

**REQUEST FOR PROPOSAL For
Development of Minnesota Court
Interpreter Application Replacement and
Psych Services Application**

I. REQUEST FOR PROPOSAL.

- A. **DEFINED.** The State of Minnesota, State Court Administrator's Office, Court Services Division (**State**) is using a competitive selection process to select the vendor responsible for the software requirements and development portion of two projects. The first is to create a single application for the State's Court Interpreter Program (**CIP**), by combining data from two existing Microsoft Access-based applications into a single application, which also creating an interactive web page for interpreters to submit invoices. The second project is to create a similar application for the State's Psych Services Program (**PSP**), with all information inputted via a web-based invoice submission procedure similar to the CIP. This is not a bid but a request for a proposal that could become the basis for negotiations leading to a contract with a designated vendor to provide development and implementation services as described in this document.
- B. **RIGHT TO CANCEL.** THE STATE IS NOT OBLIGATED TO RESPOND TO ANY PROPOSAL SUBMITTED NOR IS IT LEGALLY BOUND IN ANY MANNER WHATSOEVER BY THE SUBMISSION OF A PROPOSAL. THE STATE RESERVES THE RIGHT TO CANCEL OR WITHDRAW THE REQUEST FOR PROPOSAL AT ANY TIME IF IT IS CONSIDERED TO BE IN ITS BEST INTEREST. IN THE EVENT THE REQUEST FOR PROPOSALS IS CANCELLED OR WITHDRAWN FOR ANY REASON, THE STATE SHALL NOT HAVE ANY LIABILITY TO ANY PROPOSER FOR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THIS REQUEST FOR PROPOSALS OR OTHERWISE. THE STATE ALSO RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, OR PARTS OF PROPOSALS, TO WAIVE ANY INFORMALITIES THEREIN, AND TO EXTEND PROPOSAL DUE DATES.

II. PROJECT BACKGROUND.

A. Court Interpreter Program Application

CIP uses two Microsoft Access-based, custom applications to track information about interpreters. The roster program maintains a list of the interpreters along with the languages they interpret, their continuing education and their certification level. The invoice program tracks invoices issued for court interpreter services. Invoice information is imported from Excel spreadsheets.

Interpreters submit invoices under the current invoice application by emailing the Excel spreadsheets. The State seeks to change the entry process to an interactive web page to provide for better error checking when the invoice is initially completed, and to allow for electronic routing and approval by county and State personnel.

CIP is anticipating a change in the way certification is determined and maintained. The single certification level will be broadened to multiple levels based on events such as, but not limited to, continuing education and courtroom experience. The current roster program has no way to track this anticipated process.

The current applications store data in local Access databases. Because of this, these databases are not backed consistently. The State operates a Microsoft SQL Server database which will be used as the data store for a new CIP application. This will allow the data to be backed up on a regular basis.

The State has resources to support the current Access programs. These internal resources will need to be able to provide maintenance at the end of the development and implementation process, and therefore clear technical documentation will be necessary.

B. Psych Services Application

The State has a similar need to track the amounts spent for Psych services ordered by the courts. Currently no database exists to monitor these expenses. A copy of the Court Interpreter Application, set up as a parallel system, could be used to meet these needs. It is anticipated that there would be a SQL Server Database with ad hoc reporting features, and all information from the database would be provided through web-based invoices from service providers.

III. **SCOPE OF EFFORT.**

The State is seeking proposals from vendors to perform a software development phase to develop, implement, test quality assurance, create documentation (user and technical), convert data from existing systems, and provide training for the new applications. This project should be completed in conformity with the design in the Functional Specification Document in Appendix IV.

IV. **SUBMISSION REQUIREMENTS.**

A. GENERAL REQUIREMENTS.

1. **Certificate of Insurance.** Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of § 176.181, subd. 2. Vendor's RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the

Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minn. Stat. §§ 176.011, subd. 10; 176.031; and 176.041.

2. Affirmative Action Certification. If the vendor's proposal exceeds \$100,000.00, the RFP response must include a completed Affirmative Action Statement and Certificate of compliance, which are attached as Appendix I.
3. Non-collusion Affirmation. Vendor must complete the Affidavit of Non-collusion (Appendix II) and include it with its RFP response.
4. Contract Terms. The Vendor's RFP response must include the Vendor's standard contract/master services agreement including licensing, nondisclosure, and billing/invoicing procedures. The State's contract terms are listed in Appendix III. No work can be started until a contract, in a form acceptable to the State, has been signed by all necessary parties in accordance with state court procurement and contract policies.
5. Financial Stability: Vendor's RFP must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow.
6. Trade Secrets: Judicial Branch rules of public access permit vendors to submit trade secret information according to the following:
 - a) the evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Stat. section 325C.01 or as defined in the common law;
 - b) the vendor submits the trade secret information on a separate document (but as part of their complete submission) and marks the document(s) containing only the trade secret information as "confidential;"
 - c) the trade secret information is not publicly available, already in the possession of the judicial branch, or known to or ascertainable by the judicial branch from third parties.

If a vendor's proposal leads to a contract, the following information will be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

B. PROJECT RELATED SUBMISSION REQUIREMENTS. Vendor's RFP must:

1. Describe completed projects that demonstrate the Vendor's experience including vendor's ability to provide the stated deliverables (including project management, planning, analysis and design, development, and implementation).

2. Describe the methodology that will be used;
3. Describe the deliverables that will be produced;
4. Provide at least 3 references to clients that can attest to vendor ability to complete work as stated;
5. Provide resumes of your staff likely to be assigned to the project;
6. Provide a not-to-exceed cost estimate for the project including identification of the assumptions made and the rationale used to prepare the cost estimate;
7. Provide a timeline estimate for the project including identification of the assumptions made and the rationale used to prepare the time estimate.

V. PROPOSAL EVALUATION:

- A. The State will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or presentation may be part of the evaluation process.
- B. The evaluation of all proposals shall be based upon deriving the “Best Value” for the Judicial Branch. Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:
 1. Previous experience in performing similar work;
 2. Thoroughness, quality, specificity, robustness, flexibility of Vendor’s approach/ methodology;
 3. Knowledge of existing applications;
 4. Cost estimate;
 5. Financial stability of the organization.

VI. SUBMISSION OF PROPOSALS.

- A. **SEALED PROPOSALS AND NUMBER OF COPIES.** Your proposal must be submitted in writing in a sealed envelope to:

Katrin Johnson
Supreme Court of Minnesota
Court Services Division
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

The submission must include 4 paper copies and 1 electronic (PDF) copy. No facsimile submissions will be accepted.

- B. SIGNATURES. Your proposal must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm.
- C. INK. Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.
- D. DEADLINE. Proposals must be received no later than **4:00 p.m.** local (i.e., St. Paul) time on **May 13, 2005**. Proposals will be opened the following business day and once opened become accessible to the public. Do not place any information in your proposal that you do not want revealed to the public. All documentation shipped with the proposal, including the proposal, will become the property of the Minnesota Supreme Court
- E. LATE PROPOSALS. Late proposals will not be accepted.
- F. QUESTIONS. Questions about the RFP or the selection process must be in writing and directed to Katrin Johnson, Supreme Court of Minnesota, Court Services Division, 25 Rev. Dr. Martin Luther King Jr. Blvd., St. Paul, MN 55155 or by e-mail at Katrin.Johnson@courts.state.mn.us. Other court personnel are not allowed to discuss the Request for Proposal with any one including responders before the proposal submission deadline.
- H. SELECTION TIMELINE. The tentative selection timeline is to contact finalists on May 17, 2005, schedule and conduct interviews with finalists between May 18 and May 20, 2005, and have a contract in place and work begin in June 2005 if possible.

APPENDIX I

**Affirmative Action Statement
and
Certification of Compliance**

STATE OF MINNESOTA - AFFIRMATIVE ACTION STATEMENT

If your response to the RFP is estimated to exceed \$100,000, you must complete the information requested:

BOX A:

1. Have you employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months?

YES NO

If your answer is “**NO**,” proceed to BOX B. If your answer is “**YES**,” **your response will be rejected unless your firm or business has a Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or has submitted an affirmative action plan** to the Commissioner of Human Rights for approval **by the time the responses are due** for any proposal estimated to exceed \$100,000.

2. Please check one of the following statements:

YES, we have a **current** Certificate of Compliance that has been issued by the State of Minnesota, Commissioner of Human Rights. (Include a copy of your certificate with your response.)

NO, we **do not have** a Certificate of Compliance; however, **we submitted an affirmative Action plan** to the Commissioner of Human Rights for approval on _____, . The plan must be approved by the Commissioner of Human Rights before any designation or agreement can be executed.

NO, we **have not submitted** a plan. If your plan is not submitted by the time the responses are due, your response will be rejected.

NOTE: Minnesota designations must have a certificate issued by the Minnesota Department of Human Rights. Affirmative Action plans approved by the federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights for a certificate to be issued.

BOX B:

1. Have you employed more than 40 full-time employees on a single working day during the previous 12 months in a state in which you have your primary place of business and that primary place of business is outside of the State of Minnesota, but inside the United States?

YES NO

If your answer is “**NO**,” proceed to BOX C. If your answer is “**YES**,” **the state cannot execute a designation with your firm or business unless it is in compliance with the Minnesota Human Rights certification requirements. It is the sole responsibility of the firm or business to apply**

for and obtain a human rights certification prior to execution of a designation as applicable. You may achieve compliance with the Human Rights Act by having either a current Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or by certifying that you are in compliance with federal Affirmative Action requirements.

2. Please check one of the following statements:

- YES**, we have a current Certificate of Compliance issued by the Minnesota Department of Human Rights. (Include a copy of your certificate with your response.)
- YES**, we are in compliance with federal Affirmative Action requirements.
- NO**, we do not have a current Certificate of Compliance and we cannot certify that we are in compliance with federal Affirmative Action requirements.

BOX C:

1. If your answers to BOX A (Question 1) and Box B (Question 1) were “NO,” you are not subject to the Minnesota Human Rights Act certification requirement. Please, however, check one of the following:

- NO**, we have not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months and we have not employed more than 40 full-time employees on a single working day during the previous 12 months in the state in which our primary place of business is located.
- We are a business with our primary place of business outside of the United States that has not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months.

For further information regarding Minnesota Human Rights requirements, contact the Department of Human Rights, Compliance Services, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; or TTY: 651.296.1283. For further information regarding federal Affirmative Action requirements, call 800.669.4000 or visit its web site at <http://www.eeoc.gov/>.

By signing this statement, the Proposer certifies that the information provided is accurate.

NAME OF FIRM: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

STATE OF MINNESOTA - AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The Minnesota Human Rights Act (Minn. Stat. § 363.073) divides the designation compliance program into two categories. Both categories apply to any designations for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an Affirmative Action plan to the Commissioner of the Department of Human Rights prior to the due date of the response and must have received a Certificate of Compliance prior to the execution of a designation.

The second category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which they have their primary place of business. The businesses in this category must have either a current Certificate of Compliance previously issued by the Department of Human Rights or certify to the STATE that they are in compliance with federal Affirmative Action requirements before execution of a designation. For further information, contact the Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651-296-5663; Toll Free: 800-657-3704; or TTY: 651-296-1283.

Minnesota businesses must have a current Certificate of Compliance or submitted an affirmative action plan by the time proposals are due, or their proposal will be rejected.

The STATE is under no obligation to delay the execution of a designation until a business has completed the Human Rights certification process. It is the sole responsibility of the business to apply for and obtain a Human Rights certificate prior to execution of a designation, as applicable.

APPENDIX II

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the company (if the Proposer is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Proposer of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent (including a partner) of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Proposer's Firm Name: _____

Authorized Signature: _____

Date: _____

APPENDIX III

STATE CONTRACT TERMS

- I. TIME REQUIREMENTS. The successful vendor (“CONTRACTOR”) shall comply with all of the time requirements described in the contract.
- II. CONDITIONS OF PAYMENT. All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the State, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in section I of this contract and all applicable federal, state, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- III. CANCELLATION.
 - A. The State may cancel this contract at any time, with or without cause, upon thirty (30) days' written notice to CONTRACTOR. If the contract is canceled under this clause, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
 - B. The State may immediately cancel this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide CONTRACTOR notice of the lack of funding within a reasonable time of the State's receiving that notice.
- IV. ASSIGNMENT AND BINDING EFFECT. CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the State. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which CONTRACTOR may be merged, acquired or consolidated or which may purchase all or substantially all of the business assets of CONTRACTOR.
- V. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

- VI. **LIABILITY.** CONTRACTOR shall indemnify, save, and hold the State, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the State, arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the State's failure to fulfill its obligations pursuant to this contract.
- A. **Intellectual Property Indemnity.** Without limiting the foregoing, CONTRACTOR shall indemnify the State and hold it harmless against any claim that the work performed or material provided hereunder infringes or violates the patent, copyright, or trade secret rights of any third party. CONTRACTOR shall pay any and all resulting costs, expenses (including attorney's fees), damages and/or liabilities associated with or resulting from any such claim.
- B. **Nondisclosure Indemnity.** Without limiting the foregoing, CONTRACTOR agrees to indemnify, defend and save harmless the State and its agents, officers and employees from and against any and all claims by Third Parties that are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly and proximately from CONTRACTOR'S violation of the non-disclosure provisions hereof. The State shall provide CONTRACTOR with prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim. CONTRACTOR shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.
- VII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.
- VIII. **CONFIDENTIALITY, DISCLOSURE AND USE.**
- A. **General.** CONTRACTOR shall not disclose to any third party any information that is both: (1) made available by the State to CONTRACTOR in order to permit CONTRACTOR to perform hereunder or is created, gathered, generated or acquired in accordance with this contract; and (2) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. If the CONTRACTOR receives a request to release the information referred to in this Clause, the CONTRACTOR must immediately notify the State. The State will give the CONTRACTOR instructions concerning the release of the information to the requesting party before the information is released.

B. State Programs, Databases, Marks. Without limiting paragraph A, above, CONTRACTOR agrees to the following:

1. State Programs. The computer application programs made available by the State to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as "State Programs." The State is the copyright owner of the State Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the State Programs, and all analysis and design specifications, programming specifications, source code, algorithms, and information contained in technical reference manuals pertaining to the State Programs, are trade secret information of the State. The computer operating systems software programs and other third party software licensed by the State, and related documentation, made available by the State to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder, are subject to claims of trade secret and copyright ownership by the respective licensors and will be treated by CONTRACTOR in the same manner as trade secret information of the State. In addition, CONTRACTOR will familiarize itself with and abide by the terms and conditions of the license agreements applicable to such third party software.
2. Minnesota Court Interpreter Databases. The computer databases made available by the State to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder are referred to herein as "Minnesota Court Interpreter Program Databases." The State is the copyright owner of the Minnesota Court Interpreter Program Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Minnesota Court Interpreter Program Databases and to their structure, sequence and organization are trade secret information of the State. All information contained within the Minnesota Court Interpreter Program Databases is sensitive, confidential information and will be treated by CONTRACTOR in the same manner as trade secret information of the State.
3. Marks. The State claims that the marks "Total Court Information System," "TCIS," "MNCIS," "CriMNet," "SJIS," and "MARS" are trademarks and service marks of the State or of other agencies of the state of Minnesota. CONTRACTOR shall neither have nor claim any right, title, or interest in or use of any trademark, service mark, or trade name owned or used by the State or other agencies of the state of Minnesota.
4. Restrictions on Duplication, Disclosure and Use. CONTRACTOR will not, except as required in the performance of its obligations hereunder, copy

any part of the State Programs or Minnesota Court Interpreter Databases, prepare any translations thereof or derivative works based thereon, use or disclose any trade secret information of the State, or use any trademark, service mark, or trade name of the State or of other agencies of the state of Minnesota, in any way or for any purpose not specifically and expressly authorized by this contract. As used herein, "trade secret information of the State" means any information or compilation of information possessed by the State, or developed by CONTRACTOR in the performance of its obligations hereunder, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of the State" does not, however, include information which was known to CONTRACTOR prior to CONTRACTOR'S receipt thereof, either directly or indirectly, from the State, information which is independently developed by CONTRACTOR without reference to or use of information received from the State, or information which would not qualify as trade secret information under Minnesota law. It will not be a violation of this section for CONTRACTOR to disclose any information received from the State pursuant to the order of a court or governmental authority of competent jurisdiction if CONTRACTOR notifies the State immediately upon receipt by CONTRACTOR of notice of the issuance of such an order.

5. Proprietary Notices. CONTRACTOR will advise its employees and permitted subcontractors who are permitted access to any of the State Programs, Minnesota Court Interpreter Databases, or trade secret information of the State of the restrictions upon duplication, disclosure and use contained in this contract. Without limiting the foregoing, CONTRACTOR shall include in and/or on any copy or translation of, or derivative work based upon, any of the State) Programs, the Minnesota Court Interpreter Databases, or trade secret information of the State, or any part thereof, and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to CONTRACTOR by the State, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

C. Inspection and Return of State Property. All documents, encoded media, and other tangible items made available to CONTRACTOR by the State or prepared, generated or created by CONTRACTOR in the performance of its obligations hereunder, are and will be exclusively the property of the State and will be available for inspection by the State upon request. Upon completion of CONTRACTOR'S performance of services hereunder, CONTRACTOR will, upon the State's request, promptly deliver to the State any or all such documents, encoded media and other items in its possession, including all complete or partial copies, recordings, abstracts, notes or reproductions of any kind made from or

about such documents, media, items, or information contained therein. CONTRACTOR and the State acknowledge that all computer operating systems software programs and other third party software licensed by the State, and related documentation, made available by the State to CONTRACTOR in order to permit CONTRACTOR to perform its obligations hereunder, or any translations, compilations, or partial copies thereof are and remain the property of the respective licensors.

- D. Injunctive Relief. CONTRACTOR acknowledges that the State will be irreparably harmed if CONTRACTOR'S obligations under sections VIII and IX of this contract are not specifically enforced and that the State would not have an adequate remedy at law in the event of an actual or threatened violation by CONTRACTOR of its obligations. Therefore, CONTRACTOR agrees that the State shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by CONTRACTOR without the necessity of the State showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the State for reasonable attorney's fees incurred by the State in obtaining any relief pursuant to this section.

IX. RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS. In consideration of the facts that CONTRACTOR'S performance under this contract will involve access to and development of information which shall be trade secret information of the State and may involve the development by CONTRACTOR or CONTRACTOR'S participation in the development of copyrightable and/or patentable subject matter which the parties intend be owned by the State:

- A. All right, title, and interest in and to any trade secret information of the State (as defined in sections VIII (A), (B), (D) above) developed by CONTRACTOR either individually or jointly with others, and which arises out of the performance of this contract, will be the property of the State and are by this contract irrevocably transferred, assigned, and conveyed to the State free and clear of any liens, claims, or other encumbrances.
- A. All copyrightable material which CONTRACTOR shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this contract, shall conclusively be deemed "works made for hire" within the meaning and purview of section 101 of the United States Copyright Act, 17 U.S.C. § 101, to the fullest extent possible, and the State shall be the copyright owner thereof and of all elements and components thereof in which copyright protection can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," CONTRACTOR hereby transfers, assigns and conveys the exclusive copyright ownership thereof to the State, free and clear of any liens, claims or other encumbrances.
- B. All right, title, and interest in and to any invention which CONTRACTOR first conceives or first reduces to practice either individually or jointly, and which

arises out of the performance of this contract, will be the property of the State and are by this contract irrevocably transferred, assigned, and conveyed to the State along with ownership of any and all patents on the inventions anywhere in the world, free and clear of any liens, claims or other encumbrances. CONTRACTOR agrees to disclose promptly any such invention to the State. This paragraph shall not apply to any invention for which no equipment, supplies, facility or trade secret information of the State (as defined in Sections XI (A), (B), (D) above) was used and which was developed entirely on CONTRACTOR own time, and a) which does not relate i) directly to the business of the State or ii) to the State's actual or demonstrably anticipated research or development, or b) which does not result from any work performed or materials provided by CONTRACTOR for the State.

- C. CONTRACTOR will execute all documents and perform all other acts that the State may reasonably request in order to assist the State in perfecting its rights in and to the trade secret information of the State and the copyrightable and patentable subject matter identified herein, in any and all countries.

X. AFFIRMATIVE ACTION.

- A. Covered Contracts and Contractors. If this contract exceeds \$100,000 and CONTRACTOR employed more than 40 full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principle place of business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363.073 because it employed more than 40 full-time employees in another state that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- B. Minn. Stat. § 363.073. Minn. Stat. § 363.073 requires the contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. Minn. R. Parts 5000.3400-5000.3600 provide:
 - 1. General. Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363.073. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing

deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. Disabled Workers. The contractor must comply with the following affirmative action requirements for disabled workers:
 - a. The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363.073, and the rules and relevant orders of the Minnesota Department of Human rights issued pursuant to the Minnesota Human Rights Act.
 - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363.073, of the Minnesota Human Rights Act

and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- D. Consequences. The consequences for a contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- E. Certification. CONTRACTOR hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for non-compliance.
- XI. WORKERS' COMPENSATION. In accordance with the provisions of Minnesota Statutes, Section 176.182, as enacted, the CONTRACTOR shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, subdivision 2, as enacted, prior to commencement of any duties to be performed under this contract.
- XII. ANTITRUST. CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- XIII. Warranties.
 - A. Original Works. In performing its obligations hereunder, CONTRACTOR will not use or incorporate any trade secret information or copyrighted works of authorship of CONTRACTOR or of any third party, and except for components already in the public domain, all software, documentation, information and other materials provided or furnished by CONTRACTOR in performing the duties under this contract will be original and will not violate or infringe upon the rights of any third party.
 - B. Professional Services. CONTRACTOR represents and warrants to the State that it has the proper training, skill and background so as to be able to perform all professional services required by this contract in a competent and professional manner, and all such work will be performed in a competent and professional manner.
 - C. Mutual Representations and Warranties. CONTRACTOR and the State each represent and warrant to the other that: a) it has the full right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation or restriction that would prevent it from entering into this contract or from performing fully any of its obligations hereunder; and c) it has not

entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this contract.

- XIV. Relationship of the Parties. CONTRACTOR is an independent contractor and shall not be deemed for any purpose to be an employee of the State. CONTRACTOR understands and agrees that the State is not withholding any taxes from the fees paid to CONTRACTOR pursuant to this contract and that CONTRACTOR is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to CONTRACTOR pursuant to this contract. Neither CONTRACTOR nor the State shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- XV. Consent to Release of Certain Data. Under Minn. Stat. § 270.66 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.
- XVI. Publicity. Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without the prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract. Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.
- XVII. Endorsement. CONTRACTOR must not claim that the State endorses its products or services.
- XVIII. Non-Exclusivity. This contract shall not preclude CONTRACTOR from developing materials outside this contract that are competitive, irrespective of their similarity to materials delivered to the State under this contract; provided, however, that such materials prepared by CONTRACTOR shall not violate the nondisclosure and intellectual property provisions of this contract. Nothing in this contract shall be construed as precluding or limiting in any way the right of CONTRACTOR to provide computer consulting and programming services or other services of any kind to any person or entity as CONTRACTOR in its sole discretion deems appropriate.
- XIX. Notices. Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent

by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) if to CONTRACTOR, the CONTRACTOR'S address set forth in the opening paragraph herein; (2) if to the STATE, the STATE'S address set forth in the opening paragraph herein, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King Jr., Blvd. St. Paul, MN 55155; or (3) at such other address of which written notice has been given in accordance herewith.

- XX. Non-Waiver. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
- XXI. Governing Law. This contract shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions. Any action arising out of or relating to this contract, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. CONTRACTOR hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
- XXII. Validity. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect.

Appendix IV
FUNCTIONAL SPECIFICATION DOCUMENT
Part I--Court Interpreter Database Application

1. Architecture

The Court Interpreter Application will consist of two front-end applications interacting with a single SQL Server back-end database. The Windows front-end will be a Microsoft Access program and will retain much of the code from the current Education and Organizational Development division (EOD) application. The Windows front-end will be used for all of the current EOD application functionality in addition to managing the invoice information once it has been entered. The Web front-end will be a new Microsoft ASP.NET program. The Web front-end will be used for entering and approving interpreter invoices. Queries into Interpreter information through CourtNet and the public web site will remain unchanged.

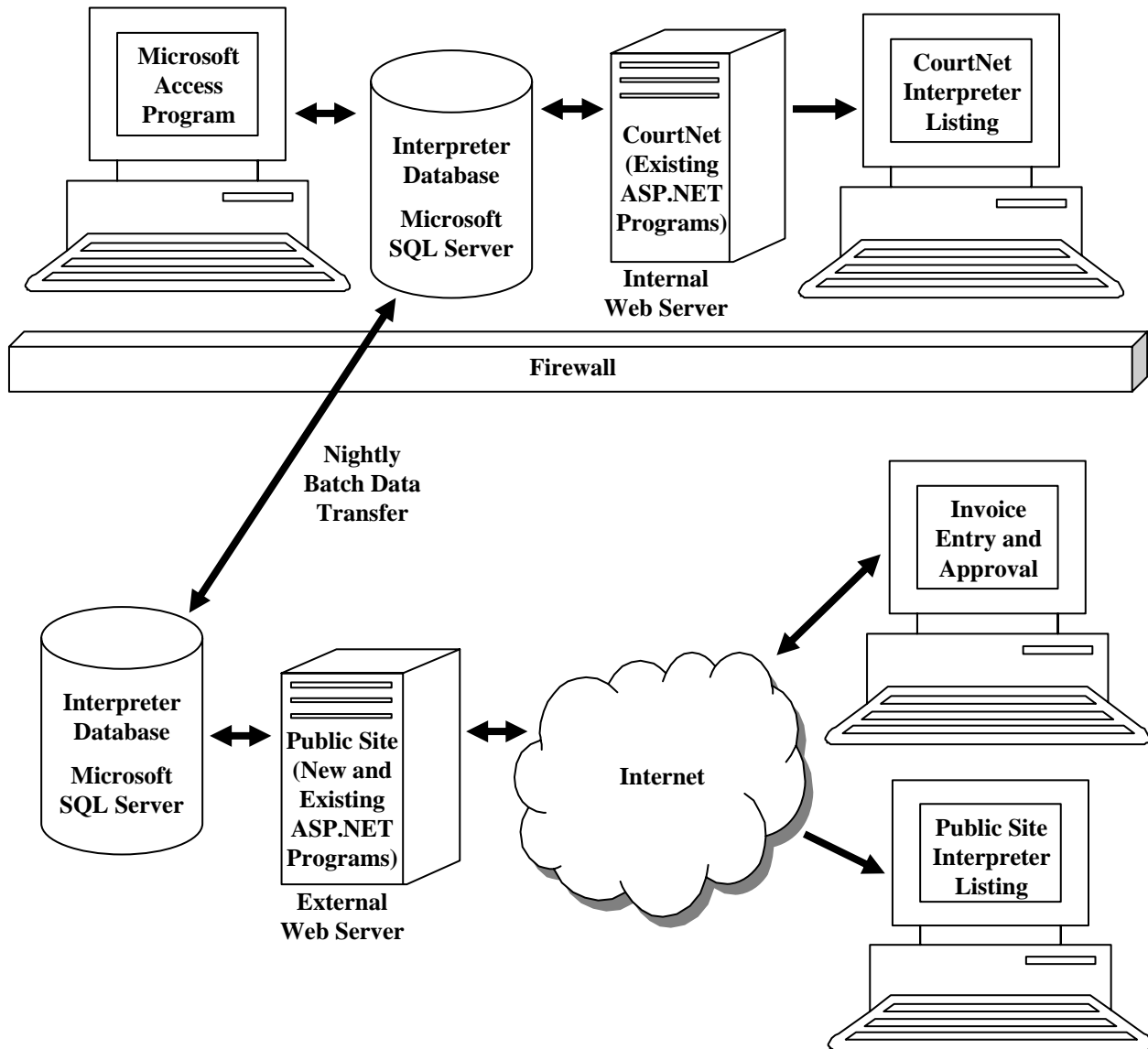


Figure 1: System Architecture

2. Preparation

Some setup and data entry work must be done in the Court Interpreter Application to prepare for its usage.

A. Qualification Level Requirements

The requirements for interpreter qualification levels must be entered into the Court Interpreter Application. This will be done through the new Qualification Level Requirements window, shown here:

Requirements to Reach this Qualification Level	
Event Type	Prereq Order
BCA Background Check	0
Orientation	0
Certification Exam	1
Advanced Skills Training	2
Affidavit	3
Ethics Test	3

Requirements to Maintain this Qualification Level		
Event Type	# of Credits	Month Timeframe
Cont. Ed.-Ethics	3	12
Cont. Ed.-Other	2	12
Cont. Ed.-Skills Development	3	12

Figure 2: The Qualification Level Requirements Window

The Court Interpreter Application supports multiple qualification levels with different requirements for each.

Each qualification level is given a name, and then the event types which must be completed to achieve the qualification level are entered on the left side of the screen. Event types will include things like: BCA Background Check, Orientation, Ethics Test, and Certification Exam. Each event type entered is given a prerequisite order number indicating the order in which the events must be completed. All events with a lower prerequisite order number must be completed before an event with a higher number. Events with the same prerequisite order can be completed in either order. If the user attempts to schedule an interpreter for an event which is out of prerequisite order, the user will be shown a warning dialog box and allowed to proceed with the scheduling or to cancel.

Each qualification level can also be given requirements necessary to maintain that qualification. These are entered on the right side of the screen. These requirements will include event types such as the continuing education events or actively interpreting. A special event type will be created to show whether an interpreter is actively interpreting, i.e. has invoiced any hours in the past year.) Each event type here will be given a number of credits required. Each event type will also be given a timeframe in which it must be completed. This timeframe is calculated from the anniversary date of the achievement of the qualification level.

The progress being made by an interpreter toward achieving a certification will be displayed on the Qualification Levels tab of the Court Interpreter screen. A report will be provided to show how interpreters are doing toward meeting the qualification level maintenance requirements.

B. Web Site Log In and Routing Information

A default password will be created for each interpreter and each agency to use when entering invoices. Log ins and default passwords will also be created for county and district court personnel to use when approving invoices. The first time the users log into the web site, they must change their password from the default valued before being allowed into any other page on the web site.

3. Tracking Interpreter Information

Interpreter information is maintained using the Court Interpreter Access application. The main menu screen of that application is shown here:

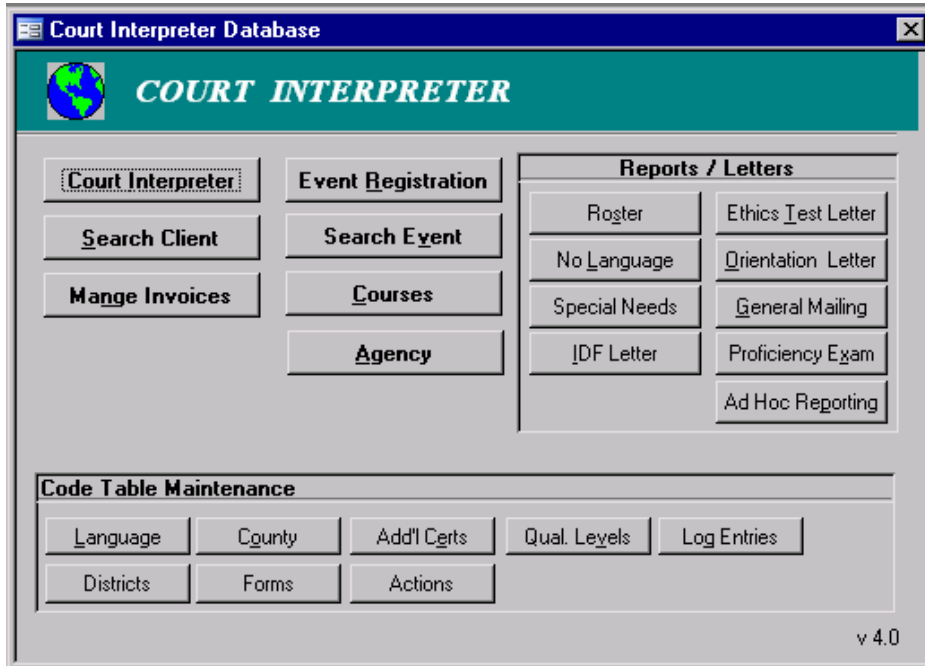


Figure 3: The Court Interpreter Access Application Main Menu Screen

The information for a given interpreter is entered and edited on the Court Interpreter screen, shown here:

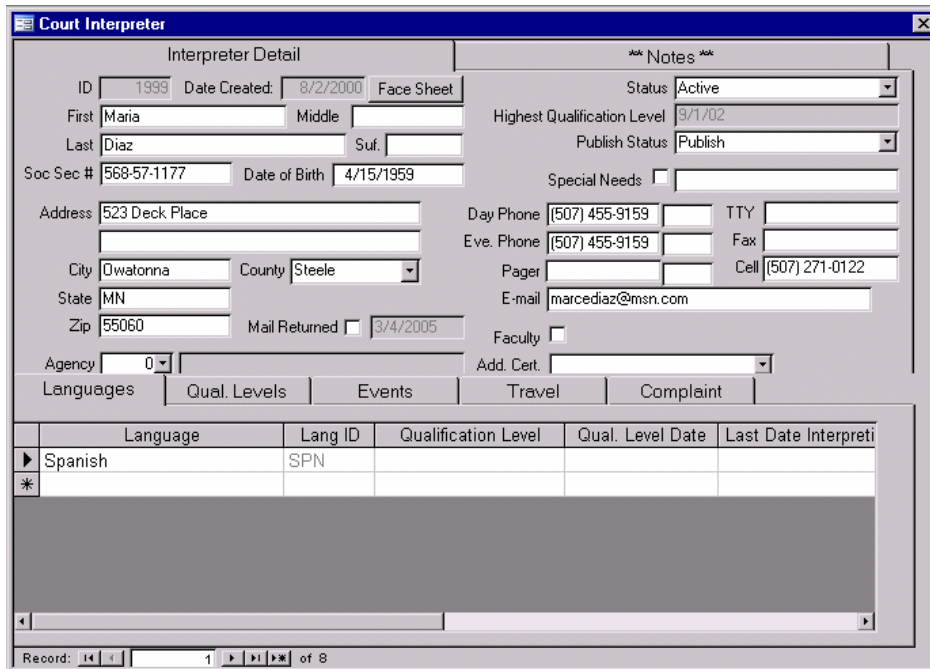


Figure 4: The Court Interpreter Screen

The Court Interpreter Screen contains the following changes from the previous EOD application:

- The fields have been rearranged for better organization and ease of locating information.
- The “Not Published” Publish status has been removed from the drop down. A Status of “Inactive” should now be used for this situation.
- The Renewal Notice Date field has been removed from the screen.
- The Rostered Date field has been removed from the screen.
- The Judicial District field has been removed.
- The Date of Birth field has been added to the screen.
- The Status field has been widened to show a word rather than a one or two-character code. The Status will contain either Active or Inactive.
- The Highest Qualification Level field was added. This read-only field will show the highest qualification level attained by this interpreter. If it is a language-specific qualification level, this will be followed by a dash and the language that applies. If the interpreter has attained the same qualification level for multiple languages, the qualification level will be followed by a dash and the word “multiple.”
- The Mail Returned Field will include a date showing the last time the mail was returned.
- Day Phone, Eve. Phone, and Pager will have an additional field for an extension or PIN number.

On the Languages tab, the Met Certification Requirements column will become the Qualification Level column. The Date Certified column will become the “Qual. Level Date column.” Additional columns have been added for “Last Date Interpreting” and “Total Hours Interpreting.” These changes are shown in figure 4.

The Requirements tab on the Court Interpreter Screen has been renamed the Qual. Levels tab and is shown here:

The screenshot shows the 'Court Interpreter' application window with the 'Qual. Levels' tab selected. The 'Interpreter Detail' section includes fields for ID (1999), Date Created (8/2/2000), Face Sheet, Status (Active), Highest Qualification Level (3/1/02), Publish Status (Publish), Special Needs, Address (523 Deck Place), City (Owatonna), State (MN), Zip (55060), Date of Birth (4/15/1959), Day Phone, Eve. Phone, Pager, Cell, Fax, TTY, E-mail (marcediaz@msn.com), Mail Returned (3/4/2005), Agency (0), and Add. Cert. Below this is a table for 'Qualification Level: Certified' with a green message: 'This Qualification Level has been completed.'

Requirement	Received	Verified	Completed/Passed
▶ Affidavit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
BCA Check	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ethics Test	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Orientation Program	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Spanish Proficiency Examination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Figure 5: The Qual. Levels Tab on the Court Interpreter Screen

This tab will show what qualification levels an interpreter has achieved. It will also show the progress an interpreter has made toward achieving a qualification level.

The Registration tab on the Court Interpreter Screen has been renamed the Events tab as and is shown here:

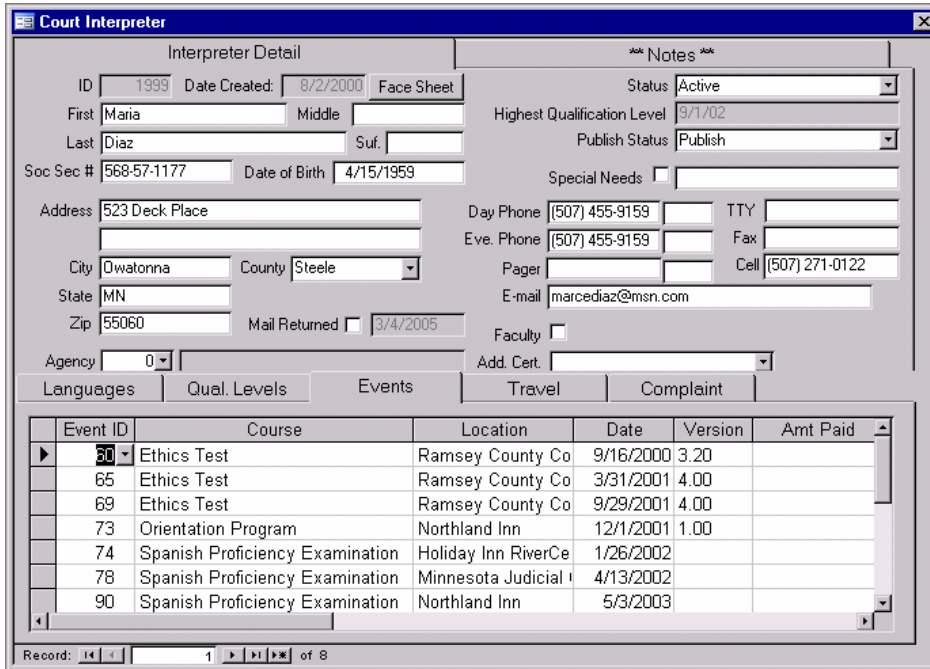


Figure 6: The Events Tab on the Court Interpreter Screen

The Events tab has had the Faculty, Waiting and Accepted columns removed. The Amt. Paid column was added to this tab. An additional item of “Faculty” will be added to the dropdown list in the Course Result column to show that an individual was an instructor for a class.

The Annual Reqmts tab has been removed from the Court Interpreter Screen. The Interpreter Data Forms (IDF’s) which were tracked on this tab will be moved to the Events tab.

The Travel tab will retain its current functionality and is shown here:

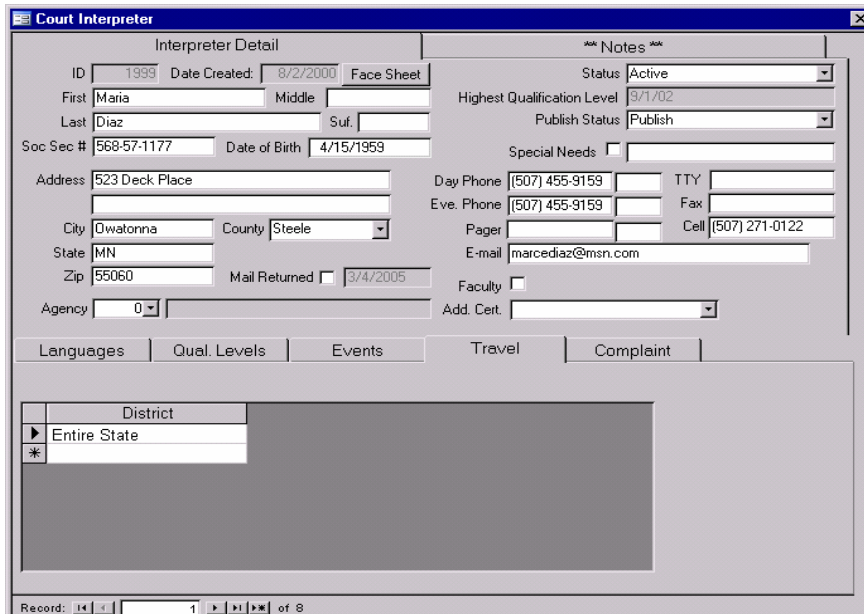


Figure 7: The Travel Tab on the Court Interpreter Screen

The Action tab has been renamed the Complaint tab and is shown here:

The screenshot shows a software window titled "Court Interpreter" with a "Complaint" tab selected. The form is divided into two main sections: "Interpreter Detail" and "Notes".

Interpreter Detail Section:

- ID: 1999, Date Created: 8/2/2000, Face Sheet: []
- First Name: Maria, Middle: [], Last Name: Diaz, Suf.: []
- Soc Sec #: 568-57-1177, Date of Birth: 4/15/1959
- Address: 523 Deck Place, City: Owatonna, County: Steele, State: MN, Zip: 55060
- Day Phone: (507) 455-9159, Eve. Phone: (507) 455-9159, Cell: (507) 271-0122
- Special Needs: [], Faculty: [], Add. Cert.: []
- Agency: 0, Mail Returned: [] 3/4/2005
- Status: Active, Highest Qualification Level: 9/1/02, Publish Status: Publish
- E-mail: marcediaz@msn.com

Notes Section:

- Tabbed interface: Languages, Qual. Levels, Events, Travel, Complaint (selected)
- Table with columns: Date, Type of Misconduct, Sanction Type, Notes
- Record indicator: Record: 1 of 8

Figure 8: The Complaint Tab on the Court Interpreter Screen

This tab will track any complaints against an interpreter, including date of the complaint, the type of misconduct, and the type of sanction issued.

4. Event Publicity, Registration, and Tracking

Events will be created in the same manner they are now created in the current EOD system. Users will be registered for an event using the "Event Registration" button on the main menu screen. This component will now contain an Amount Paid column to track payment for events.

A report will be created to replace the Word document that is currently used to track event registration. The ad hoc reporting feature will provide the capability to create mailing labels as well as reports. These mailing labels can be used for targeted mailings to publicize upcoming events.

5. Publishing to the Web Sites

Contact information for any interpreter marked as "Publish" or "CourtNet Only" will have their information immediately available on the CourtNet site. Any interpreter marked as "Publish" will have their information made available on the public web site. Information will be transferred to the public web site on a nightly basis.

6. Receiving, Correcting, and Approving Invoices

A. Interpreter Invoice Entry

Invoice information will be entered using a new ASP.NET, web application. The invoice entry screen is shown here:

The screenshot shows a web browser window titled "WebForm1 - Microsoft Internet Explorer" displaying the "Court Interpreter Invoice Form". The browser's address bar shows the URL "http://blansonvp2/MNSupCD/InvoiceForm.aspx". The form contains several input fields and buttons:

- Invoice #**: Text input field.
- Name**: Text input field with "Interpreter Name" as the label.
- Billing**: Text input field with "123 Maint St" as the label.
- Address**: Text input field with "Suite 2" and "AnyTown, MN 55321" as labels.
- Inter ID #**: Text input field with "XXXXX" as the label.
- Agency**: Text input field with "ABC Group" as the label.
- Vendor Code**: Text input field with "Code assigned by MAPS" as the label.
- Invoice Submission Date**: Text input field with "07/01/05" as the label.
- Change Contact Information**: Button.
- Submit Invoice for Payment**: Button.

Below the form is a table with the following columns: Date of Service, County, Case Type, Court File #, Language, Party Type, Payment Rate, Travel Hours, Actual Daily Hours, Telephone Minutes, Approved Overnight Expenses, Travel Cost, Time Cost, Total Cost, and Party Name. The table contains one row of data with the following values: Date of Service (empty), County (Akin), Case Type (Cancelled), Court File # (empty), Language (Afar), Party Type (Child), Payment Rate (empty), Travel Hours (empty), Actual Daily Hours (empty), Telephone Minutes (empty), Approved Overnight Expenses (empty), Travel Cost (empty), Time Cost (empty), Total Cost (empty), and Party Name (empty). A "Save" link is located at the end of the table. Below the table is an "Invoice Total" row with empty cells for Travel Cost, Time Cost, and Total Cost.

Figure 9: The Web-based Invoice Entry Page

The interpreters will be required to log in using their interpreter ID and a password. The interpreter ID will identify the interpreter and allow the application to fill in the name, billing address, and agency information automatically. A button will be provided to allow the interpreter to change this information along with phone number and the e-mail address, if any of these are incorrect.

The interpreter will be given immediate feedback if any information entered in the invoice is incorrect or if required information is missing. The Travel Cost, Time Cost, and Total Cost columns will be automatically calculated and totaled as the invoice is filled in. Once the invoice is complete, the interpreter will click the "Submit Invoice for Payment" button to submit the invoice for routing and approval.

Additional notes on the Interpreter Invoice Form:

- A Party Type of "Multiple" will be added to this dropdown list.
- The Court File # field can contain several file numbers separated by commas, so this field must be long enough to accommodate them.
- The Login page will include a button which will e-mail the user's password to the e-mail address we have on file for that interpreter.
- After the user logs in, they will see a list of invoices they entered previously. This list will include all of their unapproved invoices plus invoices that were approved in the past month. A link next to each unapproved invoice will allow the user to edit that invoice. Approved invoices can not be edited. An additional link will provide access to a second page which will list approved invoices older than one month.

B. Agency Invoice Entry

Agencies will be able to upload invoice information using the current agency invoice spreadsheet. They will need to open the spreadsheet in Excel and do a "Save As" to save the spreadsheet in a comma-separated value (CSV) format. This is done to prevent a computer virus from being uploaded to the server through spreadsheet macros.

Once the spreadsheet is saved as a CSV file, the agency user will log in to the web site and upload the file. The file will be immediately parsed and either accepted into the database or error information will be provided to the user. If there are errors, the user will need to correct the errors and re-upload the file.

C. County Invoice Approval

The County personnel will receive an e-mail message when an invoice has been submitted for their approval. This feature can be turned off for a given individual if it is not desired. In this case, the individual will need to log in to the invoicing web site to check for invoices awaiting their approval.

The County personnel will be given a log in ID and a password to log in to the invoicing web site. They will be able to edit and approve invoices for their county. Once approved, these invoices will be submitted to the Court District personnel for approval and payment.

D. Court District Personnel

The Court District personnel will receive an e-mail message when an invoice has been submitted for their approval. This feature can be turned off for a given individual if it is not desired. In this case, the individual will need to log in to the invoicing web site to check for invoices awaiting their approval.

The Court District personnel will be given a log in ID and a password to log in to the invoicing web site. They will be able to edit and approve invoices for their court district. Once approved, these invoices can be printed and submitted for payment using current procedures.

E. Invoice Management

At any point in the process, invoices can be viewed through the Court Interpreter Application. This will function similar to the current Invoicing program. The Invoices screen is shown here:

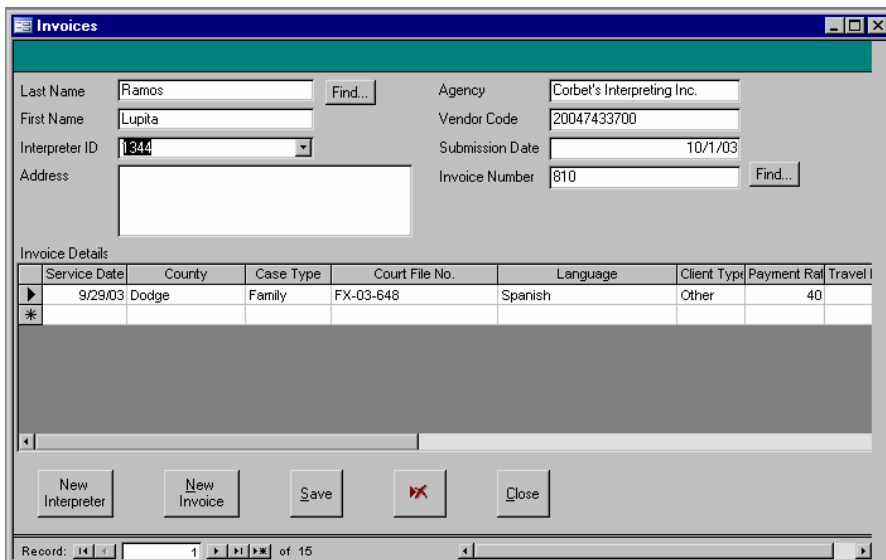


Figure 10: The Invoices Screen

7. Reporting: Ad Hoc Reporting

In addition to the reports available in the current EOD and Invoicing applications, an ad hoc reporting feature will be provided. The ad hoc reporting feature will allow the user to select information based on:

- Language
- Dates of Service

- County of Residence
- Location of Service
- Case Type
- Status
- Event Attended or Registered For
- Travel Specification
- A Particular Item Missing for Certification
- Expiration of a Requirement Necessary to Maintain a Certification
- Agency/Non-Agency Interpreters
- Interpreter Data Form Response/Non-response
- Type of Misconduct
- Type of Sanction

The information selected for an ad hoc report will be printed in a fixed report format, as mailing labels, as a mail merge or in a graph. When a mail merge is output, some of the completed merges may be e-mailed directly to recipients rather than being printed. Reports may also be e-mailed to a list of recipients.

8. Design Considerations: End User Characteristics

A. Education and Organizational Development Users

The Education and Organizational Development division (EOD) users will use the Access application to add new interpreters and add people to the mailing list. They will maintain the requirements for interpreter certification. The EOD users will also be responsible for event registration.

The EOD users will generate mailing labels for sending mailings to publicize interpreter events. They will generate the annual Interpreter Data Form and track responses to this mailing. They will inactivate interpreters and those on the mailing list who have not responded to mailings or been otherwise active in the program.

The EOD users will run both existing and ad hoc reports to retrieve information about individuals in the database.

B. Court Services Users

The Court Services users will use the Access application to maintain the invoices entered into the system. They will be responsible for maintaining the login and e-mail address information necessary to support the invoice routing and approval process. The Court Services users will run both existing and ad hoc reports to retrieve information about individuals and invoiced hours in the database.

C. Court Interpreters

The Court Interpreters will use their Interpreter ID and a password to log in to the invoicing web site. They will enter their invoice information into the interactive invoice form. This form will provide immediate feedback on missing or incorrect information. Once the information on an invoice is correct, one button click will submit it for routing and approval. The Court Interpreters will be able to make modifications to invoices that have not yet been approved.

D. Agency Personnel

Agency personnel will use their Agency ID and a password to log in to the invoicing web site. They will be able to upload comma-separated value (CSV) files, created from the agency invoice spreadsheet. These csv files will be immediately validated with errors being returned to the user. The invoice information must be corrected and uploaded without any errors before it is submitted for approval. The Agency personnel will be able to make modifications to invoices that have not yet been approved.

E. County Personnel

The County personnel will receive an e-mail each time there is an invoice awaiting their approval. This feature can be turned off for anyone who receives a large number of invoices such that e-mail notification would be cumbersome. Users not receiving e-mail notification will need to log in to the invoicing web site to check for invoices awaiting their approval.

The County personnel will be given a log in ID and a password to log in to the invoicing web site. They will be able to edit and approve invoices for their county. Once approved, these invoices will be submitted to the Court District personnel for approval and payment.

F. Court District Personnel

The Court District personnel will receive an e-mail each time there is an invoice awaiting their approval. This feature can be turned off for anyone who receives a large number of invoices such that e-mail notification would be cumbersome. Users not receiving e-mail notification will need to log in to the invoicing web site to check for invoices awaiting their approval.

The Court District personnel will be given a log in ID and a password to log in to the invoicing web site. They will be able to edit and approve invoices for their court district. Once approved, these invoices can be printed and submitted for payment using current procedures.

FUNCTIONAL SPECIFICATION DOCUMENT

Part II—Psych Services Application

The State's Psych Services Program (PSP) has a similar need to track the amounts spent for psychological testimony. A copy of the Court Interpreter Application, with some modifications, could be used to meet these needs. To initially populate the database, minimal data conversion from existing sources will be required.

1. **Architecture:** The architecture for the Psych Services Application will be identical to the Court Interpreter Application, although there will be no Public Site Listing of Psych Service Providers.
2. **Preparation:**
 - A. **Qualification Level Requirements:** While there will be some minimal data entered on the existing qualifications (accreditations, educational background, etc.) of specific Psych Service Providers, the Psych Services Application will not create different qualification levels.
 - B. **Web Site Log In and Routing Information:** The Psych Services Application will require the same preparation for the creation of log ins and default passwords, as described for the Court Interpreter Application.
3. **Tracking Service Provider Information:** Information about Psych Service Providers and services performed will be maintained using the Psych Services Application. The Main Menu screen will be similar to that of the Court Interpreter Application in Figure 3. The information for a given Psych Service Provider will be similar to the information contained in the Court Interpreter screen of Figure 4. The specific data fields, however, will be slightly modified.

Some of the functionality available on the Court Interpreter Main Menu screen is not relevant for Psych Services and will be eliminated.

The tabs at the bottom of the individual Psych Service Providers' screens will be similar to the Court Interpreter Application. Tabs will include, at a minimum, complaint, travel, and events.
4. **Event Publicity, Registration, and Tracking:** Events should be maintained as described for the Court Interpreter Application.
5. **Publishing to the Web Sites:** Contact information for Psych Service Providers will only be made available to the CourtNet internal web site.
6. **Receiving, Correcting, and Approving Invoices:**
 - A. **Invoice Entry:** Psych Service Providers will enter invoice information as described for the Court Interpreter Application, with fields designated specific to their services.
 - B. **Agency Invoice Entry:** The Psych Services Application does not require a method for agency invoice entry.
 - C. **County Invoice Approval:** County Invoice Approval will occur as described for the Court Interpreter Application.

- D. Court District Personnel:** Court District Personnel approval will occur as described for the Court Interpreter Application.
- E. Invoice Management:** Invoice management will occur as described for the Court Interpreter Application.
- 7. Reporting: Ad Hoc Reporting:** An ad hoc reporting feature will be provided similar to the description for the Court Interpreter Application. Information will be based on the fields used for the Psych Service Provider Invoice.
- 8. Design Considerations: End User Characteristics:** The Psych Services Application will have the same characteristics for Court Services Users, County Personnel, and Court District Personnel. Psych Service Providers will have a role identical to that of Court Interpreters. Under this Application, there will be no users from Education and Organizational Development (EOD) or Agencies.