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January 9, 2024

Ms. Marcela Lopez
Manager
Spanish Solutions, LLC
9480 NE 2nd Avenue
Miami Shores, FL 33138-2703

Subject: **Professional Services Agreement Amendment 1 for PY'23-24**

Dear Ms. Lopez:

Attached please find the **Professional Services Agreement Amendment #1** between the **South Florida Workforce Investment Board (SFWIB)** and **Spanish Solutions, LLC** to provide Sign Language Interpreting and Language Translation Services to the SFWIB during **PY'23-24**.

Please sign and date the Agreement and return scanned to the attention of Dania Roque, Contracts Officer.

Once the Agreement is executed, we will return the executed scanned original to you. Should you have any questions, please contact Ms. Roque at (305) 929-1626.

Sincerely,

A handwritten signature in black ink, appearing to read "Yian Perrin".

Yian Perrin
Assistant Director, Administration
South Florida Workforce Investment Board
d/b/a CareerSource South Florida

Attachments

Pc: Renee Bennett, Assistant Controller, SFWIB/CSSF
Robert Smith, Special Projects Administrator II, SFWIB/CSSF
Central File, SFWIB/CSSF

1000 Corporate Center Drive, Suite 300
Miami, Florida 33129
P: 305.591.7015 | F: 305.470.5621



**82390
PY'23-24
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **Spanish Solutions, 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, 2023**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2023 and expiring **June 30, 2024** Sign Language Interpreting and Language Translation Services.

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

This Agreement shall commence upon July 1, 2023, irrespective of the date of execution, and terminate at the close of business on **June 30, 2024**, unless earlier terminated as provided below.

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'23-24 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'23-24 Statement of Work**. Maximum payment for PY'23-24 shall not exceed **\$5,980.00** in accordance with **Exhibit B-1, PY'23-24'** 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'23-24 Statement of Work
Exhibit	B-1	PY'23-24 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.

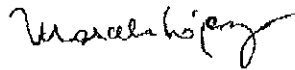
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

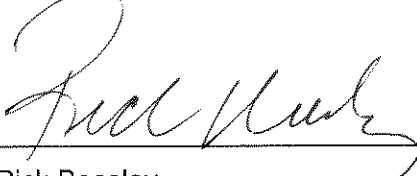
SIGNATORY FORM

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

AUTHORIZED SIGNATURE FOR: **Spanish Solutions, LLC.**
PROGRAM ENTITLED: **Sign Language Interpreting and Language Translation Services**
INDEX CODE: **82390**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; 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; WIOA NDWG 17.277**

BY:  2/16/2024
Marcela Lopez
Manager
Spanish Solutions, LLC. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  2/20/24
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date

**STATEMENT OF WORK
SPANISH SOLUTIONS, LLC
SIGN LANGUAGE INTERPRETING AND LANGUAGE TRANSLATION SERVICES**

I. Introduction:

The Contractor does hereby agree to provide Sign Language Interpreting and Language Translation 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 and Language Translation 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 Spanish Solutions, LLC via an email to operations@spanishsolutionsus.com. The only persons authorized to request services from Spanish Solutions, 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 Spanish Solutions, LLC at (1-305-891-4141).
- C. Requests for services shall be submitted to Spanish Solutions, 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 Spanish Solutions, 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. Spanish Solutions, LLC shall request any additional assignment related information deemed necessary by Spanish Solutions, 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, Spanish Solutions, LLC will make every effort to accommodate the request. However, Spanish Solutions, 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. Spanish Solutions, 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 operations@spanishsolutionsus.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 jobseeker 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 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 Spanish Solutions, LLC (including all officers, directors, agents, independent contractors, representatives and employees of Spanish Solutions, 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
SPANISH SOLUTIONS, LLC
SIGN LANGUAGE INTERPRETING SERVICES**

The SFWIB shall pay the Contractor upon completion of Sign Language Interpreting services as set forth in **Exhibit A-1, Statement of Work.**

I. COMPENSATION

Upon satisfaction of the conditions defined in **Exhibit B-1, Payment Provisions**, and receipt of a completed original signed invoice package, the Contractor shall receive payments. Payments are not to exceed the total **\$5,980.00.**

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	\$110.00/Hour	2 Hours	Round-Trip Mileage @ \$0.65/mile* +	\$980/One Time (For Video and Telephone Service)
ASL Interpreting (In-Person): Emergency	\$140.00/Hour	2 Hours	Round-Trip Mileage @ \$0.65/mile*	
VRI (Video Remote Interpreting) Services: Regular	\$1.38/Minute	2 Minutes	N/A	
VRI (Video Remote Interpreting) Services: Emergency	\$1.38/Minute	2 Minutes	N/A	
Language Translation Services: Regular (In-Person) (Spanish)	\$109.00/Hour	2 Hours	Round-Trip Mileage @ \$0.65/mile*	
Language Translation Services: Regular (In-Person) (All Other Languages)	\$135.00/Hour	2 Hours	Round-Trip Mileage @ \$0.65/mile*	
Language Translation Services: Emergency (In-Person) (Spanish)	\$140.00/Hour	2 Hours	Round-Trip Mileage @ \$0.65/mile*	
Language Translation Services: Emergency (In-Person) (All Other Languages)	\$180.00/Hour	2 Hours	Round-Trip Mileage @ \$0.65/mile*	
Language Translation Services: Regular Telephonic/Over the Phone Interpretation (OPI) Spanish	\$0.98/Minute	2 Minutes	N/A	
Language Translation Services: Regular Telephonic/Over the Phone Interpretation (OPI) (All Other Languages)	\$0.98/Minute	2 Minutes	N/A	

Language Translation Services: Emergency Telephonic/Over the Phone Interpretation (OPI) (Spanish)	\$1.19/Minute	2 Minutes	N/A
Language Translation Services: Emergency Telephonic/Over the Phone Interpretation (OPI) (All other Languages)	\$1.19/Minute	2 Minutes	N/A
Monroe County travel arrangement fee.			\$250.00

* Locations 20 miles or more away from downtown Miami will incur a 1 Hour travel time fee equivalent to on-site interpretation fee.

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.
 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-1, Statement of Work** have been met, the SFWIB shall make payment(s) to **Spanish Solutions, 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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