



MASTER AGREEMENT CONTRACT AMENDMENT

Date: 6/20/2024
Advantage Master Agreement Contract #: MA 18P 20090200000000000025
Contracted Service: ASL & 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: Sign Language USA, Inc		
Address: PO Box 1246		
City: Mc Lean	State: VA	Zip Code: 22101
Vendor Customer #: VC0000239783		

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:

 2A644AE5681E482

DocuSigned by:

 DB89D3FD0A5F44E...

David Morris, Acting Chief Procurement Officer

Jeff Ingram, Director of Business Development / Accounts Receivable/On-Demand Interpreting

Date 6/20/2024

Date 6/20/2024

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

AMENDMENT

<input checked="" type="checkbox"/>	Amended Period	Original Start Date: 10/1/2020	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 current rates.	
<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: \$ 0.00	

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

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

Name: **Jeff Ingram**

Email: **Jeff@signlanguageusa.com**

Address: **PO Box 1246**

City: **McLean**

State: **VA**

Zip Code: **22101**

Telephone: **240-753-6941**

SCOPE OF WORK

I. INTRODUCTION/OVERVIEW:

The purpose of this Contract is for the provision of American Sign Language 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.

II. 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:

- i. 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,
- ii. 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
- iii. 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.
- iv. 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.

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:

Provider will provide VRI services directly by in-house interpreters and by means of VRI contractors. All State of Maine departments and agencies who may need to request VRI services will be provided with a guide for contacting information for VRI services. This shall include a phone number for support as well as step-by-step instructions on using readily available resources, such as a computer browser for connecting to VRI services.

- a. Customer Functionality: By using a common internet browser, such as Chrome or mobile app for Apple and Android devices, customers able to connect to VRI services.
- b. Interpreter Performance: Interpreters are either local Maine interpreters who are familiar with local entities, or those based in other states where the setting allows for this. This will broaden the usage of qualified interpreters for each assignment.
- c. Administration: The administrative staff shall assist in determining whether a certain request for services is best met by VRI services or an in-person interpreter. Also, determination shall be made as to whether an in-house interpreter shall perform the VRI or a contracted interpreter from Maine or elsewhere.
- d. Implementation Plan: All State of Maine departments and agencies who wish to utilize VRI service should contact Jeff Ingram to set up account and receive user manuals to access via computer, mobile app, and the instructions for pre-scheduled video interpreters. After all materials are provided, the state user will be encouraged to place a test call to ensure stable connection. SLUSA will provide live video conference demo to any state employee that request it.

STATE OF MAINE | CONTRACT AMENDMENT

MA 18P 200902-025

	Type of Interpreting	<u>CORE HOURS</u> Cost between 8:00 am and 5:00 pm EST	<u>NON-CORE HOURS</u> 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 	\$1.35 per minute	\$1.35 per minute
2	VRI on-demand service per-minute charges <ul style="list-style-type: none"> For legal interpreting 	\$1.35 per minute	\$1.35 per minute
<p>Minimum minutes charged for on-demand services: 15 minutes.</p> <ul style="list-style-type: none"> 15 minutes increments thereafter 365/24/7 On-demand services are guaranteed however after business hours may incur additional wait times. <p>Pre-Scheduled services: 120 minutes</p> <ul style="list-style-type: none"> 30-minute increments thereafter Available 365/24/7 			
4	VRI pre-scheduled service per-minute charge <ul style="list-style-type: none"> For community interpreting 	\$1.35 per minute	\$1.35 per minute
5	VRI pre-scheduled service per-minute charge <ul style="list-style-type: none"> For legal interpreting 	\$1.35 per minute	\$1.35 per minute

III. 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.

IV. 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

STATE OF MAINE | CONTRACT AMENDMENT

MA 18P 200902-025

- 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
1.	VRI Quarterly Report

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.	VRI Quarterly Report	Each Quarter	No later than thirty (30) days after the end of each quarter