

# MASTER AGREEMENT CONTRACT AMENDMENT

# DATE: 12/30/2024

ADVANTAGE CONTRACT (Master Agreement) #: MA 18P 190117000000000085

CONTRACTED SERVICE: In-Person Spoken Language Interpreting Services

This Contract Amendment is between the following State of Maine Department and Provider:

# STATE OF MAINE DEPARTMENT

DEPARTMENT NAME: Department of Administrative and Financial Services

ADDRESS: 111 Sewall Street, Burton Cross Building

CITY: Augusta

STATE: ME

ZIP CODE: 04333-0009

| PROVIDER                                   |           |                 |  |  |  |  |
|--|-----------|-----------------|--|--|--|--|
| PROVIDER NAME: House of Languages, Inc.    |           |                 |  |  |  |  |
| ADDRESS: 151 Newbury Street                |           |                 |  |  |  |  |
| CITY: Portland                             | STATE: ME | ZIP CODE: 04101 |  |  |  |  |
| PROVIDER'S VENDOR CUSTOMER #: VC0000200467 |           |                 |  |  |  |  |

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract Amendment to be executed.

Department of Administrative and Financial Services, Division of Procurement Services

Provider House of Languages, Inc.

DocuSigned by: David Morris

David Morris, Acting Chief Procurement Officer

Date 12/30/2024

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Contract Amendment - Revised January 2023

## STATE OF MAINE | MASTER AGREEMENT CONTRACT AMENDMENT

### AMENDMENT

The contract is hereby amended as follows:

| $\boxtimes$ | Amended        | Original Start Date: 5/1/2019 Current End Date: 12/31/2024           |  |  |  |  |
|-------------|----------------|--|--|--|--|--|
|             | Period:        | Amendment Start Date: 1/1/2025 New End Date: 1/31/2026               |  |  |  |  |
|             |                | Reason: Extend contract to allow time for a new competitive process. |  |  |  |  |
| $\boxtimes$ | Amended        | Extend at current contracted rates.                                  |  |  |  |  |
|             | Contract       |  |  |  |  |  |
|             | Amount:        |  |  |  |  |  |
|             | Amended        | The Scope of work in Rider A is amended as follows:                  |  |  |  |  |
|             | Scope of Work: |  |  |  |  |  |
|             |                |  |  |  |  |  |

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

| Service Category  | Hourly Rate for<br>Weendays,<br>8AM – 5 PM | Hourly Rate for After-hours,<br>weekends, and holidays |
|---|--|--|
| Standard In-Person Spoken<br>Language Interpreting Services   | \$60/hour                                  | \$75/hour  |
| Short Notice In-Person Spoken<br>Language Interpreting Services   | \$60/hour                                  | \$75/hour  |
| Emergency In-Person<br>Language Interpreting Services   | \$60/hour                                  | \$75/hour  |
| Legal In-Person Spoken<br>Language Interpreting Services  | \$75/hour                                  | \$75/hour  |
| Medical In-Person Spoken<br>Language Interpreting Services  | \$75/hour                                  | \$75/hour  |
| Pre-scheduled remote<br>interpreter services over the<br>phone or via third party<br>platforms (Zoom, Google Meet,<br>etc.) | \$60/hour                                  | \$75/hour  |

**Location of Performance:** The location of performance has the potential to vary greatly, therefore, the interpreting services required by the State could take place anywhere that the State conducts its business. It is the responsibility of the Provider to ensure all interpreter assignments are the most cost-effective taking into consideration mileage and travel reimbursement.

**Mileage Reimbursement**: The State will reimburse for mileage of more than 10 miles (each way). Reimbursement shall be at the current State of Maine mileage rate currently at \$0.44 per mile. Local travel, 10 miles or fewer each way, is not reimbursed. Spoken language interpreters shall seek the

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most practical direct route as determined by Google Maps. Any persons traveling by an indirect route shall assume extra expense incurred. Mileage allowance is calculated by this method: (Total Miles x \$0.44)

**Travel Reimbursement:** The State will reimburse for travel time more than two hours' round trip at one-half the interpreter's hourly rate.

Example: 6 hours (actual round-trip travel time) – 2 hours (non-billable travel time) = 4 hours (billable travel time) x 20.00 (hourly rate 40.00/2=20.00). 80.00 (billable travel time)

Minimum Guarantee for In-Person Spoken Language Interpreting Assignments: Interpreters will be eligible to receive a minimum payment of two hours for their services, even if the assignment's duration is less than two hours.

**Cancellation Policy/No Show:** When a cancellation is necessary, the State will provide the Contractor with varying degrees of notice, depending on the number of service hours scheduled. Table 1 below shows the variation between assignment length and notice given. Table 1-Cancellation Notice and Corresponding Penalties.

|                                       | Cancellation Notice Given             |                                       |  |  |                                     |  |
|---------------------------------------|---------------------------------------|---------------------------------------|--|--|-------------------------------------|--|
| Assignment<br>Length                  | Less than 2<br>business<br>days       | 2 to 3<br>business<br>days            | 4 to 5<br>business<br>days               | 6 to 10<br>business<br>days              | More than<br>10<br>business<br>days |  |
| Less than 3<br>hours                  | 100% of<br>scheduled<br>service hours | Not billable                          | Not billable                             | Not billable                             | Not<br>billable                     |  |
| 3 or more<br>hours in a<br>single day | 100% of<br>scheduled<br>service hours | 100% of<br>scheduled<br>service hours | Not billable                             | Not billable                             | Not<br>billable                     |  |
| 2 to 3 days                           | 100% of<br>scheduled<br>service hours | 100% of<br>scheduled<br>service hours | 100% of<br>scheduled<br>service<br>hours | 50% of<br>scheduled<br>service<br>hours  | Not<br>billable                     |  |
| 4 or more<br>days                     | 100% of<br>scheduled<br>service hours | 100% of<br>scheduled<br>service hours | 100% of<br>scheduled<br>service<br>hours | 100% of<br>scheduled<br>service<br>hours | Not<br>billable                     |  |

The following considerations are considered for cancellations:

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- 1. Billing for cancelled assignments shall be at the same hourly rate as the service category for the scheduled time period.
- 2. Billing shall apply for any actual travel time that the interpreter(s) incurred.
- 3. 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.)
- 4. Special conditions for cancellations may be negotiated, if necessary, at the time of each request by a State agency or any participating entity; otherwise the chart shown above shall apply. Such special conditions must be captured in writing and agreed upon by the State and the Contractor. (For example, the Administrative Office of the Courts may negotiate with a Contractor at the time of a service request to deviate from the cancellation policy above. Both the Contractor and the State must agree in writing, and the State is not bound to procure services through the Contractor if a satisfactory arrangement cannot be made.)