

**82175
PY'22-23
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **King Interpreting Services, LLC**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **July 1, 2021**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2021 and expiring June 30, 2023 Sign Language Interpreting Services.

Article 1, Effective Term, is deleted in its entirety and replaced with the following language:

This Agreement shall commence upon **July 1, 2021**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2023**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB's sole discretion, renew this Agreement for up to one (1) additional one (1) year period contingent upon satisfactory performance and availability of funding to the SFWIB and upon such terms and conditions as both Parties agree to in writing.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A, Statement of Work and Exhibit A-1, PY'22-23 Statement of Work**, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, Statement of Work**, and **Exhibit A-1, PY'22-23 Statement of Work**. Maximum payment for PY'21-22 shall not exceed **\$5,500.00** and maximum payment for PY'22-23 shall not exceed **\$5,500.00** in accordance with **Exhibit B, Payment Provisions** and **Exhibit B-1, PY'22-23** attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-1	PY'22-23 Statement of Work
Exhibit	B-1	PY'22-23 Payment Provisions

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

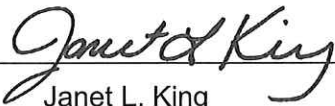
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **King Interpreting Services, LLC.**
PROGRAM ENTITLED: **Sign Language Interpreting Services**
INDEX CODE: **82175**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278;
TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET
93.584, 93.566; VET DVOP 17.801; VET LVER 17.801;
TAA 17.245; Wagner Peyser 17.207; Wagner Peyser
Incentives 17.207; Military Family Employment Program
17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:  7/15/2022
Janet L. King
Manager
King Interpreting Services, LLC
Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  7/19/22
Rick Beasley
Executive Director
South Florida Workforce Investment Board
Date

**STATEMENT OF WORK
KING INTERPRETING SERVICES, LLC
SIGN LANGUAGE INTERPRETING SERVICES**

I. Introduction:

The Contractor does hereby agree to provide Sign Language Interpreting services to the South Florida Workforce Investment Board (“SFWIB”) d/b/a CareerSource South Florida (“CSSF”) as described herein compliance with the conditions herein stated. The Contractor shall perform Sign Language Interpreting services on an as-needed basis.

The Contractor shall deliver Sign Language Interpreting in-person and Video Remote Interpreting (VRI); and language translation services in-person and via telephone to Limited English Proficient jobseekers as described below:

II. Request for Services:

- A. Upon the job seeker’s request for a sign language interpreter and the approval of the SFWIB, the center’s Disability Coordinator, or designated alternate (refer to **Exhibit A, Attachment 1-Career Center Disability Coordinator Directory**) will request an appointment for services to King Interpreting Services, LLC via an email to scheduling@kinginterpreting.com. The only persons authorized to request services from King Interpreting Services, LLC are those listed on **Exhibit A, Attachment-1 Career Center Disability Coordinator Directory**.
- B. When requesting an appointment **less than two (2) full business days in advance**, a telephone call to follow-up on the request should be placed to King Interpreting Services, LLC at (1-833-546-4275).
- C. Requests for services shall be submitted to King Interpreting Services, LLC during regular business hours, Monday- Friday, 8:00AM-5:00PM.
- D. If an interpreter is needed during an SFWIB sponsored event outside of business hours, a special request for services may be placed to King Interpreting Services, LLC. Such requests require approval from the CareerSource South Florida-Administrative Offices staff listed on **Exhibit A, Attachment 1-Career Center Disability Coordinator Directory**. Written verification of services rendered shall be emailed to the SFWIB at an email address that will be provided upon execution of this agreement.
- E. The Contractor shall provide a response on appointment availability within one (1) business day. Requesting services with at least one-week advance notice increases the likelihood of finding an available interpreter for on-site interpreting.
- F. King Interpreting Services, LLC shall request any additional assignment related information deemed necessary by King Interpreting Services, LLC to provide the best possible quality services from the center’s Disability Coordinator, or designated alternate (refer to **Exhibit A, Attachment 1-Career Center Disability Coordinator Directory**).
- G. When placing a request for services, the SFWIB must schedule sufficient time for the event, to ensure that services will be provided throughout the entire event.
- H. In the event services are needed beyond the original time requested, King Interpreting Services, LLC will make every effort to accommodate the request. However, King Interpreting Services, LLC cannot guarantee the availability of the interpreter beyond the time scheduled on the initial request.

- I. The Contractor shall notify the SFWIB if two or more interpreters are needed for an appointment. King Interpreting Services, LLC shall determine the appropriate number of interpreters needed, based on several factors unique to each interpreting situation (i.e., special needs to the job seeker, complexity of the event and length of time). With the approval of the SFWIB, the designated Disability Coordinator shall submit a separate request via the Contractors website for each additional interpreter needed.

III. Emergency and Regular Scheduled Services:

- A. "Emergency Services" is defined as "services requested **less than** five (5) business days in advance".
- B. "Regular Services" is defined as "services requested five (5) or **more** business days in advance".
- C. Should services be required beyond the original time scheduled, the additional time will be considered an "emergency" request and will be billed at the emergency rate as set forth in **Exhibit B-1-Payment Provisions**.

IV. Cancellations:

- A. The SFWIB shall submit cancellation requests to the Contractor via email to scheduling@kinginterpreting.com.
- B. The Contractor shall notify the center who requested the service of interpreter appointment cancellations due to unforeseen circumstances and SFWIB shall not be charged.
- C. Should an unforeseen circumstance prevent the deaf or hard-of-hearing individual from attending his or her appointment, the assignment will be billed for the original time requested.
- D. The SFWIB shall make cancellation requests of any requested services a **minimum** of two (2) full business days in advance. Assignments cancelled **less than** two (2) business days in advance will be billed for the original time scheduled.
- E. If a request is made for a specific time period and the appointment ends earlier than the requested time, the SFWIB is responsible for payment in full of the original request time. If a deaf or hard-of-hearing job seeker is discharged or leaves the assignment before the end of the originally requested time, the SFWIB will be responsible for payment in full of the original request.

V. Recording of Interpretation/Transliteration:

- A. Both Parties agree that video or audio recording of interpretations/transliterations provided by King Interpreting Services, LLC (including all officers, directors, agents, independent contractors, representatives and employees of King Interpreting Services, LLC) in connection with the performance of this Agreement is strictly prohibited.
- B. Both Parties agree that permission to produce such a recording may be granted at the discretion of the SFWIB upon formal written agreement.

VI. Confidentiality:

- A. The Contractor shall maintain the nature of the SFWIB jobseekers' appointment confidential.
- B. The Contractor shall not publish, disclose or use, or permit or cause to be published, disclosed or used, any confidential information pertaining to the SFWIB's jobseekers.

**PAYMENT PROVISIONS
KING INTERPRETING SERVICES, LLC
SIGN LANGUAGE INTERPRETING SERVICES**

The SFWIB shall pay the Contractor upon completion of Sign Language Interpreting services as set forth in **Exhibit A, Statement of Work**.

I. COMPENSATION

Upon satisfaction of the conditions defined in **Exhibit B, Payment Provisions**, and receipt of a completed original signed invoice package, the Contractor shall receive payments. Payments are not to exceed the total **\$5,500.00**.

The Contractor shall receive payment for services according to the rates set forth below:

INTERPRETIVE SERVICE(S)	HOURLY/ MINUTE RATE	MINIUM TIME REQUIRED	RATE FOR TRAVEL	SET-UP FEE*
ASL Interpreting (In-Person): Regular	\$85.00/Hour	2 Hours	Round-Trip Mileage @ Current IRS Rate	Waived/None
ASL Interpreting (In-Person): Emergency	\$90.00/Hour	2 Hours	Round-Trip Mileage @ Current IRS Rate	Waived/None
VRI (Video Remote Interpreting) Services: Regular	\$2.96/Minute	20 Minutes	N/A	Waived/None
VRI (Video Remote Interpreting) Services: Emergency	\$3.36/Minute	20 Minutes	N/A	Waived/None
Language Translation Services: Regular (In-Person) (Spanish Only)	\$85.00/Hour	2 Hours	Round-Trip Mileage @ Current IRS Rate	Waived/None
Language Translation Services: Regular (In-Person) (All Other Languages)	\$95.00/Hour	2 Hours	Round-Trip Mileage @ Current IRS Rate	Waived/None
Language Translation Services: Emergency (In- Person) (Spanish Only)	\$95.00/Hour	3 Hours	Round-Trip Mileage @ Current IRS Rate	Waived/None
Language Translation Services: Emergency (In- Person) (All Other Languages)	\$105.00/Hour	3 Hours	Round-Trip Mileage @ Current IRS Rate	Waived/None
Language Translation Services: Regular Telephonic/Over the Phone Interpretation (OPI)	\$1.69/Minute	20 Minutes	N/A	Waived/None
Language Translation Services: Emergency Telephonic/Over the Phone Interpretation (OPI)	\$2.29/Minute	20 Minutes	N/A	Waived/None

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials of any kind whatsoever, including, but not limited to, charges or expenses for travel, copying, courier, postage, or personal expenses, shall be made and the Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

II. INVOICES

- A. The Contractor shall submit monthly timely invoices to the SFWIB for services provided under this Agreement.
 - B. The Contractor shall complete an invoice itemizing services rendered, for each payment requested using only one of the following options:
 - 1. The Contractor shall submit all invoices to the SFWIB (Finance Department) via electronic mail to cssf_ap@careersourcesfl.com.
- or-
- 2. The Contractor shall mail the completed invoice to the SFWIB at the address set forth in **Article 18 (Notices)** of the Agreement and labeled: Attention: Finance Department.
 - C. The SFWIB must receive the completed invoice(s) not later than thirty (30) calendar days following the day that services are provided.
 - D. Upon receipt of the invoice(s) and confirmation that the conditions set forth in **Exhibit A, Statement of Work** have been met, the SFWIB shall make payment(s) to **King Interpreting Services, LLC**.
 - E. If the SFWIB, in its sole discretion, deems the Contractor's quality of work for a particular service or period of time is unsatisfactory, the SFWIB shall be entitled to holdback payment for said service or period until the SFWIB deems the quality of the work is satisfactory.
 - F. The Contractor shall submit original signed invoices to the SFWIB. Said invoices shall be processed by the SFWIB within thirty (30) calendar days or less after receipt.
 - G. If any portion of an invoice is disputed, the SFWIB shall pay the undisputed portion.
 - H. The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.

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