acknowledgement of Amendments. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by MDHS by the time and at the place specified for receipt of bids.

For the faithful performance of the terms of this Contract, the parties hereto have caused this Contract to be executed by their undersigned authorized representatives.

Mississippi Department of Human Services

Propio Language Services, LLC

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Christopher Freeze

Printed Name: Marco Assis

Title: Executive Director

Title: VP of Finance & Operations

Date: _____

Date: _____

ATTACHMENT A
LANGUAGE LINE SERVICES CONTRACT DISCREPANCY REPORT

Language Line Services located at: _____

_____.

Date and Time of Service: _____

Report Date: _____

Discrepancy or Problem: (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary). _____

_____.

Name: _____ Signature: _____ Date: _____

Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence: (Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary). _____

_____.

Name: _____ Signature: _____ Date: _____

MDHS Evaluation and Action: (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary). _____

_____.

Name: _____ Signature: _____ Date: _____

For Contract #8200049612, please respond to the following per emails received 1/13/2020 from OPSCR:

1. Please upload a copy of all bidder submissions in MAGIC and in the Contract Portal.

Uploaded to MAGIC & Contract Portal and also attached to IFB No. 3160003159 in MAGIC via Surrogate Bidding on the Tracking Tab:

Bidder	RFx Response Number
Lionbridge Technologies, Inc.	6000007540
AllWorld	6000007541
CycraCom	6000007542
Globo	6000007543
Interpreters Unlimited	6000007545
Avaza	6000007546
Language Line Solutions	6000007538
*Propio	6000007544

** Winning bidder's Bid submitted with initial packet, CN 8200049612 MDHS & Propio –Language Line Services Procurement Packet, on January 8, 2020 (begins at page 225).*

2. Please provide a copy of all bidders Acknowledgment of Amendments.

Bidder	Amendment No. 1
Lionbridge Technologies, Inc.	Submitted with Bid
AllWorld	Did not submit with Bid & no Clarification was requested, as bid was rejected.
CycraCom	Submitted with Bid
Globo	Submitted with Bid
Interpreters Unlimited	Requested via Clarification
Avaza	Requested via Clarification
Language Line Solutions	Submitted with Bid
*Propio	Submitted with Bid

** Winning bidder's Acknowledgement of Amendment No. 1 submitted with initial packet, CN 8200049612 MDHS & Propio –Language Line Services Procurement Packet, on January 8, 2020 (begins at page 232).*

3. Also, why were there a few Amendments related to the timeline? Were all bidders notified of the changes?

Due to unforeseen circumstances, MDHS staff were pulled to work other assignments that took priority.

Amended Timelines were posted to the MDHS website, attached in MAGIC, and sent by electronic mail to e-mail addresses listed in each bidder's response. Amendments to adjust anticipated award date were specific only to the anticipated award date listed in the IFB and did not change or amend any substantive provisions of the IFB.

4. The Insurance Certificate provided from the winning bidder, Propio, does not reflect the required coverage in the IFB and Contract. Please confirm that vendor will obtain required insurances and have them provide an updated Insurance Certificate.

Included.

5. Please add the required "Acknowledgement of Amendments" Contract Clause into the Contract.

Added clause to contract as requested (Section 61).