Master Agreement (MA) No: **14092200000000000055**

STATE OF MAINE
Department of Administrative & Financial Services
Agreement to Purchase Services

THIS AGREEMENT, made this 22nd day of September, 2014, is by and between the State of Maine, DAFS/Purchases, hereinafter called "Department," and New England Interpreter Service, located at 94 Washington Avenue, Portland, ME 04101, telephone number 207-409-5514, hereinafter called "Provider", for the period of October 1, 2014 to September 30, 2015.

DAFS/Purchases may opt to renew this MA for three (3) renewal periods of one year each, subject to continued availability of funding and satisfactory performance.

The AdvantageME Vendor/Customer number of the Provider is VC0000100980

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider B - Payment and Other Provisions
Rider C – Exceptions to Rider B
Rider D, E, and/or F – (At Department's Discretion)
Rider G – Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 2 original copies.

Department of DAFS/Purchases

Kathy Paquette 10/2/14
Kathy Paquette, Procurement Manager Date

UNENCUMBERED
OCT 02 2014
NO FUNDS RESERVED FOR THIS CONTRACT

And

By: New England Interpreter Service

New England Interpreter's Service
Committed to Excellence One Customer at a Time
P. O. Box 10877
Portland, ME 04104

9/26/2014
Martin V. Sungoyo, CEO Date

Total Agreement Amount: $NA – used by all State Agencies

Approved: Mark W. Forbes
Chair, State Purchases Review Committee
BP54 (Rev 1/12)

AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

Bidder's Organization Name: New England Interpreter Service		
Chief Executive - Name/Title: Martin V. Sungoyo, CEO		
Tel: 207-409-5514	Fax: 207-699-4471	E-mail: martin@translateforme.net
Headquarters Street Address: 94 Washington Ave		
Headquarters City/State/Zip: Portland, ME 04101		

New England Interpreter Service provides the following fee schedule for In Person Spoken Language Interpreting Services.

Service Category	**Hourly Rate for Weekdays, 8AM – 5PM**	**Hourly Rate for After-hours, weekends, and holidays**
1. Standard In-Person Spoken Language Interpreting Services (Pre-arranged date and time with requesting State agency)	$50.00/hour	$55.00/hour
2. Short Notice In-Person Spoken Language Interpreting Services (less than two business days' notice, but not "Emergency" / "immediate")	$50.00/hour	$55.00/hour
3. Emergency In-Person Language Interpreting Services (immediate assistance required/urgent need)	$55.00/hour	$60.00/hour
4. Legal In-Person Spoken Language Interpreting Services	$50.00/hour	$55.00/hour
5. Medical In-Person Spoken Language Interpreting Services	$50.00/hour	$55.00/hour

Language List

Arabic, Azande, Local Sudanese Arabic, Acholi, Spanish, Russian, French, Croatian, Somali, Kinyarwanda, Kirundi, Portuguese, Bosnian, Bari, Burmese, Bhutanese, Swahili, Khmer, Farsi, Fur, Vietnamese, Cantonese, Nuer, and others.

Cancellation Policy - The State recognizes that there is a cost to a Contractor for arranging to provide a service that is then cancelled by the State with little advanced notice. Although Contractors may have different policies regarding cancellations, as specified in the RFP the cancellation policy below will be in effect under this contract. When a cancellation is necessary, the State will provide the Contractor with varying degrees of notice, depending on the number of service hours scheduled. The Chart of Cancellation Notice and Corresponding Payments show the variation between assignment length and notice given.

Chart of Cancellation Notice and Corresponding Payments

Assignment Length	Cancellation Notice Given				
	Within 2 business days	**Between 2 to 3 business days**	**Between 3 to 5 business days**	**Between 5 to 10 business days**	**10 or more 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

IMPORTANT – The following considerations are taken into account for cancellations:

- Cancellation due to weather conditions (for example, snow) is considered not billable.
- Billing for cancelled assignments shall be at the same hourly rate as the service category.
- Billing shall apply for any *actual* travel miles that the interpreter(s) incurred.
- 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.)

Special conditions for cancellations may be negotiated, if necessary, at the time of each request; otherwise the chart shown above shall apply. Such special conditions must be captured in writing.

Attachment 1 In-Person Interpreter's Signature of Agreement - At time of assignment, any in-person interpreter utilized by the State of Maine shall sign a statement *In-Person Interpreter's Signature of Agreement* certifying they can interpret fluently in the language needed and indicated whether they can speak, write and/or understand the language.

Attachment 2 Interpreter Request & Confirmation of Services Form - At time of assignment, each appointment arranged through the Contractor, the interpreter will complete the *Interpreter Request & Confirmation of Services Form*. The Department's signature is required to authorize the Contractor's payment for the interpreter.

Attachment 3 Bill and Confirmation of Services Form - Invoices for services must be submitted on a monthly basis (once per month) and shall show; Date of appointment, requesting agency, name of client, start time and end time of service, and name of the interpreter. Each line on the invoice must correspond with an original signed and completed *Bill and Confirmation of Services Form* provided with the invoice.

Attachment 4 BA Agreement - The Provider shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement. In addition, the provider shall comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated thereunder.

To the extent the Provider is considered a Business Associate under HIPAA; the Provider shall execute and deliver a Business Associate agreement (*BA agreement*) in a form acceptable to the State. The terms of the BA agreement shall be incorporated into this Agreement by reference. The State shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to the State or fails to adhere to the terms of the BA agreement.

Attachment 5 Confidentiality In-Person Interpreter's Signature of Agreement - At the time of assignment all in-person interpreters may be asked to sign a *Confidentiality In-Person Interpreter's Signature of Agreement* before services are rendered. A file copy shall be maintained by the State of Maine requesting agency or institution employing the interpreter.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** $ Unencumbered State Agencies will use this Master Agreement on an as needed basis.

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Rates are various and are listed in Rider A.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Kathy Paquette
Title: Procurement Manager
Address: Burton M. Cross Building
9 State House Station
Augusta, ME 04333-0009
Tel: 207-624-7877
Email: Kathy.L.Paquette@maine.gov

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

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

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of $50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the

personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

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

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

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

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

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

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

RIDER C
EXCEPTIONS TO RIDER B

RIDER D
Not Required: For use at Department's Discretion

RIDER E
Not Required: For use at Department's Discretion

RIDER F
Not Required: For use at Department's Discretion

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

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

☒ **United States. Please identify state: ME**

☐ **Other. Please identify country: ____**

Notification of Changes to the Information

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

Attachment 1 In-Person Interpreter's Signature of Agreement

At time of assignment, any in-person interpreter utilized by the State of Maine shall sign a statement *In-Person Interpreter's Signature of Agreement* certifying they can interpret fluently in the language needed and indicated whether they can speak, write and/or understand the language.

In Person Spoken Language Interpreting Services

Date: _____ Name of Interpreter (Services):_____

Address of Interpreter Services: _____

Telephone number: _____ Language Interpreted:_____

Client Name: _____ Department Employee: _____

I certify that I can: Speak ☐ Understand ☐ Write ☐
The language I have indicated above.

1. I shall keep all assignment related information strictly confidential.
2. I shall render the message faithfully, always conveying the content and sprit of the speaker using language most readily understood by the person(s) whom they serve.
3. I shall not counsel, advise or interject personal options.
4. I shall accept assignments using discretion with regard to skill, setting, and the consumers involved.
5. I shall request compensation for services in a professional and judicious manner.
6. I shall function in a manner appropriate to the situation.
7. I shall strive to further knowledge and skills through participation in workshops, professional meetings, interaction with professional colleagues, and reading of current literature in the field.
8. I shall strive to maintain high professional standards in compliance with the Code of Ethics.

I have read, understand and agree to abide by the Code of Ethics as stated above.

Signature of Interpreter: _____

Please Print Name: _____

Attachment 2 Interpreter Request & Confirmation of Services Form

At time of assignment, each appointment arranged through the Contractor, the interpreter will complete the *Interpreter Request & Confirmation of Services Form*. The Department's signature is required to authorize the Contractor's payment for the interpreter.

In Person Spoken Language Interpreting Services

Department: _____ Department Contact Name: _____
Telephone Number:_____

(1)	Name of Contractor Providing Services:	
(2)	Contractor's Master Agreement Number:	
(3)	State's Required Location for the Performance of Services:	
(4)	State's Required Start Date and Time for Services:	
(5)	State's Required Service Category & Required Spoken Language:	
(6)	Contractor's Proposed Number of Interpreters to Use:	
(7)	State's Projected Number of Service Hours*: (not including travel)	
(8)	Contractor's Hourly Rate: (per Master Agreement for Category shown above in Line 5)	$ /hour
(9)	Contractor's Proposed Travel Distance in miles: (if applicable)	miles
(10)	Contractor's Proposed Travel Cost: Mileage (Answer for Line 9 x 44 cents per mile, or current State mileage rate)	$
(11)	Contractor's Total Interpretation Cost: (Answer for Line 7 x Answer for Line 8)	$
(12)	**Contractor's Grand Total Cost**: (Answer for Line 10 + Answer for Line 11)	$

In the event that additional hours are required beyond the original projection, the Contractor will be eligible to receive payment from the State.

- With regard to travel, the State understands that interpreters are not always available within the immediate vicinity where services are required. The State expects to pay for travel miles when necessary and when previously agreed upon by the Contractor & Department. If the Contractor & Department cannot agree on travel the Division of Purchases will not grant any waivers and the department may select another vendor for their needs. Travel shall be billed at the same rate as the State of Maine, which is currently a mileage allowance of .44 cents per mile, and is subject to change. Travel will not be paid in terms of time or hours of interpreting service.

Department Signature_____ Date_____

Attachment 3 Bill and Confirmation of Services Form

Invoices for services must be submitted on a monthly basis (once per month) and shall show; Date of appointment, requesting agency, name of client, start time and end time of service, and name of the interpreter. Each line on the invoice must correspond with an original signed and completed *Bill and Confirmation of Services Form* provided with the invoice.

In Person Spoken Language Interpreting Services

Vendor Name	
Street address	
City, State, Zip	
Phone/Fax	
E-mail	

Completed by Agency Representative or Interpreter:

Date of Appointment:_____
Requesting Agency: _____
Location of Appointment:_____
Name of Client: _____
Time Started:_____
Time Ended:_____
Total Time to be Billed:_____ Agency #:_____

Completed by Interpreter:

Name of Interpreter:_____
Mailing Address:_____
City, State & Zip Code:_____
Interpreter Signature:_____
Mileage:_____

Completed by Agency Representative:

Authorized Requestor Signature:_____
Comments:_____
_____

Attachment 4 BA Agreement

The Provider shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement. In addition, the provider shall comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated thereunder.

To the extent the Provider is considered a Business Associate under HIPAA; the Provider shall execute and deliver a Business Associate agreement (*BA agreement*) in a form acceptable to the State. The terms of the BA agreement shall be incorporated into this Agreement by reference. The State shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to the State or fails to adhere to the terms of the BA agreement.

Business Associate Agreement

This Business Associate Agreement is made this 01 day of 10/20, 14 by and between the State of Maine ("State"), Department of Administrative and Financial Services ("Department") and NEW-E-I-Service ("Business Associate") with an address at 94 Washington Avenue, Portland, ME 04101

WHEREAS, the parties intend to protect the privacy and security of all individually identifiable health information and protected health information in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), P.L. 104-91, codified at 42 U.S.C. §§ 1320 (d)(1)-(d)(8), and all regulations adopted pursuant thereto. Although this agreement is executed to comply with the provisions of HIPAA, the parties agree that certain state laws imposing confidentiality restrictions also apply to govern this business relationship. These may include all or some of the following state laws; this list is for informational purposes only, to illustrate the potential scope of state confidentiality provisions, and is not intended to be an all-inclusive list of the applicable statutes: 5 MRSA §19203; 5 MRSA §20047; 22 MRSA §§42, 261, 815, 824, 833, 1494, 1596, 1828, 3173, 3292, 4008, 5328, 7250, 7703, 8754; 34-B MRSA §1207.

NOW THEREFORE, the parties agree as follows:

Definitions:
"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

"Protected Health Information" shall have the same meaning as the term "protected health information ("PHI") in 45 C.F.R.§1604.103, limited to information created or received by the Business Associate from or on behalf of the State.

"Required by law" shall have the same meaning as the term "required by law" in 45 C.F.R.§164.103.

"Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services, or his or her designee.

1. Term of Agreement
This Agreement shall be effective 10/_____ and shall continue to _____. This Agreement shall automatically renew itself for an additional twelve-month period unless otherwise terminated by either party. In the event that this Agreement is automatically renewed, the Business Associate agrees to be bound by the Terms and Conditions currently in effect. The confidentiality provisions of this Agreement shall **survive indefinitely**, even beyond the termination of this Agreement, or as defined under provisions of law.

2. Termination of Agreement
Upon termination of this agreement the Business Associate is required, if feasible, to return or destroy all PHI received from or created or received by the Business Associate on behalf of the State and retain no copies. If returning or destroying PHI is not feasible, Business Associate agrees to protect the confidentiality of the PHI to the extent required by HIPAA and any regulations promulgated there under, and limit any further use or disclosure to those purposes that make the return or destruction of the information infeasible. Either party may terminate the Agreement by 30 day written notice to the other party.

3. Termination for Cause
Upon the State's knowledge of a material breach by the Business Associate, the State shall either, at its sole discretion:

Provide the Business Associate an opportunity to cure the breach or end the violation within a time frame and upon such conditions as established by the State;

Immediately terminate this Agreement in the event the Business Associate has breached a material term of this Agreement and cure is not possible; or

In the event neither termination nor cure is feasible, the State shall report the violation to the Secretary.

4. Permitted Uses and Disclosures
The only permitted uses and disclosure of PHI in this agreement are stated in Attachment A, if present. Except as otherwise limited by this agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, the State provided that such use and disclosure would not violate HIPAA, the regulations promulgated there under, or the HIPAA minimum necessary policy. The Business Associate will disclose protected health information only as permitted, or required by this Agreement, or as required by law.

5. Documentation and Availability
Business Associate is required to maintain and make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528. Documentation will be made available as necessary for an accounting of disclosures of PHI to the individual and or the State as permitted by 45 C.F.R. 164.528.

The Business Associate will make PHI available to an individual to access and or copy his/her PHI as permitted by 45 C.F.R. 164.524, within 30 days from the time of request.

The Business Associate will make available PHI for amendment as permitted by 45 C.F.R. 164.526, within 60 days from the time of request.

The Business Associate will make its internal practices, books and records relating to the use or disclosure of PHI received from the State or created or received by the Business Associate on behalf of the State, available to either the State or the HHS Secretary for the purposes of determining the compliance of either the State or the Business Associate with the Medicaid Act and HIPAA Privacy Rule. 45 C.F.R. 164.504.

In the event Business Associate has PHI in a designated record set, the Business Associate agrees to make any amendments to the Designated Record Set as the State directs or agrees to in accordance with 45 C.F.R. §164.526 in such time-period and in such manner as the State may direct.

6. Inappropriate Use and Disclosure
The Business Associate is required to report to the State any inappropriate use or disclosure of the PHI of which it becomes aware, i.e. use or disclosure not permitted in this agreement or permitted by law. Business Associate will make such report to the Department Privacy Officer or designee by the end of the following business day.

The Business Associate shall exhaust, at its sole expense, all reasonable efforts to mitigate any harmful effect known to the Business Associate arising from the use or disclosure of PHI by Business Associate in violation of the terms of this Agreement.

7. Appropriate Safeguards
The Business Associate will implement, to the State's satisfaction, all reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of PHI. Safeguards will be implemented for paper as well as electronic versions of PHI. Business Associate will ensure that any agent or subcontractor to whom it provides PHI received from, created or received by Business Associate on behalf of the State agrees to the same

restrictions and conditions which apply through this Agreement to the Business Associate with respect to such information.

8. Obligations of Departments Using Services

The Department using the Business Associate's services shall notify the Business Associate of any limitation in its Privacy Practices that would affect the use or disclosure of PHI by the Business Associate, including any specific rule or law imposed by the State or federal government that is applicable to each use of PHI.
The Department using the Business Associate's services shall notify the Business Associate of any changes, revocations, restrictions or permissions by an individual to the use and disclosure of his/her PHI.

The Department using the Business Associate's services shall notify the Business Associate of any restriction to the use or disclosure of PHI that the State has agreed to in accordance with 45 CFR §164.522, or other applicable State or federal privacy laws, to the extent such restriction may affect the use or disclosure of PHI by the Business Associate. The HIPAA Privacy Rule allows covered entities, at their discretion, to accommodate requests for confidentiality by the subject of the PHI. If the State has agreed to accommodate a confidentiality request, it has a duty to disclose such to its trading partners in order to allow the trading partner to honor the confidentiality agreement.

9. Agents

The Business Associate agrees to ensure that any agent, including a subcontractor to whom it provides or entrusts PHI as defined in this Agreement, will agree to the same restrictions and conditions governing PHI which apply to the Business Associate with respect to such information under the terms and conditions of this Agreement.

10. Hold Harmless

Business Associate agrees to indemnify and hold harmless the State, its directors, officers, agents, and employees against any and all claims, demands, expenses, liabilities or causes of action which arise from any use or disclosure of PHI not specifically permitted by this agreement or applicable state and federal laws.

11. Miscellaneous

(a) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the State to comply with the requirements of the Privacy Rule and HIPAA.

(b) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the State to comply with the Privacy Rule and HIPAA.

12. Priority of Agreement

If any portion of this Business Associate Agreement is inconsistent with the confidentiality terms of any applicable contractual agreement signed between the Business Associate and the State, the terms of the latter contractual agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this BUSINESS ASSOCIATE AGREEMENT the day and year first written above.

	Department		Business Associate
Signature:	_____	Signature:	New England Interpreter's Service *Committed to Excellence One Customer at a Time* P. O. Box 10877 Portland, ME 04104
Name:	_____	Name:	Martin V. Sung
Title:	_____	Title:	C.E.O
Date:	_____	Date:	9/26/2014

Attachment 5 Confidentiality In-Person Interpreter's Signature of Agreement

At the time of assignment all in-person interpreters may be asked to sign a *Confidentiality In-Person Interpreter's Signature of Agreement* before services are rendered. A file copy shall be maintained by the State of Maine requesting agency or institution employing the interpreter.

In Person Spoken Language Interpreting Services

All interpreters shall respect all confidences received in the course of interpretation. All information gained by the Interpreter in the course of his/her professional duties shall remain strictly confidential. This information shall not be communicated, published or in any way divulged to any organization or person, other than the organization or person engaging the services of the Interpreter.

Interpreters shall be held responsible and understand that breach of confidentiality could result in civil or criminal penalties as set out in law.

Interpreter Signature: _____ Date: _____

Print Name: _____

Address: _____

Telephone Number: _____