



MASTER AGREEMENT CONTRACT AMENDMENT

Date: 6/17/2024
Advantage Master Agreement Contract #: MA 18P 19082700000000000031
Contracted Service: ASL and VRI Interpreting Services

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

STATE OF MAINE		
Department of Administrative and Financial Services, Division of Procurement Services		
Address: 111 Sewall Street, 9 State House Station, 4 th Floor Burton Cross Office Building		
City: Augusta	State: ME	Zip Code: 04333-0009

VENDOR		
Vendor Name: Pine Tree Society		
Address: 149 Front Street		
City: Bath	State: ME	Zip Code: 04530
Vendor Customer #: VC1000073181		

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

Department Representative:

Vendor Representative:

DocuSigned by:

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DocuSigned by:

 50128DAB9EA3481...

David Morris, Acting Chief Procurement Officer

Noel Sullivan, CEO

Date 6/18/2024

Date 6/17/2024

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

STATE OF MAINE | CONTRACT AMENDMENT

MA 18P 190827-031

AMENDMENT

<input checked="" type="checkbox"/>	Amended Period	Original Start Date: 10/1/2019	Amendment Start Date: 7/1/2024
		Current End Date: 6/30/2024	New End Date: 12/31/2025
		Reason: Utilize an available extension offered through RFP 201905086	
<input checked="" type="checkbox"/>	Extension Contract Pricing	Extend with rate increases. New contract rates and contract information on Pages 3 – 11. New contract rates take effect on July 1, 2024.	
<input type="checkbox"/>	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:	
<input checked="" type="checkbox"/>	Spend	Dollar value the vendor has recorded that State of Maine has spent on commodities and/or services covered by this contract over the last twelve months: \$	

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

STATE OF MAINE | CONTRACT AMENDMENT**MA 18P 190827-031**

Contact information:

Kevin Bohlin

Tel: 207-870-7363

Email: kbohlin@pinetreesociety.org**INTRODUCTION/OVERVIEW:**

The purpose of this Contract is for the provision of American Sign Language (ASL) and Video Remote Interpreting (VRI) services to all branches and agencies of State of Maine government. Services provided will be on an “as needed” basis, 24/7/365 days a year and could take place anywhere that the State conducts its business.

The contract is entered into by the Department and the Provider pursuant to RFP #201905086. The RFP and the Providers proposal are incorporated into this contract by reference. The following sections are adapted from the RFP and the Provider’s proposal and are provided below for clarification and ease of reference.

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

DELIVERABLES:

Interpreting Guidelines and Confidentiality: Provider shall comply with all Federal and State statutes, regulations and rules governing the protection of identifiable consumer’s information including, but not limited to, the Health Insurance Portability and Accountability Act of 1966 (HIPAA), its updates, rules and regulations promulgated thereunder.

Provider’s translators shall execute and comply with a confidentiality agreement and adhere to industry best practices.

To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and comply with the terms of the State branches and/or agencies Business Associate Agreement, which shall be incorporated into this contract. Failure to comply with the terms of the Business Associate Agreement shall constitute a basis for a breach of contract.

To the extent that the services carried out under this contract involve the use, disclosure, access to, acquisition or maintenance of information that actually or reasonably could identify an individual or consumer receiving benefits or services from or through State branch and/or agencies (“Protected Information”), the Provider must:

- a. maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations and State

- branches and/or agencies policy,
- b. contact the State branch and/or agency within 24 hours of a privacy or security incident that actually or potentially could be a breach of Protected Information and
- c. cooperate with the State branch and/or agency in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information.
- d. To the extent that a breach of Protected Information is caused by the Provider or one of its subcontractors or agents, the Provider agrees to pay the cost of notification as well as any financial costs and/or penalties incurred by the State branches and/or agencies as a result of such breach.

ASL Interpreting Services Requirements

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

1. Licensure and Certification: All interpreting services provided under this contract must be provided by interpreters who are Licensed with the Maine Department of Professional and Financial Regulation in the Office of Licensing and Registration.
 - a. Qualified interpreters will be assigned by the provider. Qualified interpreters are identified as those knowledgeable with topical information, familiar with the needs of the clients as well as if state “preferred by the client”.
 - b. Keep records for all interpreters to verify upon request the current status of any interpreter provided for State assignments.
2. Customer Service/Quality Assurance Plan: Ensure customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of service issues.

Highlights of Providers Quality Assurance Systems:

Provider schedulers will work with requestors to gather sufficient information about the assignment to ensure they are able to assign an interpreter who has the skills and knowledge necessary for successful communication. Provider will seek out and analyze feedback regarding service quality from both requestors and Deaf consumers. Accessible in the office, via Videophone, email, and telephone for customers and Deaf consumers who wish to provide feedback who are not satisfied with interpreting services. In addition, Interpreting Services maintains a close relationship with requestors and encourages feedback on the quality of services.

Scheduling platform allows for:

- Collecting information about preferred and “do not send” interpreters. Online scheduling system allows Provider to monitor “do not send” requests. Appropriate action is taken if any interpreter is found to have an excessive number of “do not send” requests.

STATE OF MAINE | CONTRACT AMENDMENT**MA 18P 190827-031**

- Documentation of credentials, certifications, and expiration dates
 - Reminder emails at 60, 30, and 1 days for expiration of credentials
 - Blocking schedulers from assigning interpreters to jobs when credentials are missing, and/ or they are not the preferred interpreter
 - Scheduling of interpreter time and is only editable by the schedulers. Billing is reviewed by the scheduler and/or director for accuracy prior to submitting to our business office staff to ensure accuracy. Should questions arise, our staff are readily available to answer questions about bills.
3. Billing and Invoicing: Provider uses an on-line HIPPA compliant scheduling software. The system meets the records, billing and reporting requirements outlined below.
- a. Have precise electronic billing methods and capabilities, including internal controls to ensure accurate billing of both travel and interpreting time, along with the type of assignment (legal, standard, emergency, etc.).
 - b. Have adequate billing reporting capabilities to comply with any requests by the State for data regarding services provided, in a timely manner. This type of reporting could be by a specific using agency or by all user types.
 - c. Submit monthly invoices for services by providing separate invoicing to Departments or other Maine public entities using it. Invoice shall show; Date of appointment, requesting agency, Name of interpreter(s), location of appointment, duration of each appointment, and total time to be billed.
4. ASL Services Usage Types:
- a. Interpretation of a legal nature, for example, in an administrative hearing, attorney-client meeting, court room, or trial setting;
 - b. Interpretation of private, therapeutic/medical sessions, (i.e., to assess health status, provide health information, assure medication compliance, coordinate health care);
 - c. Interpretation involving vocational rehabilitation;
 - d. Interpretation during protective services investigations;
 - e. Interpretation at public meetings with large audiences;
 - f. Interpretation of a business nature;
 - g. Interpretation of Human Resources & Employee meetings;
 - h. Interpretation of Education & Training;
 - i. Interpretation for meetings involving State employees who use ASL
5. ASL Staffing Requirements:
- a. Possess the professional skills and knowledge required for the specific interpreting situation.
 - b. Conduct themselves in a manner appropriate to the specific interpreting situation.
 - c. Adhere to standards of confidential communication.
 - d. Maintain ethical business practices.
 - e. Remain neutral in the conversation unless prompted by the customer with additional instructions.
 - f. For court setting, all interpreters (staff or contract) working in court setting will adhere to the Standards of Professional Conduct for Interpreters Providing Services in Judicial Proceedings, listed at https://www.courts.maine.gov/maine_courts/admin/interpreters/interpreters_policy.html

STATE OF MAINE | CONTRACT AMENDMENT

MA 18P 190827-031

For all interpreters hired or contract, the Provider shall:

- Keep records for all interpreters to verify upon request the current status of any interpreter provided for State assignments.
- Have adequate means for Interpreter Request & Confirmation of Assignments.

6. Location and Performance: Provider is able to provide services throughout the State of Maine and ensures all interpreter assignments are the most cost-effective taking into consideration mileage and travel reimbursement.

7. Travel Reimbursement: Travel Reimbursement will be allowed at the same hourly rate as the “type of interpreting” category being requested. For example, an interpreter providing "Legal" interpreter services during core hours on a weekday would bill the “Legal” rate for both the services performed and actual travel time. Provider shall assign qualified interpreters within the closest proximity to the location. In the event that a local interpreter cannot be scheduled, the Provider shall work with the requestors to identify strategies to meet the need in the most cost-effective manner. All requestors shall receive prior notification when extensive travel will be required.

8. Minimum Guarantee: ASL interpreters will be eligible to receive a minimum payment of two (2) hours for services, even if the assignment’s duration is less than two hours.

9. Cancellation Policy: **Cancellation Policy/No Show: The State recognizes that there is a cost to Providers for arranging to provide a service that is then cancelled by the State with little advanced notice. Although Providers may have different policies regarding cancellations, the State intends to specify the cancellation policy that will be in effect under this contract.** When a cancellation is necessary, the State will provide the Provider(s) with varying degrees of notice, depending on the number of service hours scheduled.

Table 1 below shows the variation between assignment length and notice given.

Assignment Length	Cancellation Notice Given				
	Less than 2 business days	2 to 3 business days	4 to 5 business days	6 to 10 business days	More than 10 business days
Less than 3 hours	100% of scheduled service hours	Not billable	Not billable	Not billable	Not billable
3 or more hours in a single day	100% of scheduled service hours	100% of scheduled service hours	Not billable	Not billable	Not billable
2 to 3 days	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	50% of scheduled service hours	Not billable
4 or more days	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	Not billable

The following considerations are taken into account for cancellations:

- a. Billing for cancelled assignments shall be at the same hourly rate as the service category for the scheduled time period.
- b. Billing shall apply for any *actual* travel time that the interpreter(s) incurred.
- c. Full or partial cancellation of assignments greater than 10 business days will not be reimbursed for more than 10 cancelled business days. (For example, if an interpreter has a six-month assignment, and it is cancelled with less than 10 days' notice, per the chart above, then the State will only be liable to pay for up to 10 days of the six-month assignment, not the full six-months.)
- d. Special conditions for cancellations may be negotiated, if necessary, at the time of each request by a State agency or any participating entity; otherwise the chart shown above shall apply. Such special conditions must be captured in writing and agreed upon by the State and the Provider. (For example, the Administrative Office of the Courts may negotiate with a Provider at the time of a service request to deviate from the cancellation policy above. Both the Provider and the State must agree in writing, and the State is not bound to procure services through the Provider if a satisfactory arrangement cannot be made.)

10. Work Orders

State branches and/or agencies may place individual orders for interpreting services pursuant to the resulting MA through the issuance of a Delivery Order (DO).

The awarded Bidder(s) shall:

- a. Create a work order documents to be used for assignment request.
- b. Establish an individual account for State branches and/or agencies that elect to utilized ASL interpreting services directly with the awarded Bidder.
- c. Maintain an e-mail address with a form of acknowledgement of receipt for assignments, inquiries and customer service within one (1) business day of receipt of order.

ASL - Rates

	Type of Interpreting	CORE HOURS Cost for Weekdays, 8AM – 5PM	NON-CORE HOURS Cost before 8:00 am and after 5:00 pm EST, weekends, and holidays
1	Standard ASL Interpreter Services (Pre-arranged date and time with requesting State agency)	\$84.00/hour	\$114.00/hour
2	Legal ASL Interpreter Services	\$98.00/hour	\$125.00/hour
3	Limited Language/Deaf Tandem Interpreter Services	\$84.00/hour	\$114.00/hour

4	Short Notice ASL, Interpreter Services (Less than two business days' notice, but no "emergency" or not immediate")	\$110.00/hour	\$183.00/hour
5	Emergency ASL Interpreter Services (immediate assistance need)	\$171.00/hour	\$183.00/hour

NOTE: Hourly rates should not include any reimbursable travel.

Video Remote Interpreting Requirements

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

1. Customer Functionality, Interpreter Performance, and Administration

Provider uses Zoom (www.zoom.us) for VRI assignments.

Provider offers a single point of contact for requesting VRI services. Requests can be made via online forms, phone, fax, or email. Schedulers will work closely with requestors to ensure interpreters are adequately prepared for assignments with meeting/ training materials, identifying technical language that may be used, names of participants, and providing requestors consultation on lighting, equipment, positioning of meeting participants to ensure the VRI experience is successful.

When using VRI services for the first time, requestors are encouraged to set up a test call prior to the initial assignment to ensure connectivity, sound, and lighting are appropriate for the assignment. This service is offered at no charge to the customer if completed during business hours.

An online, HIPAA compliant scheduling software.

- a. Provide on-demand sign language interpreting services at various State facilities statewide without an appointment at any time 365-days a year, 7-days a week, 24-hours a day, and provide pre-scheduled video remote interpreting services as needed.
- b. Deliver the interpreting services to State agencies using the State's available desktop, laptop or tablet computer equipment and Internet services.
- c. Be easily usable by staff of the State without special technical expertise.
- d. Provide effective audiovisual communication using American Sign Language (and/or customer's version of ASL) that utilizes terminology, place names, and dialects generally understood and used by D/deaf persons in Maine.
- e. Deliver any requisite training or special knowledge for State employees to operate the service.

2. VRI Interpreting Performance: Performance is measured by client feedback and when working in team assignments. Provider maintains electronic records of certification, agreements, and licenses of all interpreters, and automatically generates expiration date alerts for any and all certifications, licenses, and general paperwork to make sure that every document stays current.

3. Equipment: Equipment needed for Zoom includes:

- Hard wired laptop or desktop computer with webcam
 - o Wifi or Cellular service is not recommended for ASL interpreting VRI services. Devices utilizing Wifi or Cellular devices vary widely in their ability to transmit video. Typically, there is extensive lag time, blurry, grainy images with irregular pauses that impact effective communication. Provider cannot guarantee the quality of the video transmission if using Wifi or cellular devices.
- External speakers
- External microphone(s) for meetings with more than two people.
- Download of Zoom Desktop Client, or installation of the Zoom App
 - o Further information on Desktop and Mobile applications for using Zoom can be found at <https://support.zoom.us/hc/enus/categories/200101697>
- Information about Zoom Security and HIPAA compliance can be found at <https://www.zoom.us/docs/doc/Zoom-hipaa.pdf> and <https://zoom.us/docs/doc/Zoom-Security- White-Paper.pdf>
- Provider also has full Polycom capabilities. These long-established services have proven compatibility with the State's Polycom system

4. Administration: Provider will work with State employees to provide Helpdesk services between 7:00 AM and 7:00 PM (Eastern Standard Time). Provider will also ensure VRI solution is maintained in accordance with current State Operating Systems and software versions throughout the term of contract. Upon request Provider can provide reports to identify.

- a. Which State agencies initiate a VRI call
- b. Historical performance statistics regarding hours of usage, number of calls, speed of call answering
- c. Reports of technical problems and lost calls
- d. Maintain and be able to provide a record of individual interpreters who respond to service requests under this contract
- e. Invoices will be submitted to individual State agencies that use the service
- f. Upon request Provider can establish individual accounts to allow requestors to create, view, and cancel interpreting requests. In addition, departments can identify staff who will be allowed access to view billing and utilization reports created in the scheduling system. This is the same real-time information available to schedulers.

5. Implementation plan

State employees will be responsible to contact interpreting services via phone, fax, email, or online request and provide pertinent details for the assignment

- a. State employees will be responsible to ensure the computer, webcam, and microphone (if needed) are in good working order and the computer is able to connect with the internet
- b. Test calls are available at no charge to ensure equipment and applications are working properly

VRI – Rates

	Type of Interpreting	<u>CORE HOURS</u> Cost between 8:00 am and 5:00 pm EST	NON-CORE HOURS Cost before 8:00 am and after 5:00 pm EST, weekends, and holidays
1	VRI on-demand service per-minute charges <ul style="list-style-type: none"> For community interpreting 	\$2.50	\$3.25
2	VRI on-demand service per-minute charges <ul style="list-style-type: none"> For legal interpreting 	\$3.00	\$3.75
3	Define minimum minutes charged for on-demand services: 30 minutes minimum		
4	VRI pre-scheduled service per-minute charge <ul style="list-style-type: none"> For community interpreting 	\$2.50	\$3.25
5	VRI pre-scheduled service per-minute charge <ul style="list-style-type: none"> For legal interpreting 	\$3.00	\$3.75

Billing:

On-Demand

- Services will be billed per minute with a 30-minute minimum.
- Billing will begin the minute the interpreter is connected with the customer and continue until the minute the customer disconnects/ is disconnected.
- In the event the on-demand services are confirmed and upon connection the customer cancels or is otherwise not available, the customer will be billed the 30-minute minimum

Pre-Scheduled

- Services will be billed per minute with a 30-minute minimum
- If assignments continue beyond the confirmed assignment scheduled time, they will be billed, per minute, at the agreed upon rates
- Confirmed assignments cancelled with less than 2 business days' notice will be billed at 100% of scheduled service minutes.
- In the event the requestor asks the interpreters to connect in advance of the meeting start time, the additional time requested will be billed at the per-minute rate.

STATE OF MAINE | CONTRACT AMENDMENT**MA 18P 190827-031**

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

REPORTS

1. Required Reports: Provide to the contract administrator a quarterly usage report no later than thirty (30) days after the end of each quarter which includes:
 - a. The State department and/or agency
 - b. Day of week
 - c. Date and Start Time
 - d. Bill Rate
 - e. Site Time
 - f. Travel Time
 - g. Total Time
 - h. Site Amount
 - i. Travel Amount
 - j. Total Amount Billed

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

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

Name of Report

Name of Report	
1	ASL Quarterly Report
2	VRI Quarterly Reports

2. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report	Period Captured By Report	Due Date and/or Frequency
1	ASL Quarterly Report	Each Quarter	No later than thirty (30) days after the end of each quarter.
2	VRI Quarterly Reports	Each Quarter	No later than thirty (30) days after the end of each quarter.