Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

CONTRACT

NO. 02526

FOR

SIGN LANGUAGE INTERPRETER SERVICES – INDEPENDENT CONTRACTORS

STATEWIDE/REGION: SOUTHWEST

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

LUANNE CONNER

Dated April 28, 2026

CONTRACT

NO. 02526

FOR

SIGN LANGUAGE INTERPRETER SERVICES – INDEPENDENT CONTRACTORS

STATEWIDE/REGION: SOUTHWEST

This Washington Statewide Contract ("Contract") 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 ("Enterprise Services") and Luanne Conner, a Sole Proprietorship ("Contractor") and is dated and effective as of April 28, 2026.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Pursuant to Legislative authorization, the Washington State Department of Social and Health Services' Office of Deaf and Hard of Hearing (ODHH) has served the Deaf, Deafblind, Hard of Hearing, late Deafened, and Deaf Plus communities in the State of Washington for over thirty years. ODHH provides equal access opportunities through statewide interpreter services for Deaf, Deafblind, Hard of Hearing, late Deafened, and Deaf Disabled individuals to access state government activities. In particular, ODHH endeavors to ensure that all Deaf, Deafblind, Hard of Hearing, late Deafened, and Deaf Disabled Washington residents and employees have equal access opportunities for effective communication through in-person sign language interpreting services (IPI), scheduled virtual sign language interpreting services (VI), and on-demand and scheduled video remote sign language Interpreting services (VRI) to access state government activities.

C. On March 23, 2026, the Director of the Department of Enterprise Services granted an exception to competitive solicitation for this Contract pursuant to RCW 39.26.125(7).

D. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

E. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services, as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this contract commences April 28, 2026, and ends March 31, 2032.

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.

(a) Services. For purposes of this Contract, "Services" means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, the prices set forth in Exhibit B – Prices shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year, or as determined by the DES Contract Administrator within its discretion. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of one year of the effective date each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

BLS Index: PPI CEU6054000003

New Price = Old Price x (Current Period Index/Base Period Index).

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic or other adjustment as set forth herein).

3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required

licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.6. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.7. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any

of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

4.10. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.11. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.12. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.13. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.

4.15. OPERATIONAL CAPABILITY. Contractor represents and warrants that Contractor has the operational and financial capability to perform the Contract.

4.16. SOLE PROPRIETORSHIP. Contractor represents and warrants that Contractor is a Sole Proprietorship and has no employees.

4.17. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03). Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.18. WASHINGTON SMALL BUSINESS. Contractor represents and warrants, that Contractor qualifies as a Washington Small Business as defined in RCW 39.26.010(22)(a).

4.19. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

5.1. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.2. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.3. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.4. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.5. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or

cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.6. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.

6.2. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform on-site Services, Contractor, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

6.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.

6.4. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

6.5. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

6.6. CONFIDENTIAL INFORMATION; DATA SECURITY; NETWORK ACCESS

(a) CONFIDENTIAL INFORMATION. For purposes of this Contract, "Confidential Information" includes, but is not limited to, information that is deemed confidential under federal or state law, personal information as defined in RCW 42.56.590, as well as any information identified, in writing, by Purchaser as confidential or protected.

(b) PROTECTION OF CONFIDENTIAL INFORMATION. Notwithstanding any provision to the contrary, Contractor's use of Confidential Information will be in compliance with all applicable state and federal law. At a minimum, Contractor shall maintain records documenting: (i) the Confidential Information received pertaining to this Contract; (ii) the purpose(s) for which

the Confidential Information was received; (iii) who received and maintained the Confidential Information; and (iv) final disposition of the Confidential Information. Purchaser reserves the right to monitor, audit, and/or investigate Contractor's use of Confidential Information used, collected, or acquired by Supplier pursuant to this Contract.

(c) CONTRACTOR OBLIGATION – CONFIDENTIAL INFORMATION. Contractor shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Contract and who have executed an appropriate nondisclosure agreement or data sharing agreement as approved by Purchaser; (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Confidential Information on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance; and (iv) ensure that all Confidential Information is encrypted in transmission from and to Contractor, at rest in the data base or other data facility maintained or used by Contractor, and when transmitted to authorized recipients.

(d) CONTRACTOR OBLIGATION – DATA SECURITY. If the Contract involves Purchaser's Data and/or access to Purchaser's IT network, Contractor, at its expense, will comply with the data security requirements set forth in *Attachment XX – Data Security Requirements*.

(e) CONTRACTOR OBLIGATION – EXPIRATION OR TERMINATION. Upon expiration or termination of this Purchase Order, Contractor, at Purchaser's direction, timely will: (i) Certify to Purchaser that all Confidential Information has been destroyed; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other actions Purchaser requires of Contractor to protect such Confidential Information.

(f) NETWORK ACCESS. During its performance of this Contract, Contractor may be granted access to Purchaser's computer and telecommunication networks ("Networks"). As a condition of Network use, Contractor shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by Purchaser to access and use the Networks; (c) only access Network locations made available to Contractor by Purchaser; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by Contractor (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Contract, relinquish all IP addresses or address blocks assigned to them on the Networks. Additionally, Contractor shall comply with Purchaser's IT policies.

7. USING THE CONTRACT – PURCHASES.

7.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply

to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

8. INVOICING & PAYMENT.

8.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:

(a) Contract No. 02526;

(b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);

(c) Contractor's Federal Tax Identification Number;

(d) Date(s) of delivery;

(e) Applicable Goods and/or Services;

(f) Invoice amount; and

(g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

8.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment shall not be considered late if a check or warrant is mailed within the time specified.

8.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

8.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

8.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

8.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

9. CONTRACT MANAGEMENT.

9.1. 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 Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract 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: Natalie Lavinsky
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8139
Email: DESLanguageAccess@des.wa.gov

Contractor
Attn: Luanne Conner
800 NE Tenney Rd
Suite 110 PMB 433
Vancouver, WA 98685
Tel: (360) 607-7810
Email: connerL@mac.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.

9.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

9.3. LEGAL NOTICES. Any legal 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: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor
Attn: Luanne Conner
800 NE Tenney Rd
Suite 110 PMB 433
Vancouver, WA 98685
Email: connerL@mac.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.

10. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

10.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

10.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .01.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be

received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

10.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;
- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

11. RECORDS RETENTION & AUDITS.

11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or

transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

12. INSURANCE.

12.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.

13. CLAIMS.

13.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.

13.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's

property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

13.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

14. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

15. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

15.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

15.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision,

in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

15.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

15.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

15.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

15.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report quarterly contract sales;

(c) Contractor fails to timely pay the vendor management fees when due;

(d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or

(e) Contractor breaches any representation or warranty provided herein.

15.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

15.8. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

15.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

15.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

(a) Upon the mutual written agreement of the parties to the Purchase Order;

(b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or

(c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

18.3. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination

requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

18.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

18.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

18.6. AUTHORITY. Each party to this Contract, 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 Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

18.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

18.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.

18.12. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

18.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

18.21. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Contract may be executed in any number of 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 Contract 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 Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **Department of Enterprise Services**	**LUANNE CONNER,** **a Sole Proprietorship**
By: _____	By: Luanne Conner Luanne Conner (Apr 29, 2026 10:19:07 PDT) _____
Tim Foitzik	Luanne Conner
Its: Procurement Supervisor	Its: Owner

EXHIBIT A

INCLUDED GOODS/SERVICES

CONTRACTOR EXPECTATIONS

1. Contractor shall provide American Sign Language (ASL) services to Purchaser's Customer(s) as described below. "Customer" means a Deaf, DeafBlind, Hard of Hearing, Late Deafened, or Deaf Plus resident of the State of Washington, or State of Washington Employee utilizing Sign Language Interpreter Services.
    A. "Deaf" is a broad term that generally describes people who have severe to profound hearing loss. Deaf individuals may communicate by American Sign Language (ASL), another form of signed language, lip-reading, English (written or spoken), or any other method of communication. They may use a combination of Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized technology.
    B. "DeafBlind" is a term that refers to people who have both visual and hearing losses. The person is either deaf or hard of hearing. Many people who are DeafBlind communicate by using tactile signing or close vision signing, depending on their vision loss.
    C. "Hard of Hearing" is a term that generally refers to people who have mild to moderate hearing loss who may communicate through Sign Language, spoken language or both. These individuals may or may not use a combination of: Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized communication technology.
    D. "Late Deafened" typically refers to the individual who loses hearing later in life Individuals who are late-deafened have usually maintained spoken communication skills. These individuals may or may not use a combination of: Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized communication technology.
    E. "Deaf Disabled" refers to a Deaf individual who has an additional disability that may or may not impact their signing ability and language comprehension.
2. Service Area
    A. In-Person Interpreting Requests
        i. Contractor shall provide IPI ASL services for the awarded regions.
            a. Southwest
    B. Virtual Interpreting (VI) Requests
        i. Contractor shall provide VI ASL services statewide.
            a. VI refers to ASL services are delivered virtually through approved online platforms such as, Skype for Business/Microsoft Teams, Updox, VSee, Zoom/Zoom for Healthcare, Doxy.me, GoogleG Suite Hangouts Meet, Cisco Webex Meetings/Webex Teams, Amazon Chime, GoToMeeting and Spruce HealthCare Messenger.
3. Contractor Availability

A. Contractor shall be available to respond to telephone, videophone, and email inquiries during State Business Hours (Monday through Friday, 8:00 AM to 5:00 PM Pacific Time).
B. During State Business Hours, Contractor shall respond to all Service Requests, complete or incomplete, by the end of the Business Day in which they are received. Contractor will provide a response to all other inquiries within two (2) Business Days. Business Days are Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time (Standard or Daylight, as applicable), except for holidays observed by the State of Washington.

4. Contractor Credentials
   A. Contractor must maintain approval status on the ODHH Registry.
   B. Refer to ODHH policy.
5. Accepting Service Requests
   A. Contractor shall only accept requests for which Contractor is appropriately matched to the appointment type. Contractor shall take the following into consideration when accepting a request:
      i. Language and communication style of the Customer(s);
      ii. Facility specific requirements;
      iii. Appointment specific requirements;
      iv. Location of the Appointment (secure, home, office, etc.);
      v. Contractor's skills, experience, and credentials;
      vi. Additional known factors presented by the Consumer(s) if any, that might affect communication, including but not limited to: physical, visual, developmental, or mental health condition
   B. Contractor may be required to agree to additional privacy protections to provide services to Purchaser. For example, successful Contractors that wish to provide services to Purchasers that are covered entities under HIPAA may be required to execute Service Level Agreements (SLAs), Memorandum of Understanding (MOU), Business Associate Agreements (BAAs), etc.
   C. If using the ODHH Request Form, Contractor shall abide by all ODHH policies concerning the ODHH Request system.
   D. Team Criteria and Procedures
      i. Any Appointment longer than 90 minutes requires a team of two (2) or more Sign Language Interpreters. Contractor shall not work solo for Appointments that are 90 minutes or longer.
      ii. If a Request is for an Appointment that is 90 minutes or longer, Contractor shall inform Purchaser that a team will be necessary.
      iii. Contractor may advise Purchaser to contact another interpreter from the DES Statewide Contract or submit a separate request through the ODHH Request system to another Independent Contractor or a Booking Agency.
      iv. Purchaser shall follow Contractor's recommendation regarding the appropriate team of Interpreters needed for a specific Appointment. If Purchaser disagrees, Purchaser should contact ODHH for a second opinion.
      v. Other circumstances requiring a team of two (2) or more Interpreters, regardless of the length of the Appointment, may include, but are not limited to, the following:
         a. Type of Request;
         b. Specific Appointments that have potential outcomes which may impact the quality of life for the Deaf individual

require additional language and cultural monitoring using a Deaf Interpreter. Contractors have an ethical obligation to require a team with one (1) or more Deaf Interpreter(s) to ensure effective communication takes place in the following circumstances:

1. Mental Health Services (Psychiatric, Psychological, Neuropsychological or Forensic, or Counseling/Therapy)
2. Assessment for independent living
3. Administrative Hearings
4. Trainings that are required to obtain or keep employment.

c. Deaf Interpreter is a specialist who is Deaf and provides interpreting services utilizing ASL and other visual and tactile communication forms used by individuals who are Deaf, Hard of hearing, or DeafBlind. The use of a Deaf Interpreter enables a level of linguistic and cultural bridging that is often not possible when hearing ASL-English Interpreters work alone.

d. For exceptions to the criteria above, Contractor shall consult with ODHH to ensure the Customer receives the appropriate services.

E. Other Reasons Contractor Shall Reject a Request for Services:

i. The Contractor shall <u>not</u> accept any request that would compromise the Customer's communication access or violate the terms of this Contract.

ii. Circumstances include but are not limited to:

a. Potential conflict of interest; prior relationship with or knowledge of any individual(s) involved in the Appointment that might compromise the Interpreter's objectivity or result in significant discomfort for the Customer(s).

b. Interpreter is a family member of the Customer, Purchaser, or any individual who will be actively participating in the Appointment. c Interpreter is known to have a business relationship with the Customer, Purchaser or any individual who will be participating in the Appointment.

1. "Family Member" means any person who is a relative by blood, adoption, or marriage.

c. Interpreter is known to have a financial interest in the outcome of the Appointment.

d. When assigning a team, no two Interpreters who are romantically involved, married or otherwise.

e. If an Assignment is outside of the scope of the Interpreter's skills.

f. If it was reported that the Interpreter was not clear and/or cannot interpret effectively for the Assignment, or it has previously been communicated by any parties involved that they do not want the Interpreter for these Appointments.

F. Service Time at Appointments

i. Contractor shall arrive on time to scheduled Appointments. This includes allowing ample time for parking and commute to the Appointment location.

ii. If it appears that the Appointment will not be completed before the scheduled end time, Purchaser may ask Contractor to stay additional time to finish

the Appointment. Contractor shall inform Purchaser if they must leave or can stay additional time.

iii. If using the ODHH Request system, Contractor shall document additional time worked on the Service Verification form, including the reason for working beyond the reserved time.

6. Minimum Purchasing Requirements and Payment
   A. For IPI appointments, Contractor shall be entitled to a minimum of one hour of compensation at their quoted hourly rate regardless of whether the appointment lasts the entire hour.
   B. For VI appointments, Contractor shall be entitled to a minimum of one hour of compensation at their quoted hourly rate regardless of whether the assignment lasts the entire hour.
7. Billable Travel Reimbursement
   A. Contractor shall be compensated for travel when traveling for an appointment. Purchaser must approve travel compensation before services are rendered. Contractor's time traveled shall be compensated at Contractor's Hourly Service Rate applicable to the assignment requested, not including Supplemental Fees. Time traveled is considered reserved time and shall be quoted by Contractor in 15-minute increments and agreed to by Purchaser prior to appointment acceptance.

      All other travel expenses, including but not limited to, parking, tolls, meals, lodging, mileage, etc., shall be reimbursed in accordance with the State Administrative and Accounting Manual (SAAM).

8. Supplemental Fees
   A. Supplemental fees are available for certain appointment types and apply only if Contractor possesses certain approved credentials.
   B. Supplemental fees are added to the hourly rate.
   C. Supplemental fees are not billable if the Appointment was Cancelled even if the reserved time is billable.
   D. More than one supplemental fee may be added for one Appointment.
   E. Appointment types where Supplemental Fees apply:
      i. Legal
      ii. Healthcare (medical, mental health, substance abuse)
      iii. Close vision and/or tactile
         a. Close Vision Interpreting refers to a method used with Deaf, hard of hearing, DeafBlind, Deaf Disabled, and Late Deafened individuals who have low vision and rely on their residual vision for communication. Interpreters are situated in close proximity in front of the Customer.
         b. "ProTactile Sign Language," "ProTactile," or "PTASL" is the tactile language of the DeafBlind community in the United States. PTSL requires the use of touch on the body (hands, back, legs) to convey information, hand shapes, and movement.
         c. "Tactile signing" refers to the mode of signing (using some form of signed language or code), using touch. It does not indicate whether the

signer is using a tactile form of a natural language (e.g. American Sign Language), a modified form of such a visual Sign Language, a modified form of a manually coded language, or something else.

iv. Foreign sign language

F. Approved credentials:

i. Legal

a. SC:L Specialist Certification: Legal
b. Board for Evaluation of Interpreters (BEI) Court Interpreter Certification
c. or has met the training established by ODHH.

ii. Healthcare

a. CCHI – Core Certificate of Healthcare Interpreting from the Certification Commission for Healthcare Interpreters
b. RIT CHI – Rochester Institute of Technology Certificate in Healthcare Interpreting
c. RIT MS:HCI – Master of Science: Degree in Healthcare Interpretation
d. BEI Medical Certification

iii. Mental Health

a. QMHI – Qualified Mental Health Interpreter Certification from Alabama Department of Mental Health's Office of Deaf Services

iv. Close Vision and/or Tactile

a. Close Vision and Tactile
b. PTSL - ProTactile Sign Language

v. Foreign Sign Language credentials

1. BEI Trilingual Advanced or Masters
2. RIT Certificate in International Sign Interpreting

9. Disallowed Payments

A. Purchaser will not pay for services rendered or additional expenses under the following circumstances:

i. The Contractor is an Employee of the Purchaser;
ii. The Contractor is a Family Member of the Customer;
iii. Any time Contractor is more than fifteen (15) minutes late, fifteen (15) minutes of billable time will be deducted from the total price for services (calculated as 0.25 multiplied by the applicable hourly rate).
iv. Any travel time requested after the Appointment, with the exception of unique circumstances in which the location of Contractor changes due to appointment adjustments made by Purchaser that alter the starting or ending location of an assignment, which alters travel time.
v. Supplemental fees if Assignment was cancelled.
vi. Supplemental fees for travel time.

10. Cancellation

A. Contractor Cancellations

i. If Contractor cannot keep an assignment due to unforeseen circumstances, Contractor must communicate directly with the Purchaser as soon as possible.
ii. Contractor understands that canceling a request interferes with the Purchasers' ability to comply with the Americans with Disabilities Act (ADA).

iii. If Contractor cancels (5) Assignments during a three consecutive month period, Enterprise Services reserves the right to terminate the Contract pursuant to Section 16.1 of this Contract.

B. Purchaser Cancelations
   i. Purchaser will communicate cancellations with Contractor as soon as possible.
   ii. Standard Requests
      a. A request that is cancelled by Purchaser with fewer than 2 business days' notice prior to the Appointment, is billable for all reserved time.
      b. A request that is cancelled with at least two (2) business days' notice of the scheduled Appointment time is not billable.
   iii. Evening, Weekend, or Holiday Requests
      a. A request that is cancelled by Purchaser with less than 48 hours' notice prior to the Appointment, is billable for all reserved time.
      b. A request that is cancelled with at least 48 hours' notice of the scheduled Appointment time is not billable.

C. Cancellation Process
   i. If using the ODHH Online system Contractor shall document cancellations into the system within one (1) business day.
   ii. Cancellation notice must include the following information:
      a. Name of person cancelling the Interpreter Request
      b. Date and time of the communication
      c. Reason request was cancelled, if known.

11. No Show
   A. If Contractor fails to show up to an appointment, the appointment is not billable.
   B. If Contractor is more than fifteen (15) minutes late but does eventually arrive, Purchaser will have the option of either deducting the amount of delay from the billable time or considering the appointment a "No Show" that is not billable.
   C. Contractor understands that showing up late or not showing up to an appointment interferes with the Purchasers' ability to comply with the (ADA).
   D. If Contractor fails to show up for five (5) Assignments during a three consecutive month period, Enterprise Services reserves the right to terminate the Contract pursuant to Section 16.1 of this Contract.
12. Ethical Business Practice:
   A. Contractor understands that if they are reported in violation of Registry of Interpreters for the Deaf's (RID) Code of Professional Conduct, the Contractor must:
      i. If it is directly to the Contractor, refer the person reporting to RID
      ii. Within 2 business days, notify ODHH of the violation (or alleged violation) including the date it occurred and the date the Contractor became aware of the violation.
      iii. As soon as the investigation and report are complete, Contractor will share the results with ODHH.
      iv. If the Contractor is found in violation of RID's Code of Professional Conduct, their Contract may be terminated.
13. Apple Health (Medicaid) Appointments
   A. Contractor shall process requests in accordance with all ProviderOne and Health Care Authority (HCA) Interpreter Services Program (ISP) guides, including but not limited to the following:
      i. Contractor Guide for HCA Interpreter Services Program

ii. HCA Provider Enrollment, including "Enroll as a provider" and "Revalidation" requirements
iii. HCA ProviderOne Billing and Resource Guide

B. Contractor shall enroll in ProviderOne and complete all required enrollment, security, and account setup actions within thirty (30) days of executing the Contract.
C. Contractor shall obtain a National Provider Identifier (NPI) for the ProviderOne system. HCA's Provider Enrollment team will assign an Atypical NPI to Contractor if Contractor does not already have one.
D. Contractor shall establish individual ProviderOne user accounts for each staff member who will use the ProviderOne system.
E. Contractors are responsible for any expense incurred while performing work under this contract if the Contractor does not follow the terms of the contract.
F. Program Eligibility Requirements
    i. Contractor must be enrolled as an active HCA provider in the ProviderOne system
    ii. The client is an eligible Apple Health/Medicaid client.
    iii. Services are covered under the client's benefit package.
    iv. The health care provider is an enrolled HCA Medicaid provider.
    v. HCA will not pay for interpreter services for:
        a. Inpatient hospital services
        b. Nursing facility services
        c. Administrative services
        d. Answering or responding to general phone inquiries or reminder calls
        e. Family member interpreters for patient
        f. Providers employees interpreting for patient
        g. Other miscellaneous office tasks
        h. Services in Community mental health centers
        i. Mental health clinics
        j. Mental health institution services
        k. Alcohol or other drug-related treatment centers and programs
G. HCA/ISP/Apple Health/Medicaid Interpreter Request Process
    i. Contractor shall use the ODHH online request system, Apple Health Request Form for receiving, booking, and cancelling requests, and verifying Interpreter services. Contractor will refer to ODHH's online system manual for guidance and questions.
    ii. Recurring Appointments should be requested together so that that Contractor can confirm the continuity of care. This is essential to effective communication.
    iii. For healthcare providers to make an Apple Health/Medicaid request, the Contractor shall direct healthcare providers to the following process:
        a. Set up a healthcare requestor Account with ODHH: https://fortress.wa.gov/dshs/odhhapps/Interpreters/Account/NewServiceRequestAccount.aspx
        b. Once the health care requestor Account is approved, submit an Apple Health Request form: https://fortress.wa.gov/dshs/odhhapps/Interpreters/Service/Request.aspx

c. If a health care requestor contacts the Contractor via email or phone call, the Contractor must redirect the health care requestor to steps 1) and/or 2) above
d. If health care requestor has already established a Requestor Account, Contractor may fill out the Apple Health Request Form on behalf of the Purchaser.

iv. Contractor shall review the request within two (2) business days.

v. If the request contains errors (ex. wrong form, missing or invalid ProviderOne client ID, date, or time), Contractor shall immediately void the request. The ODHH system will automatically open a void email. Contractor must choose which email to send:
a. Incorrect form
b. Incorrect date/time
c. Contractor to add comments

vi. If the request form is correct, Contractor shall enter a Prior Authorization (PA) request into the ProviderOne system within two (2) business days of receiving the request. If applicable, Contractor shall also request any other required pre-approvals as stipulated in the Contractor Guide for HCA Interpreter Services Program.

vii. PAs can be submitted in ProviderOne at any time including evenings and weekends. HCA staff process PAs during normal business hours.

viii. HCA will process each Sign Language PA within (2) business days.

ix. If Contractor submits a PA in ProviderOne with less than two (2) business days' notice, the Contractor shall contact INTERPRETERSVCS@hca.wa.gov to inform them of the Appointment request date and time.

x. If the PA is denied, Contractor shall void the request and select the system's letter template that indicates the Client is ineligible.

xi. If the PA is approved and if the Contractor can fill the request, Contractor must enter the HCA Reference Number with their name and travel time in the Booking page.

H. Booking Process

i. If Contractor accepts the Request, Contractor will book themself in ODHH's online system within two (2) business days.

ii. ODHH's online system will automatically generate an email to Purchaser, which includes Contractor's name and travel time

iii. The Booking Process requires:
a. Accepting the assignment
b. Documenting Expected Travel Time
c. Entering the Health Care Authority Reference Number

iv. Returning a Request as Unfilled
a. Contractor may give back a request for any reason at any time.
1. "Give Back" means Contractor accepted an appointment, and, within two (2) Business Days, or forty-eight (48) hours (for Evening, Weekend and Holiday Appointments) prior to the Contractor's confirmed appointment, Contractor cancels and returns the appointment to the ODHH system leaving Purchaser minimal time to find a suitable replacement.

b. Contractor shall give back the request in the ODHH online system using Unable to Fill tool in the ODHH system.
c. If the Contractor cannot cover the assignment for any reason, they enter "Unable to fill" and the assignment is reassigned.

v. Booking Considerations
a. Prior to accepting an assignment the Contractor must check if a different preferred Interpreter is designated on the Request form.
b. If a different Interpreter is listed, the Contractor will return the request as unfilled.

I. Claims and Payments
i. Contractor shall submit claims for reimbursement from HCA in the ProviderOne system.
ii. A claim must be submitted into the ProviderOne system for each individual client Appointment.
iii. All claims billed must be based on the individual consumer (Medicaid patient) served.
iv. Contractor shall submit a claim for an Appointment within 90 days from the date of service. HCA will not pay claims submitted after 365 days from the date of service.
v. Claims submitted must have an associated, completed, and signed ODHH request form in the ODHH online system.
vi. Claims submitted in ProviderOne must match the information entered in the approved Prior Authorization.
vii. The Contractor will retain, and provide to HCA upon request, documentation of all expenses submitted to HCA as a claim for payment.
viii. Claims requiring correction must be adjusted and/or resubmitted as documented in the ProviderOne Billing and Resource Guide, the Contractor Guide for HCA Interpreter Services Program, and any other guidance issued by HCA.
ix. Overpayments or inappropriate payments related to Medicaid must comply with and are subject to CFR 42 Part 455 and WAC 182-502a-0701.
x. The Contractor is responsible for repaying any overpaid, inappropriate, or fraudulent Medicaid funds.

14. Critical Requests
A. Critical requests involve a serious incident like abuse, neglect, exploitation, serious injury, death, or major rights violation involving vulnerable individuals (children, adults with disabilities, seniors) with a threat to safety and quality care. These incidents may trigger investigations to protect individuals and improve Purchaser practices, with examples including:
i. Abuse/Neglect: Physical, emotional, sexual abuse, neglect, abandonment, or financial exploitation.
ii. Serious Harm: Injuries requiring hospitalization, life-threatening medical emergencies, or unexpected.
iii. Rights Violations: Misuse of restraints or other serious infringements on client rights.

iv. Elopement/Wandering: A client leaving a facility or setting without authorization
v. Medication Errors: Errors, omissions, or missing medications
vi. Facility/Service Issues: Disasters, major disruptions, or events threatening client safety.

B. Critical requests can be either Emergency or Non-Emergency:
   i. "Emergency Appointment" means an Appointment that must schedule Interpreter service within seven (7) calendar days or less.
   ii. "Non-Emergency" means an Appointment that can schedule Interpreter service with more than seven (7) calendar days but as soon as possible.
C. Contractor understands that Critical requests usually require IPI ASL services.
D. Contractor understands that VI ASL services may only be considered as a last resort and shall only be used with the Purchaser's discretion.
E. Online Interpreter Request System
   i. Contractor agrees to use the ODHH online Request system for receiving, booking, and cancelling Requests.
   ii. Contractor shall refer to the DHHIS manual for guidance and questions.
   iii. Request Process:
      a. Emergency Critical Appointment Requests:
         1. Must be initiated through direct communication (phone or videophone) by the Purchaser.
         2. Contractor shall respond within four (4) hours.
         3. Contractor shall collect necessary information from Purchaser including (but not limited to):
            1. Whether the Appointment must occur within 24, 48, or 72 hours.
            2. Appointment location
            3. Type of appointment
         4. Contractor shall provide Purchaser Contractor's availability within the requested 24, 48, or 72 hours. If the Contractor cannot offer availability within the requested time period, Contractor shall inform Purchaser of Contractor's soonest availability within the next seven (7) days.
         5. Purchaser shall determine whether Contractor's availability is acceptable. If not, Contractor shall refer Purchaser to contact another Contractor.
         6. Appointments that are outside of 24, 48, or 72 hours but still must occur within seven (7) days may still be considered an Emergency.
      b. Non-Emergency Critical Appointment Requests:
         1. May be initiated through phone or videophone, or email or the online Request system by the Purchaser.
         2. Contractor shall respond by the end of the business day following the day the request was received.
         3. Contractor shall collect the necessary information from the Purchaser including (but not limited to)

1. The urgency of the Appointment.
2. Appointment location
3. Type of appointment

4. If the Appointment is an Emergency Critical Event, Contractor shall refer Purchaser to the Emergency Critical Appointment process.
5. If the Appointment is a Non-Emergency Critical Appointment, Contractor shall offer Contractor's availability within the Purchaser's requested time frame. Purchaser shall determine whether Contractor's availability is acceptable.
6. If the Contractor cannot offer any availability that works for Purchaser, Contractor shall inform Purchaser and refer Purchaser to contact another Contractor.

iv. Booking Process

a. If Contractor accepts the Request, Contractor shall book Contractor in ODHH's online system within two (2) business days.
b. ODHH's online system will automatically generate an email to Purchaser which includes the Contractor's name and travel time.
c. The Booking Process requires:
    1. Accepting the request
    2. Entering required Travel Time.
d. Once Contractor confirms the Assignment, the Contractor is expected to keep the Assignment.

Exhibit B

PRICES FOR GOODS/SERVICES

Southwest - IPI	
Standard Hourly Rate	$160/hr
Evening, Weekend, Holiday Hourly Rate	$165/hr
Apple Health (Medicaid) Hourly Rate	N/A
Emergency Critical Request Hourly Rate	$170/hr
Non-Emergency Critical Request Hourly Rate	$165/hr
Supplemental Fee: Deafblind appointment, Deafblind credentials	Additional $5/hr
Supplemental Fee: Deafblind appointment, Protactile Certification or equivalent experience	N/A
Supplemental Fee: Legal Appointments if the Interpreter has SC:L or has met the training established by ODHH.	Additional $10/hr
Supplemental Fee: Mental Health Appointments if the Interpreter has QMHI Certification from Alabama	N/A
Supplemental Fee: Health Appointments if the Interpreter has met the required training hours, or has received a Certificate in Healthcare Interpreting from Rochester Institution of Technology (RIT), or a Certification in Healthcare Interpreting from the Certification Commission for Healthcare Interpreters	Additional $5/hr
Supplemental Fee: All other	N/A
Supplemental Fee: Recording fee if the event/appointment is to be recorded	Additional $10/hr

Statewide - VI	
Standard Hourly Rate	$160/hr
Evening, Weekend, Holiday Hourly Rate	$165/hr
Apple Health (Medicaid) Hourly Rate	N/A
Emergency Critical Request Hourly Rate	$170/hr
Non-Emergency Critical Request Hourly Rate	$165/hr
Supplemental Fee: Deafblind appointment, Deafblind credentials	Additional $5/hr
Supplemental Fee: Deafblind appointment, Protactile Certification or equivalent experience	N/A
Supplemental Fee: Legal Appointments if the Interpreter has SC:L or has met the training established by ODHH.	Additional $10/hr

Supplemental Fee: Mental Health Appointments if the Interpreter has QMHI Certification from Alabama	N/A
Supplemental Fee: Health Appointments if the Interpreter has met the required training hours, or has received a Certificate in Healthcare Interpreting from Rochester Institution of Technology (RIT), or a Certification in Healthcare Interpreting from the Certification Commission for Healthcare Interpreters	Additional $5/hr
Supplemental Fee: All other	N/A
Supplemental Fee: Recording fee if the event/appointment is to be recorded	Additional $10/hr

EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE. (if Contractor is using a Contractor owned, leased, or operated vehicle to access Purchaser premises). Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than $1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

    c. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence or claim, $2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Contract. The policy shall have an extended reporting period of not less than five (5) years after completion.

    The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING**. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

   Email: DESLanguageAccess@des.wa.gov
   Note: The Email Subject line must state:
   Contract Insurance Certificate – Statewide Contract No. 02526 – Sign Language Interpreter Services – Independent Contractors

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

Contract 02526 Sign Language Interpreter Services-Independent Contractors_Luanne Conner

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