

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	01618
Prisma International, Inc. 1128 Harmon Place, Suite 310 Minneapolis, MN 55403	Amendment No.:	1
	Effective Date:	February 1, 2019

**FIRST AMENDMENT  
TO  
CONTRACT NO. 01618  
TRANSLATION SERVICES – SYSTEM GENERATED LETTERS**

This First Amendment (“Amendment”) to Contract No. 01618 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Prisma International, Inc., a Minnesota corporation (“Contractor”) and is dated and effective as of February 1, 2019

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01618 for Translation Services – System Generated Letters dated effective as of November 20, 2018 (“Contract”).
- B. The Contract involves translation services for time sensitive documents used by two Washington State agencies (the Washington State Department of Social and Health Services (DSHS) and the Washington State Health Care Authority (HCA)). Prior to this Contract, the State of Washington contracted with a third party vendor to perform the translation services. Pursuant to a competitive procurement, the Contract was awarded to Contractor. The State and Contractor contemplated a transition process to ensure a reliable transition of the contract services from the prior vendor to Contractor. The State, however, was not able to effectuate the transition during the planned period.
- C. The parties desire to amend the Contract to authorize Contractor, during a transition period, to subcontract with the prior vendor for the delivery of the translation services. The parties further desire to develop a refined mutually agreeable transition and implementation plan to ensure a reliable, customer-driven, collaborative transition of the translation services to Contractor.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **SUBCONTRACT.** Notwithstanding any provision to the contrary, the Contract is amended to authorize Contractor, for a period of up to sixty (60) days ending April 5, 2019, to subcontract with Dynamic Language Center, Ltd., a Washington corporation for the translation services set forth in the Contract.
  
2. **COLLABORATIVE TRANSITION & IMPLEMENTATION PLAN.** Contractor and Enterprise Services, working with the customer representatives set forth on *Exhibit A – Collaborative Transition & Implementation Plan Representatives*, shall develop a reliable, customer-driven transition and implementation plan. Such Collaborative Transition & Implementation Plan shall be designed to effectuate a reliable transition of the contract services to Contractor as soon as reasonably practicable, but no later than March 31, 2019. The parties shall provide and develop a draft Collaborative Transition & Implementation Plan by no later than February 8, 2019 and a final Collaborative Transition & Implementation Plan by no later than February 15, 2019. The Collaborative Transition & Implementation Plan, at a minimum, shall be designed to address:
  - Business continuity for DSHS and HCA
  - Workflow validation
  - Data privacy and security for PHI
  - Cybersecurity
  
3. **SUBCONTRACTOR SERVICES AND BILLING.** Notwithstanding any provision to the contrary, the Contract is amended to authorize Contractor to enable its subcontractor to utilize Contractor's portal to perform agreed translation services. The subcontractor shall bill Contractor for services performed and Contractor shall bill the State for the same on a pass-through basis with no additional mark-up other than an administrative fee that shall not exceed five percent (5%).
  
4. **CONTRACT MANAGEMENT.** Section 7.1 of the Contract is hereby amended by deleting the existing Section 7.1 in its entirety and inserting the following in lieu thereof:

7.1 **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Lana Gunaratne-Graham  
 Washington Dept. of Enterprise Services  
 PO Box 41411  
 Olympia, WA 98504-1411  
 Tel: (360) 407-9360  
 Email: [Lana.Gunaratne-Graham@des.wa.gov](mailto:Lana.Gunaratne-Graham@des.wa.gov)

**Contractor**

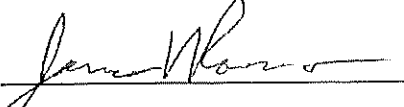
Attn: James V. Romano  
 Prisma International, Inc.  
 1128 Harmon Place, Suite 310  
 Minneapolis, MN 55403  
 Tel: (612) 349-3111  
 Email: [jromano@prisma.com](mailto:jromano@prisma.com)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.


5. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
6. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
7. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
8. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
9. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

PRISMA INTERNATIONAL, INC.  
A MINNESOTA CORPORATION

By:   
Name: James V. Romano  
Its: Contract Manager

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By:   
Name: Chad Irwin  
Its: Procurement Supervisor

**EXHIBIT A**  
**COLLABORATIVE TRANSITION & IMPLEMENTATION PLAN REPRESENTATIVES**

<b>PRIMSA INTERNATIONAL, INC.</b>		
<b>NAME</b>	<b>TELEPHONE</b>	<b>EMAIL</b>
James V. Romano Contract Manager	612-349-3111	<a href="mailto:jromano@prisma.com">jromano@prisma.com</a>

<b>DYNAMIC LANGUAGE CENTER, LTD.</b>		
<b>NAME</b>	<b>TELEPHONE</b>	<b>EMAIL</b>
Jason Selden	206-244-6709 ext. 136	<a href="mailto:Jason@dynamiclanguage.com">Jason@dynamiclanguage.com</a>

<b>WASHINGTON STATE DEPARTMENT OF SOCIAL &amp; HEALTH SERVICES (DSHS)</b>		
<b>NAME</b>	<b>TELEPHONE</b>	<b>EMAIL</b>
Steven Armstrong	360-878-4365	<a href="mailto:armstsc@dshs.wa.gov">armstsc@dshs.wa.gov</a>
Christie Frison-Thornton	360-664-8060	<a href="mailto:Frisocl2@dshs.wa.gov">Frisocl2@dshs.wa.gov</a>
April Karreci	360-878-4364	<a href="mailto:karread@dshs.wa.gov">karread@dshs.wa.gov</a>
Tracy Nelson	360-664-0267	<a href="mailto:NELSOTP@dshs.wa.gov">NELSOTP@dshs.wa.gov</a>
Huan Nguyen	360-480-8515	<a href="mailto:NGUYEHC@dshs.wa.gov">NGUYEHC@dshs.wa.gov</a>
Elena Safariants	360-725-2559	<a href="mailto:SafarE@dshs.wa.gov">SafarE@dshs.wa.gov</a>

<b>WASHINGTON STATE HEALTH CARE AUTHORITY</b>		
<b>NAME</b>	<b>TELEPHONE</b>	<b>EMAIL</b>
Kathryn Byers	360-725-5141	<a href="mailto:Kathryn.byers@hca.wa.gov">Kathryn.byers@hca.wa.gov</a>
Vicki Sprague	360-725-9794	<a href="mailto:vicki.sprague@hca.wa.gov">vicki.sprague@hca.wa.gov</a>

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES		
NAME	TELEPHONE	EMAIL
Lana Gunaratne-Graham Contract Specialist	360-407-9360	<a href="mailto:Lana.Gunaratne-Graham@des.wa.gov">Lana.Gunaratne-Graham@des.wa.gov</a>
Austin Diaz-Munoz Contract Assistant	360-407-7971	<a href="mailto:Austin.Diaz-Munoz@des.wa.gov">Austin.Diaz-Munoz@des.wa.gov</a>
Chad Irwin Procurement Supervisor	360-407-9368	<a href="mailto:Chad.Irwin@des.wa.gov">Chad.Irwin@des.wa.gov</a>

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

Prisma International, Inc.  
1128 Harmon Place, Suite 310  
Minneapolis, MN 55403

**SECOND AMENDMENT  
TO  
CONTRACT NO. 01618  
TRANSLATION SERVICES – SYSTEM GENERATED LETTERS**

This Second Amendment (“Amendment”) to Contract No. 01618 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Prisma International, Inc., a Minnesota corporation (“Contractor”) and is dated and effective as of February 25, 2019.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01618 for Translation Services – System Generated Letters dated effective as of November 20, 2018 (“Contract”).
- B. The Contract involves translation services for time sensitive documents used by primarily two Washington State agencies (the Washington State Department of Social and Health Services (DSHS) and the Washington State Health Care Authority (HCA)) (“Customer”). Prior to this Contract, the State of Washington contracted with a third party vendor to perform the translation services. Pursuant to a competitive procurement, the Contract was awarded to Contractor. The State and Contractor contemplated a transition process to ensure a reliable transition of the contract services from the prior vendor to Contractor. The State, however, was not able to effectuate the transition during the planned period.
- C. The Parties previously amended the Contract, Amendment # 1 effective February 1, 2019, to authorize Contractor, during a transition period, to subcontract the prior vendor for the delivery of the translation services. Amendment #1 further committed the parties to develop a transition and implementation plan.
- D. The Parties desire to amend the Contract to establish a refined mutually agreeable transition and implementation plan to ensure a reliable, customer-driven, collaborative transition of the translation services to Contractor.
- E. The amendment set forth herein is within the scope of the Contract.
- F. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. COLLABORATIVE TRANSITION & IMPLEMENTATION PLAN. This transition and implementation plan aims to ensure Contractor's ability to handle the volume from the State and the contracted translation services.
  - A. TEAM. Contractor and Enterprise Services, working with the customer representatives set forth on *Exhibit A – Collaborative Transition & Implementation Plan Representatives*.
  - B. KEY DATES. Key dates and action items of this implementation plan are listed in the table below. *Exhibit B – Collaborative Transition & Implementation Plan Calendar View* identifies dates and details throughout this transition and implementation.

Date	Action Item
Tuesday, February 26, 2019	State of Washington DSHS Enterprise Technology (ET) initiates diverting 20% of the daily translation workload to Contractor. The Customer will continue this daily volume through 3/13/19.
Friday, March 1, 2019	Customer and Contractor Check-in.
Tuesday, March 12, 2019	Customer to return first batch of translated letters
Wednesday, March 13, 2019	First Round of Product Review – Phase 1: Customer to evaluate returned letters using the Scorecard; and Customer to provide feedback to Contractor. Pending PASS Score, Contractor will receive 40% of daily volume through 3/26/19.
Thursday, March 14, 2019	Customer to send first batch of letters for reverse translation.
Thursday, March 21, 2019	First Round of Product Review – Phase 2: Customer to receive and evaluate reverse translated letters. Contractor to receive feedback.
Wednesday, March 27, 2019	Pending PASS Score, Contractor will receive 80% of daily volume through 4/4/19.
Thursday, April 4, 2019	Pending PASS score, Contractor will receive 100% of daily volume.
Friday, April 5, 2019	Contractor operational. Check-in with Customer.

C. KEY POINTS

- i. Per Amendment #1, Contractor shall subcontract Dynamic Language Center, Ltd. (Subcontractor) a Washington corporation, for the translation services set forth in the Contract through April 5, 2019.
- ii. Throughout the implementation period, Contractor will receive a portion of Customers' daily volume (letters) in an electronic format for live translations. The remaining portion of the daily volume will go to Subcontractor for live translation. Contractor will receive increment amounts, pending successful translation, as identified in this amendment.

- iii. Per this plan, Customer will only pay for a single set of letters at a time; there shall not be any overlapping or duplicate costs incurred by Customer. It is the responsibility of Contractor to verify appropriate billing for the services rendered between Contractor and Subcontractor.
  - iv. Subcontractor shall provide to Contractor all billing details as typically required by Customer; Contractor will forward those billing details to Customer for complete transparency.
  - v. Contractor will use the Microsoft WORD files provided to them with the previously translated text. Contractor will convert the Microsoft WORD documents into .tmx if necessary at no additional cost.
  - vi. At any point during the transition and implementation phase, Customer and Contractor may mutually agree to accelerate the transition timeline.
- D. TURN-AROUND TIMES. Contractor's contractual turn-around times (5 days for keying; 10 days for translation) will commence on February 26, 2019.
- E. TRANSITION WORKLOAD CADENCE: Contractor will begin by translating 20% of the daily workload for the specified period. The workload will increase to 40%, 80%, and 100% after review and approval by Customer at each checkpoint per the schedule set forth in Exhibit B.
- F. PRODUCT REVIEW. Customer will review Contractor's work in two phases. Customer will repeat the process on a weekly basis. Contractor will work with Customer to resolve errors or unsatisfactory work. Contractor's work should progressively improve.
- i. Phase 1 - Scorecard. Customer will use a Scorecard to review and grade Contractors' work throughout the implementation and transition period. Using the Scorecard, Customer will determine if the work receives the grade of PASS or FAIL. A letter is considered a PASS score when all 4 criteria are met. The Scorecard contains the following criteria; Contractor must meet these criteria to the Customer's satisfaction:
    - 1. General Review
      - Completeness
      - Formatting such as margins
      - Logos, address, and phone numbers in the correct location
      - Visual check
      - Number of pages
    - 2. Client Information
      - Name
      - Address
    - 3. Benefit Amounts
    - 4. Dates

Contractor performance and contract needs are communicated and decided by the Customer. All feedback, critiques, etc. shall be communicated to the Contractor for immediate resolution and application.



If criteria 2-4 are correct, the letters will be sent to the client to prevent delay but will still receive a FAIL score.

Contractor shall apply all feedback from Customer. Feedback with regards to FAIL scores shall be addressed and applied immediately.

- ii. Phase 2 – Reverse Translation. Customer will hire a third party vendor to perform reverse translations of a random sampling of a group of languages on a weekly basis of the returned letters. Should there be any errors; Contractor needs to correct the errors within 2 business days at Contractor's expense. Contractor needs to demonstrate progression in translation accuracy to maintain this contract. By the 4th reverse translation sampling, Contractor needs to be at 95% accuracy rate. Failure to meet the translation accuracy by the 4th sampling, Contractor will be put into a corrective action plan.

G. **REPORTS DURING TRANSITION.** Note that Contractor's quarterly reporting as required by the contract shall commence on February 1 for the work completed under this contract through the Subcontractor. Other reports required by Customer during Subcontractor's active period (February 1, 2019 through April 5, 2019), the Contractor will provide from Subcontractor to Customer on the same day that Subcontractor provides to Contractor. All other contractual responsibilities associated with actually producing the letters will commence on the date Contractor begins production (i.e., 2/26/19).

H. **TRANSITION AND IMPLEMENTATION CHECK-INS.** After the commencement of the February 26, 2019 run-state, Contractor will hold regular check-in meetings with the Customer Team at minimum every 2 weeks, or ad hoc as requested by either side, to review performance and operational details.

Such meetings shall continue at least monthly for a minimum of four months, at which time the check-in meetings may shift to bi-monthly by mutual agreement.

Additionally, per the RFP, Contractor has a standing offer to meet with the Customer Team in person, at Contractor's expense, to address any concerns or improve the process or relationship. A courtesy 2-week notice is requested; any urgent matters may be addressed by a virtual meeting at Customer's request.

## 2. SUBCONTRACTOR SERVICES

- A. **BILLING.** The subcontractor shall bill Contractor for services performed and Contractor shall bill the State for the same on a "pass-through" basis. Subcontractor shall be the same pricing as the previous Washington State Master Contract, 10106.
- B. **COSTS.** Contractor will limit costs to an administrative fee not to exceed five percent (5%) over Subcontractor fees (per Amendment #1), which will be otherwise submitted as pass-through to Customer. Contractor administrative fee shall cover costs such as the 1.5% Vendor Management Fee assessed for the work completed by Subcontractor during this

period. Subcontractor will limit costs to an administrative fee not to exceed five percent (5%).

- C. OTHER ORDER OF BUSINESS. Contractor shall manage other orders of business that may arise from Subcontractor such as payment method, frequency, etc. Contractor must ensure that Subcontractor is able to meet their business obligations.
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

PRISMA INTERNATIONAL, INC.  
A MINNESOTA CORPORATION

By: \_\_\_\_\_

Name: James V. Romano

Its: Contract Manager

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: \_\_\_\_\_

Name: Chad Irwin

Its: Procurement Supervisor

**EXHIBIT A**  
**COLLABORATIVE TRANSITION & IMPLEMENTATION PLAN REPRESENTATIVES**

<b>PRIMSA INTERNATIONAL, INC.</b>		
NAME	TELEPHONE	EMAIL
James V. Romano Contract Manager	612-349-3111	<a href="mailto:jromano@prisma.com">jromano@prisma.com</a>

<b>DYNAMIC LANGUAGE CENTER, LTD.</b>		
NAME	TELEPHONE	EMAIL
Jason Selden	206-244-6709 ext. 136	<a href="mailto:Jason@dynamiclanguage.com">Jason@dynamiclanguage.com</a>


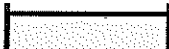

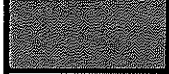

<b>WASHINGTON STATE DEPARTMENT OF SOCIAL &amp; HEALTH SERVICES (DSHS)</b>		
NAME	TELEPHONE	EMAIL
Christie Frison-Thornton	360-664-8060	<a href="mailto:Frisocl2@dshs.wa.gov">Frisocl2@dshs.wa.gov</a>
April Karreci	360-878-4364	<a href="mailto:karread@dshs.wa.gov">karread@dshs.wa.gov</a>
Tracy Nelson	360-664-0267	<a href="mailto:NELSOTP@dshs.wa.gov">NELSOTP@dshs.wa.gov</a>
Huan Nguyen	360-480-8515	<a href="mailto:NGUYEHC@dshs.wa.gov">NGUYEHC@dshs.wa.gov</a>
Elena Safariants	360-725-2559	<a href="mailto:SafarE@dshs.wa.gov">SafarE@dshs.wa.gov</a>

<b>WASHINGTON STATE HEALTH CARE AUTHORITY</b>		
NAME	TELEPHONE	EMAIL
Kathryn Byers	360-725-5141	<a href="mailto:Kathryn.byers@hca.wa.gov">Kathryn.byers@hca.wa.gov</a>
Vicki Sprague	360-725-9794	<a href="mailto:vicki.sprague@hca.wa.gov">vicki.sprague@hca.wa.gov</a>

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES		
NAME	TELEPHONE	EMAIL
Lana Gunaratne-Graham Contract Specialist	360-407-9360	<a href="mailto:Lana.Gunaratne-Graham@des.wa.gov">Lana.Gunaratne-Graham@des.wa.gov</a>
Austin Diaz-Munoz Contract Assistant	360-407-7971	<a href="mailto:Austin.Diaz-Munoz@des.wa.gov">Austin.Diaz-Munoz@des.wa.gov</a>
Chad Irwin Procurement Supervisor	360-407-9368	<a href="mailto:Chad.Irwin@des.wa.gov">Chad.Irwin@des.wa.gov</a>

**EXHIBIT B  
COLLABORATIVE TRANSITION & IMPLEMENTATION PLAN CALENDAR VIEW**

**KEY**

	Holiday
	Customer initiates reverse translation
	Seven week transition period begins
	Contractor transition launches, receives 20% of total daily volume
	Customer evaluation and scorecard

FEBRUARY 2019						
SU	MO	TU	WE	TH	FR	SA
					1 Dynamic commences subcontract role w/ Contractor; produces live letters for Customer.	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 Holiday	19	20	21	22	23
24	25 Seven Week Transition period begins.	26 First set of letters sent to Contractor for translation. Contractor receives 20% of daily volume.	27 Contractor receives 20% of daily volume.	28 Contractor receives 20% of daily volume.		

MARCH 2019						
SU	MO	TU	WE	TH	FR	SA
					1 Contractor receives 20% of daily volume.	2
3	4 Contractor receives 20% of daily volume.	5 Contractor receives 20% of daily volume.	6 Contractor receives 20% of daily volume.	7 Contractor receives 20% of daily volume.	8 Contractor receives 20% of daily volume.	9

10	11 Contractor receives 20% of daily volume.	12 Contractor returns first batch (20% volume) of letters to Customer. Contractor receives 20% of daily volume.	13 Product Review – Phase 1: Customer to provide feedback to Contractor. Pending PASS score, Contractor receives 40% of daily volume.	14 Contractor receives 40% of daily volume. Customer sends letters for reverse translation.	15 Contractor receives 40% of daily volume.	16
17	18 Contractor receives 40% of daily volume.	19 Contractor receives 40% of daily volume.	20 Product Review – Phase 1: Customer to provide feedback to Contractor. Contractor receives 40% of daily volume.	21 Contractor receives 40% of daily volume. Customer sends letters for reverse translation. Product Review – Phase 2: Review returned reverse translation.	22 Contractor receives 40% of daily volume. Customer-Contractor bi-weekly check-in meeting.	23
24	25 Contractor receives 40% of daily volume.	26 Contractor receives 40% of daily volume	27 Contractor returns second batch (40% volume) of letters to Customer. Product Review – Phase 1: Customer to provide feedback to Contractor. Pending PASS score, Contractor receives 80% of daily volume.	28 Contractor receives 80% of daily volume. Customer sends letters for reverse translation. Product Review – Phase 2: Review returned reverse translation.	29 Contractor receives 80% of daily volume.	30
31						

April 2019						
SU	MO	TU	WE	TH	FR	SA
	1 Contractor receives 80% of daily volume.	2 Contractor receives 80% of daily volume.	3 Contractor receives 80% of daily volume. Product Review – Phase 1: Customer to provide feedback to Contractor.	4 Customer sends letters for reverse translation. Product Review – Phase 2: Review returned reverse translation. Pending PASS Score, Contractor receives 100% of daily volume.	5 Customer Contractor Check-in. Contractor receives 100% of daily volume. Dynamic subcontract role w/ Contractor ends.	6
7	8	9	10	11	12	13

					Customer Contractor bi- weekly check-in.	
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

Prisma International, Inc.  
1128 Harmon Place, Suite 310  
Minneapolis, MN 55403

**THIRD AMENDMENT  
TO  
CONTRACT NO. 01618  
TRANSLATION SERVICES – SYSTEM GENERATED LETTERS**

This Third Amendment (“Amendment”) to Contract No. 01618 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Prisma International, Inc., a Minnesota corporation (“Contractor”) and is dated and effective as of April 5, 2019.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01618 for Translation Services – System Generated Letters dated effective as of November 20, 2018 (“Contract”).
- B. The Contract involves translation services for time sensitive documents used by primarily two Washington State agencies (the Washington State Department of Social and Health Services (DSHS) and the Washington State Health Care Authority (HCA)) (“Customer”). Prior to this Contract, the State of Washington contracted with a third party vendor to perform the translation services. Pursuant to a competitive procurement, the Contract was awarded to Contractor. The State and Contractor contemplated a transition process to ensure a reliable transition of the contract services from the prior vendor to Contractor. The State, however, was not able to effectuate the transition during the planned period.
- C. The Parties previously amended the Contract twice. Amendment # 1, effective February 1, 2019, authorized the Contractor, during a transition period, to subcontract the prior vendor for the delivery of the translation services. Amendment #1 further committed the parties to develop a transition and implementation plan. Amendment # 2, effective February 25, 2019, put into place a mutually agreed upon customer service oriented transition and implementation plan from the previous vendor to Contractor.
- D. The Parties desire to amend the Contract to include further details for the end phase of the transition plan as well as extend the current relationship between Contractor and the previous vendor.
- E. The amendment set forth herein is within the scope of the Contract.
- F. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**



NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. COLLABORATIVE TRANSITION & IMPLEMENTATION PLAN UPDATE. This transition and implementation plan updates include a timeline and additional details for the last phase of the implementation plan. It also extends the subcontractor relationship between Contractor and the previous vendor to ensure coverage should the need arise
  - A. TEAM. Contractor and Enterprise Services, working with the customer representatives set forth on *Exhibit A – Collaborative Transition & Implementation Plan Representatives*.
  - B. KEY DATES. Key dates and action items of this updated implementation plan are listed in the table below. *Exhibit B – Collaborative Transition & Implementation Plan Calendar View* identifies dates and details throughout this transition and implementation.

Date	Action Item
[Historical] Monday March 25, 2019	Contractor receives the first batch at 80%.
Friday, April 5, 2019	Contractor Continues to receive 80% of the work volume, Dynamic receives 20% of work volume.
Monday, April 8, 2019	Customer receives the first batch of 80% translation from Contractor.
Tuesday, April 9, 2019	Customer decision point to increase letters to 100% to Contractor based on PASS or Fail Score – Phase 1. *Note: Should Contract get a FAIL score for the initial 80% batch per criteria outlined in this Amendment. Customer and Contractor will work together to progressively improve the following 80% batches.
Week of April 22, 2019	Contractor to return first batch of translations at 100%. Customer to send to translated letters through Phase 2 – Reverse Translations.
Beginning of May 2019	Customer will send a sampling of first batch of the 100% files returned for Phase 2 Evaluation – reverse translation.
May 17, 2019	Contractor will be considered complete, should the transition be successful. Final date for subcontractor relationship with previous vendor.

- C. KEY POINTS.
  - 1) Customer adopted detailed criteria to determine PASS or FAIL score for the Phase 1 Evaluations.
    - A. PASS – Contractor meets criteria outlined in Amendment 2.
    - B. FAIL – in addition to the criteria outlined in Amendment 2 for FAIL score, the Customer will determine the severity. Customer will use the following factors to determine the severity:
      - i. 5% or more of the translations receives a FAIL score;

- ii. Letter packets are missing pages, client IDs, names, dates, benefit amounts, or logos;
  - iii. Translations appears to be in the incorrect language;
  - iv. Incorrect client name, address, dates, benefit amount, and client ID;
  - v. Letter format does not fit envelope to be mailed;
  - vi. English version does not match the original or the English copy is missing;
  - vii. Translation files are not returned in the order they are sent;
  - viii. Translations are delivered late, past due date; and/or
  - ix. Translations are not-delivered.
- 2) On March 25, 2019, Contractor received the first batch of translations at 80% of the daily volume. This volume is greater than the typical daily volume since Monday's receipts include an accumulation of requests from over weekend.
  - 3) On April 8, 2019, Customer receives the first batch at 80% of daily volume of translations back from Contractor.
  - 4) On April 9, 2019, Customer will evaluate for PASS or FAIL based on the criteria outlined above and Amendment 2 - Phase 1 Evaluation. Contractor is expected to correct errors discovered on the daily files within 24 hours.
    - A. PASS Score: Contractor's volume will increase to 100% of daily volume on April 9, 2019.
    - B. FAIL Score: Contractor will continue to receive 80% of the daily volume, or an amount determined by the Customer. In such case, Customer and Contractor will work during the week of April 8, 2019 to improve Contractor performance. During this week, Contractor and Customer will work together and evaluate each batch for progressive improvements. The goal is to increase Contractor volume to 100% during this week; should contractor FAIL and not be able to increase daily volume to 100% during this period, corrective action plan may be triggered.
  - 5) On April 17, 2019 will send sampling of the first batch of 80% translations for Phase 2 – Reverse Translations. If issues are discovered, the Customer will notify the Contractor with the discrepancies within 1 business days. Contractor must make corrections within their translation memory software within five 5 business days. Any letters with multiple errors will be corrected and re-sent to Customer. Should the reverse translations reveal that 5% of the sample contains letters that 5% or more of the materials are incorrectly translated, Customer has the ability to trigger a corrective action plan.
  - 6) Based on the criteria outlined above and Amendment 2 – Phase 1 Evaluation, Customer will evaluate Contractor on a daily bases for PASS or FAIL score. For 5 consecutive days, the Contractor must receive a PASS score at 100%. Should Contractor receive a FAIL score, Customer may revert to the lesser percentage, continue at the current rate of the daily volume based on Contractor performance, or trigger a corrective action plan.
  - 7) On April 23, 2019, or date thereafter that Customer receives the first batch of translations at 100% of the daily volume. Customer will evaluate Contractor's performance based on the criteria outlined above and Amendment 2 – Phase 1 Evaluation.
    - A. PASS Score: Contractor will continue to receive 100% of the daily volume.
    - B. FAIL Score: Contractor may receive a lesser percent of the daily volume to be determined by the Customer. In such case, Customer and Contractor will work together for 1 week (5 business days) to improve Contractor performance. During this week Contractor and

Customer will work together and evaluate each batch for progressive improvements. The goal is to improve contractor performance to sustain Contractor daily volume at 100%; should contractor FAIL and not be able to sustain the daily volume at 100% during this period, the transition and implementation phase will end and a corrective action plan period will initiate with a new amendment.

- 8) On May 1, 2019, or date thereafter based on outcomes Section 7 above, Customer will send a sampling of the first batch the 100% files returned for Phase 2 Evaluations - reverse translation. If issues are discovered, the Customer will notify the Contractor with the discrepancies within 1 business days. Contractor must make corrections within their translation memory software within five 5 business days. Any letters with major concerns will be corrected and re-sent to Customer. Should the reverse translations reveal that 5% of the sample contains letters that 5% or more of the materials are incorrectly translated, Customer has the ability to trigger a corrective action plan.
- 9) Should a Corrective Action Plan be triggered during this process, the Contractor has 3 days to furnish the plan for Customer review.
- 10) When Contractor is operating at less than 100% of the daily volume during his transition period, the remainder of the work needs to be distributed to Dynamic as the subcontractor per the terms in Amendment 1 and 2. The final date for Dynamic's services per this transition plan is May 17, 2019.
- 11) Contractor must sustain at minimum 3 days of PASS Score for 100% of the daily volume. Should Contractor be unable to sustain 100% of the daily volume at 3 consecutive days by April 30, 2019, a Corrective Action plan will be triggered.
- 12) SUBCONTRACTOR SERVICES
  - A. BILLING. The subcontractor shall bill Contractor for services performed and Contractor shall bill the State for the same on a "pass-through" basis. Subcontractor shall be the same pricing as the previous Washington State Master Contract, 10106.
  - B. COSTS. Contractor will limit costs to an administrative fee not to exceed five percent (5%) over Subcontractor fees (per Amendment #1), which will be otherwise submitted as pass-through to Customer. Contractor administrative fee shall cover costs such as the 1.5% Vendor Management Fee assessed for the work completed by Subcontractor during this period. Subcontractor will limit costs to an administrative fee not to exceed five percent (5%).
  - C. OTHER ORDER OF BUSINESS. Contractor shall manage other orders of business that may arise from Subcontractor such as payment method, frequency, etc. Contractor must ensure that Subcontractor is able to meet their business obligations.
- 13) NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 14) INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

- 15) AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 16) ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 17) COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

PRISMA INTERNATIONAL, INC.  
A MINNESOTA CORPORATION

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: James V. Romano

Its: Contract Manager

By: 

Name: Chad Irwin

Its: Procurement Supervisor

**EXHIBIT A**  
**COLLABORATIVE TRANSITION & IMPLEMENTATION PLAN REPRESENTATIVES**

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**EXHIBIT B**  
**COLLABORATIVE TRANSITION & IMPLEMENTATION PLAN CALENDAR VIEW**

**April**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 80% sent to PRISMA	2 80% sent to PRISMA	3 80% sent to PRISMA	4 80% sent to PRISMA PRISMA check-in	5 80% sent to PRISMA	6
7	8 FIRST 80% returned-1 PASS send 80% FAIL – Evaluate severity - continue at 80%?	9 80% returned-2 PASS send 100%-1 FAIL – Evaluate severity - continue at 80%?	10 80% returned-3 PASS send 100% FAIL – Evaluate severity - continue at 80%? Send for reverse translation	11 80% returned-4 PASS send 100% FAIL – Evaluate severity - continue at 80%?	12 80% returned-5 PASS send 100% FAIL – Evaluate severity - continue at 80%?	13
14	15 80% returned-6 PASS send 100% FAIL – Evaluate severity - continue at 80%?	16 80% returned-7 PASS send 100% FAIL – Evaluate severity - continue at 80%?	17 80% returned-8 PASS send 100% FAIL – Evaluate severity - continue at 80%? Reverse translation received – Evaluate - If any issues – vendor has 5 business days to respond – fix errors	18 80% returned-9 PASS send 100% FAIL – Evaluate severity - continue at 80%?	19 80% returned-10 PASS send 100% FAIL – Evaluate severity - continue at 80%?	20

21	22 80% returned-11 PASS send 100% FAIL – Evaluate severity - continue at 100%?	23 FIRST 100% returned-1 PASS send 100% FAIL – Evaluate severity - continue at 100%?	24 100% returned-2 PASS send 100% FAIL – Evaluate severity - continue at 100%? EVALUATE Send for reverse translation	25 100% returned-3 PASS send 100% FAIL – Evaluate severity - continue at 100%? EVALUATE	26 100% returned-4 PASS send 100% FAIL – Evaluate severity - continue at 100%? EVALUATE	27
28	29 100% returned-5 PASS send 100% FAIL – Evaluate severity - continue at 100%? EVALUATE	30 100% returned-6 PASS send 100% FAIL – Evaluate severity - continue at 100%? EVALUATE				

**May**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 100% returned-6 PASS send 100% FAIL – Evaluate severity - continue at 100%? EVALUATE Reverse translation received – Evaluate - If any issues – vendor has 5 business	2	3	4



			days to respond – fix errors			
5	6	7	8 Vendor should have fixed any issues discovered in the reverse translations	9	10	11
12	13	14	15	16	17 PRISMA to be fully implemented	18
19	20	21	22	23	24	25
26	27	28	29	30	31	