



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Baystate Interpreters, Inc.

Doing Business As, if applicable:

Business Address: 55 Lake Street Suite 300, Gardner, MA 0144

Business Phone: 978-632-1662, Ext. 2022

Business email: jleblanc@baystateinterpreters.com

SS# OR Tax ID #: 75-3204399

Funding Source & Acct # including location code:
General Funds #190-41700-56697-0000

Principal or Supervisor: Jessica Haxhi

Agreement Effective Dates: From 7/12/22 To 06/30/23.

Hourly rate or per session rate or per day rate. (1) For face-to-face in person translation: \$70/hour Spanish, \$75/hour Arabic & other top 10 languages, \$80/hour Pashto & others, (2) for remote interpreting such as Zoom/Google) at \$1.50/minute (1 hour minimum), (3) document translation services for \$0.11/word for Spanish and \$0.14-\$0.17/word for other languages.

Total amount: \$18,000

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

Baystate Interpreters, Inc. provides in-person and remote interpretation and document translation. They will provide interpreters for all special education meetings, translation of documents, and translation at Board and other public meetings.

Submitted by: Jessica Haxhi Phone: 475-220-1405



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Jessica Haxhi, Supervisor of World Languages
Date: July 5, 2021
Re: Baystate Interpreters, Inc.

Please ***answer all questions and attach any required documentation as indicated below***. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name: Baystate Interpreters, Inc.**

Description of Service: Baystate Interpreters, Inc. provides in-person and remote interpretation and document translation. They will provide interpreters for all special education meetings, translation of documents, and translation at Board and other public meetings.

2. **Amount of Agreement and hourly or session cost:** \$18,000 total Agreement; Hourly rate or per session rate or per day rate. For Face-to-Face in person translation: \$70/hour Spanish, \$75/hour Arabic & other top 10 languages, \$80/hour Pashto & others. Remote interpreting (Zoom/Google) at \$1.50/minute (1 hour minimum); document translation services for \$0.11/word for Spanish and \$0.14-\$0.17/word for other languages.

3. **Funding Source and account number:** General Funds (Translation) 19041700-56697-0000

4. **Continuation/renewal or new Agreement?**

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? This is a new agreement with this contractor.
- b. What would an alternative contractor cost: I contacted all vendors with CT State Contracts who are able to provide ample access to in-person interpretation, remote interpretation, and document translation. This vendor had the lowest price for Zoom-based and document translation, which are the most necessary services for NHPS at this point.
- c. If this is a continuation, when was the last time alternative quotes were requested? n/a
- d. For new or continuation: is this a service existing staff could provide. If no, why not? Up until now, we did employ local contractors at a very low \$25/hour; however, that arrangement has become untenable in that they are not always available when needed and we often need document translation done more quickly than they are able to do.

5. Type of Service:

Answer all questions:

- a. Professional Development? no
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not?
- b. After School or Extended Hours Program? no
- c. School Readiness or Head Start Programs? no
- d. Other: (Please describe). In-person and remote meeting interpretation; document translation.

6. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? Yes
- e. Is this a renewal/continuation Agreement or a new service? New
- f. If it is a renewal/continuation has cost increased? If yes, by how much? n/a
- g. Will the output of this Agreement contribute to building internal capabilities? Not necessarily.

7. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. This contractor is able to provide in-person and remote interpretation, by appointment, in over 80 languages. From their website: All Interpreters are screened for qualifications. Once they complete this step, credentials are gathered and verified, Every interpreter is CORI checked, tested and skill sets are assessed. Baystate Interpreters have an abundance of experience serving schools and universities while working with children and families.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Connecticut Contract #21PSX0065
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: I contacted all vendors with CT State Contracts that are able to provide in-person interpretation, remote interpretation, and document translation. Please note that the ability to provide in-person translation whenever needed was essential and limited our choices. In addition to having competitive in-person pricing, this vendor also had the lowest price for Zoom-based and document translation, which are the most necessary services for NHPS at this point. Baystate also has a unique approval portal in which NHPS personnel can upload documents or meeting interpretation requests and Jessica Haxhi can approve them (or not) as a way of managing the work. The portal is HIPPA and PHI compliant. The company is especially expert at special education work: they have developed required training modules for their interpreters on IEPs and on the 504 Plan. I also spoke extensively with the Director of Special Education for Brockton, Mass., a similarly sized district to ours, and she gave this company her highest recommendation.

8. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? We are required to provide interpretation services and translation of documents for families whose language is not English. This service will allow us to easily provide these services for special education, board meetings, and other school functions.
 - b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - c. How is this service aligned to the District Continuous Improvement Plan? It allows NHPS to interact with families and involve them in their child's education.
9. Why do you believe this Agreement is fiscally sound?
This vendor had the lowest price for Zoom-based and document translation, out of those providing ample availability for local in-person interpreters as well. This company charges \$1.50/minute for remote interpretation (1 hour minimum \$60/hour). The other companies I spoke with charge from \$75-117/hour). For document translation, this company charges \$0.11/word for Spanish, as compared to \$0.18-0.19.
In addition, the inclusion of this company in Connecticut Contract ##21PSX0065 indicates that the State has deemed them as fiscally appropriate for use by state agencies.
10. What are the implications of not approving this Agreement?
We could continue to look for in-house translators and interpreters; however, it has become increasingly difficult to find qualified people who are willing to work the odd hours of occasional PPT meeting, or evening public meetings, or do the intense special education document work. It is essential that we have high-quality, fast, reliable translation available to schools and families for special education and other needs.

Rev: 8/10/2020



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Baystate Interpreters, Inc.

FOR DEPARTMENT/PROGRAM:

Districtwide Translation Services (World Languages Department)

This Agreement entered into on the 11th day of July 2022, effective (*no sooner than the day after Board of Education Approval*), the 12th day of July 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Baystate Interpreters, Inc. located at, 55 Lake Street Suite 300, Gardner, MA 0144 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of (1) for face-to-face in person translation: \$70/hour Spanish, \$75/hour Arabic & other top 10 languages, \$80/hour Pashto & others, (2) remote interpreting (Zoom/Google) at \$1.50/minute (1 hour minimum), and (3) document translation services for \$0.11/word for Spanish and \$0.14-\$0.17/word for other languages, for a total not to exceed \$18,000.

The maximum amount the contractor shall be paid under this agreement: eighteen-thousand dollars (\$18,000). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by General Funds of the New Haven Board of Education, **Account Number:** 190-41700 **Location Code:** 0000.

This agreement shall remain in effect from 7/12/22 to 6/30/2023.

SCOPE OF SERVICE: *Please provide brief summary of service to be provided.*

Baystate Interpreters, Inc. provides in-person and remote interpretation and document translation. They will provide interpreters for all special education meetings, translation of documents, and translation at Board and other public meetings.

Exhibit A: Scope of Service: *Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.*

Exhibit B: Student Data and Privacy Agreement: *Attached*

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



Contractor Signature

President
New Haven Board of Education

6/15/2022

Date

Date

Jeff LeBlanc Director of Business Development

Contractor Printed Name & Title

Revised: 11/27/19



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18



Onsite Interpreters

Baystate Interpreters require a **2-hour minimum scheduling fee** and has a **24-hour cancellation policy**. Baystate Interpreters reserves the right to evaluate assignment requests and with proper notification adjust the fee schedule below. Thank you for this opportunity and we look forward to serving you.

In Person Interpreting Services Spanish						
Spanish	Education	Emergency	Holiday	Medical/Leal/Technical	Over 8 Hours	Weekends
Per Hour	\$70	\$80	\$75	\$75	\$62.50	\$75

In Person Interpreting Services Top 10 Languages Arabic, Cantonese, Farsi, French, Italian, Korean, Mandarin, Portuguese, Russian, Vietnamese						
Top 10 Languages	Education	Emergency	Holiday	Medical/Leal/Technical	Over 8 Hours	Weekends
Per Hour	\$75	\$85	\$80	\$80	\$67.50	\$80

In Person Interpreting Services All other Language						
All Other Languages	Education	Emergency	Holiday	Medical/Leal/Technical	Over 8 Hours	Weekends
Per Hour	\$80	\$90	\$80	\$85	\$72.50	\$85

General Business & Medical Services: medical exams, recorded statements, business meetings, social services and conferences.

Priority Coverage (Emergency): Requests received with less than 24 hours' notice. Additional \$10.00 an hour fee will apply.

Simultaneous Interpretation: We do offer please request a quote for this service.

24 Hour Cancellation policy: Appointment must be cancel prior to 24 hour of appointment during business hours M-F 8am-5pm so not to be charge the full price of appointment. If canceled after 24 hour of appointment during business hours M-F 8am-5pm will be charged the full price of the appoint

CONFIDENTIALITY NOTICE: This document contains private, privileged and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this document has occurred as the result of an error, please notify us immediately so we can arrange for the return of the documents. In such circumstances, you are advised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.



Document Translation

Baystate Interpreters, Inc. provides document translations in a wide variety of languages. If you do not see the target language in our list below please ask us about its availability. Thank you for this opportunity and we look forward to serving you.

Document Translation Services Spanish				
Spanish	Education	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days	Medical/Leal/Technical	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days
Per Word	\$0.11	Added \$0.02 per word	\$0.12	Added \$0.02 per word

Document Translation Top 10 Languages Arabic, Cantonese, Farsi, French, Italian, Korean, Mandarin, Portuguese, Russian, Vietnamese				
Top 10 Languages	Education	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days	Medical/Leal/Technical	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days
Per Word	\$0.14	Added \$0.02 per word	\$0.15	Added \$0.02 per word

Document Translation All other Language				
All Other Languages	Education	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days	Medical/Leal/Technical	Expedited Services (Depending on word count and if is achievable) Next Day, 2 to 3 days, & 4-5 days
Per Word	\$0.17	Added \$0.02 per word	\$0.18	Added \$0.02 per word

General Business, Medical and Legal Documents:

A minimum translation fee of \$25.00 applies to all documents where word count cost is under \$25
Notarized documents require an additional \$25.00 fee.

Cancellation policy: Once you have given us the ok to move forward with any translation and then decided to cancel the translation. You will pay for the translation that has been done up to the point of cancellation.

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Baystate Interpreters

55 Lake Street Suite 300

Gardner, MA 01440

Tel: (978)-632-1662

Fax: (978) 632-1772

www.baystateinterpreters.com

Virtual Remote Interpreting (Zoom, Google Hangout, Etc.)

Tier 1

Spanish

Tier 2

Albanian, Amharic, Arabic, Armenian, Balinese, Bengali, Bosnian, Bulgarian, Burmese, Cantonese, Cape Verdean, Chinese, Croatia, Czech, Dutch, Ethiopian, French, German, Greek, Gujarati, Haitian Creole, Hebrew, Hindi, Hmong, Hungarian, Indonesian, Italian, Japanese, Khmer (Cambodian), Kikuyu, Kirundi, Korean, Krahn, Laotian, Liberian, Lithuanian, Mandarin, Nepali, Nigerian, Oromo, Pashto, Persian (Farsi), Polish, Portuguese, Punjabi, Romanian, Russian, Serbo, Sinhala, Somalian, Sundanese, Swahili, Tagalog, Tamil, Telugu, Thai, Tibetan, Tigrinya, Toishanese, Turkish, Twi, Ukrainian, Urdu Vietnamese

Tier 3

All other spoken languages that are not listed above

Consecutive Virtual Remote Interpreting Rates

Tier 1: \$1.50 per min

Tier 2: \$1.50 per min

Tier 3: \$1.50 per min

Simultaneous Virtual Remote Interpreting Rates

Tier 1: \$1.75 per min

Tier 2: \$2.00 per min

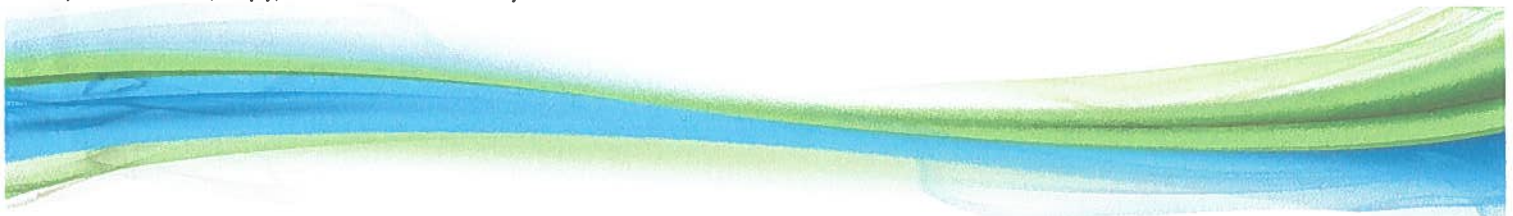
Tier 3: \$2.25 per min

****Business Rules:**

****Min of 1 hour per meeting for Virtual**

*****24 Hour Cancellation policy:** Appointment must be canceled prior to 24 hours of appointment during business hours M-F 8am-5pm so not to be charged the full price of appointment. If canceled after 24 hours of appointment during business hours M-F 8am-5pm will be charged the full price of the appointment.

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Baystate Interpreters, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 55 Lake St Ste 300	Requester's name and address (optional)
6 City, state, and ZIP code Gardner, MA 01440	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
7	5		3	2	0	4	3	9	9		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/3/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.