



MASTER CONTRACT

No. 02819

SPOKEN LANGUAGE INTERPRETER SERVICES: OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTIONS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

CORPORATE TRANSLATION SERVICES, INC. DBA LANGUAGE LINK

Dated March 2, 2020

MASTER CONTRACT

No. 02819

SPOKEN LANGUAGE INTERPRETER SERVICES, OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTIONS

This Master Contract ("Master 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 Corporate Translation Services, Inc. dba Language Link, a Washington State Company ("Contractor") and is dated and effective as of March 2, 2020.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. Pursuant to Legislative direction codified RCW 39.26.300, Enterprise Services, is directed to contract with a Contractor who provides Interpreters Services through both Over the Phone Interpreter (OPI) services and Video Remote Interpreter (VRI) services.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 02819 dated December 20, 2019 regarding Spoken Language Interpreter Services, Over the Phone and Video Remote Solution.
 - i. Contractor provides both on-demand and prescheduled OPI and VRI services.
 - ii. Contractor provides services across multiple languages as required by the Purchaser and as outlined in Exhibit A-3 Most Frequently Requested Languages.
 - iii. Contractor provides Interpreters Services that are in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.
- E. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Master Contract is to enable eligible purchasers to purchase the 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 Master Contract is thirty-six (36) months, commencing March 2nd, 2020 and ending March 4th, 2023. At least one (1) month prior to the end of the initial term of this contract, Contractor may request one additional extension of thirty-six (36) months. Contract extension shall

be granted if Contractor has successfully performed the criteria outlined in this Master Contract and its Exhibits.

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

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

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education 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. MCUA PARTIES. Any of the following types of entities that have executed a Master 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., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to provide only those services set forth in Exhibit A-1 Performance Requirements, A-2 Business Service Level Agreement, and A-3 Most Requested Languages – for the prices set forth in Exhibit B-1 – Prices. Exhibit B2 Contractor Policies, Processes, And Procedures for Providing Services sets forth the processes, procedures, and guidelines that Contractor agrees to employ to provide the services described in this Master Contract. Exhibit B-3 Contractor Availability of Languages outlines the languages and hours that Contractor is able to service weekly, at minimum. Contractor shall provide on-demand and pre-scheduled over the phone interpreter (OPI) and video remote interpreter (VRI) services. Services are for Purchasers and their Limited English Proficiency (LEP) clients (clients) who need interpreters services because they are uncomfortable speaking English or their English is not clearly understood. OPI and VRI services will facilitate communication between clients and Purchasers through a remote spoken language interpreter when an on-site interpreter is not available or is cost prohibitive. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to provide any services beyond those set forth in this Master Contract and its Exhibits.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify services included in this Master

Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

- 3.3. **ECONOMIC ADJUSTMENT.** Beginning thirty-six (36) months after the effective date of this Master Contract, the prices set forth in Exhibit B-1 shall be adjusted upon Contractor request, 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. 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 each year. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. 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:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

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- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in Exhibit B-1 – Prices (subject to economic adjustment as set forth herein).
- 3.5. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master 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 it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are 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.
- 4.3. **PERFORMANCE & DELIVERY OF SERVICES.** Contractor represents and warrants that in performing this Contract, Contractor shall:
- (a) Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
 - (b) Meet or exceed the performance and operational standards, requirements, and specifications set forth in this Contract; the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor.
 - (c) Provide all contractual requirements or deliverables in good quality with no material defects;

- (d) Obtain and maintain in good status all necessary licenses, permits, or other authorizations necessary for the performance of the Contract;
- (e) Cooperate with Purchaser to achieve the objectives of the Contract;
- (f) Return to Purchaser any Purchaser-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract;
- (g) Not make any media releases without prior written authorization from Purchaser;
- (h) Not interfere with the State and Purchaser's operations; and
- (i) Comply with all applicable State or Purchaser data and information technology security policies and standards, which will be made available upon request.

Notwithstanding any provision to the contrary, any breach under this paragraph is considered a material breach.

- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not 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 chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, 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 its 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 not be 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 Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, 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.
- 4.7. PROMPT PAYMENT DISCOUNT (PPD). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor will provide a 1% off of all purchases if payment is provided between ten (10) and twenty-nine (29) days of purchaser's receipt of the invoice.

- 4.8. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it 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 Purchasers' employees.
 - 4.9. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
 - 4.10. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
 - 4.11. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it 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.
 - 4.12. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 5. USING THE MASTER CONTRACT – PURCHASES.**
- 5.1. **ORDERING REQUIREMENTS.** Eligible Purchasers shall order services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of 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 order documents must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master 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 other agreement modify the terms and conditions of this Master Contract.
 - 5.2. **SYSTEM FUNCTIONALITY REQUIREMENTS.** Contractor shall meet the following system functionality requirements:
 - 5.2.1. Contractor shall ensure the Services provided through this Contract stay consistent with the latest technology and advancements in the industry throughout the life of the contract. Additional hardware shall not be required to access the Services through this contract, unless requested by the Purchaser.

- 5.2.2. Should there be any updates (new systems or updates to current systems) to the Contractor's internal or external systems, Contractor shall ensure that the systems retains the settings pertaining to this contract through implementation, transition and steady state. Contractor shall ensure that Services are not interrupted during system updates. Prior to system updates, Contractor shall conduct outreach to the Purchasers to provide timeline, customer service support, and confirm to each Purchaser that Contractor has retained all the original settings.
- 5.2.3. Contractor is in the business of providing the Services and it has the expertise to perform the Services in a competent and professional manner, and in accordance with the highest professional standards.
- 5.3. SECURITY: Contractor has an information security program to maintain physical, technical, administrative, and organizational safeguards that comply with: (a) applicable industry standards and guidelines; and (b) Washington State Office of Chief Information Officer (OCIO) Policy 141.10 – Securing Information Technology Assets Standards located at <https://ocio.wa.gov/policy/securing-information-technology-assets-standards>.
- 5.3.1. Contractor will use its best efforts to ensure that computer viruses, malware, or similar items (collectively, a "Virus") are not exposed or introduced into Purchasers' computing and network environment (collectively, "System"), and should the situation arise, where it transfers a Virus to Purchasers Systems, Contractor shall reimburse Purchasers for the actual costs incurred by Purchasers to remove or recover from the Virus.
- 5.3.2. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. The process must include notification to affected Purchaser and Enterprise Services Contract Manager.
- 5.3.3. Contractor shall maintain compliance at minimum for Category 1 and Category 2 data during the life of the Contract. Contractor shall comply with Purchasers' request for Contractor to complete a security assessment to ensure compliance with the handling of Category 3 and Category 4 data. Definitions of the data categories are referenced in Policy 141.10 – Securing Information Technology Assets Standards section 4 "Data Security."
- 5.4. QUALITY ASSURANCE PLAN. Contractor shall proactively employ a Quality Assurance Plan (QAP) that employs a method for monitoring, tracking and assessing the quality of Services provided under the Contract. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as Purchaser initiated concerns and/or complaints.
- 5.5. PURCHASER SPECIFIC REQUIREMENTS. Contractor shall work with Purchaser to adopt Purchaser specific requirements within scope of this contract. Contractor must be able to configure individual Purchaser account settings, including but not limited to account payment terms, data security, and invoicing frequency.
- 5.6. SAFEGUARDING CONFIDENTIAL DATA. Contractor represents and warrants that it shall use commercially reasonable efforts to safeguard data exchanged while servicing this Master Contract.

5.6.1. Confidential Data ("Data")/ Information shall include: (a) Purchaser's data collected, used, processed, stored, or generate as the result of the use of the Services; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including without limitation, any information that identifies an individual, such as an individual's social security number or other government issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein; and (c) protected health information (PHI) created, received, maintained or transmitted regarding the Client, including the past, present, or future physical or mental health or conditions of client, or the past, present, or future payment for provision of health care to Client, demographic information that identifies the client or about which there is reasonable basis to believe can be used to identify the individual, information transmitted or held in any form or medium and includes Electronic Protected Health Information. Contractor shall not use or disclose any data concerning the Purchaser, the Client or Enterprise Service, or information which may be classified as confidential, for any purpose not directly related to administer this Master Contract, except with prior written consent of Enterprise Services, or as may be required by law.

5.6.2. Documents and Paper Management. Safeguard or shred any paper or documents containing confidential data/information.

5.6.3. The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential data/information gained by reason of this Master Contract for any purpose that is not directly connected with Contractor's performance of the Services contemplated hereunder, except:

- as provided by law; or,
- in the case of Personally Identifiable Information and Protected Health Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personally Identifiable Information or Protected Health Information.

The Contractor shall protect and maintain all Confidential Information gained by reason of this Master Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures to limiting or restricting access by, including but not limited to, the following means:

1. Allowing only the staff who have an authorized business requirement to view the Confidential Information.
2. Securing any computers, documents, or other physical media containing Confidential Information.
3. Ensuring the security of Confidential Information transmitted via fax (facsimile) by:
 - Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - Verifying post transmittal that the fax was received by the intended recipient.
4. When transporting records containing Confidential Information, outside a Secured Area, follow at least one or more of the following security procedures:
 - Encrypt all Confidential Information
 - Additional requirements by the Purchaser

5. Confidential Information shall be returned to Purchaser and/or destroy the information employing secure methods. Contractor shall certify in writing that secure measures were employed when destroying contract documents, electronic files and other materials related to this Master Contract. Purchaser may require additional confirmation or alternate methods for destructing materials.
 6. The compromise or potential compromise of Confidential Information must be reported to Purchaser Contact(s) designated on the Master Contract immediately upon discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements are required by the Purchaser, or by law.
 7. The Contractor shall not record calls. Should a call get inadvertently recorded, the recording shall be destroyed immediately and the Contractor shall notify the Purchaser of the accidental recording and its destruction. Should the Contractor conduct system updates, the Contractor shall ensure that calls are not recorded.
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- 5.7. INTERPRETER MANAGEMENT. Contractor must possess a current signed and dated Confidentiality Statement from each interpreter, either employed or contracted, prior to the interpreter providing Service under this Master Contract.
 - 5.8. HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). Contractor must ensure that Contractor, interpreters and any individual who have access to client information is in compliance with the Health Information Portability and Accountability Act (HIPAA). Contractor must ensure compliance with the HIPPA Privacy Rule (45 CFR § 160, 164) and the HIPAA Security Rule (45 CFR § 160, 164).
 - 5.9. HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH ACT). Contractor must ensure HITECH compliance where electronic health records technology is used or employed.
 - 5.10. DATA ENCRYPTION. Contractor shall ensure security by installing firewalls and anti-virus software on computers, ensure operative systems are updated, encrypt information and email exchanges, safeguard any information stored in computers before disposing. All data transfer must be encrypted using 256 bit (or higher) TLS 1.2 (or higher) for HTTP traffic and SSH version 2 for any batch or real-time non-http transfers. SSL certificates must be SHA 2 and signed by a trusted third party; no self-signed certificates. Data shall be encrypted when at rest in vendor storage. Decryption of data at rest must be under control of the application and not a storage platform. All data must be stored and transmitted in the contiguous United States of America only. No offshore data transmission (e.g. for support services) or storage (e.g. hosted site or backup, disaster recovery).
 - 5.11. ACCESSIBILITY. Contractor Services must comply with the state of Washington accessibility policy and standard as applicable such as for system generated reports. Standards located at <http://ocio.wa.gov/policy/accessibility>; <http://ocio.wa.gov/policy/minimum-accessibility-standard>.
 - 5.12. APPLICATION. Contractor VRI services, as required in this Master Contract, complies with the business terms included in this Master Contract as well as the security, privacy and other applicable laws. Requirements include but are not limited to:

- 5.12.1. Contractor must conduct regular vulnerability assessments of their application including the application code and infrastructure used by the application.
- 5.12.2. Application must have the ability to assign user unique credentials to authorized users.
- 5.12.3. Application must allow for future enhancements to be deployed and configured into the system without system downtime. Must allow for future expansion and scalability.

6. INVOICING & PAYMENT.

6.1. INVOICING CRITERIA.

- 6.1.1. Contractor must only invoice for the time that Interpreter Service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the Purchaser and the client.
- 6.1.2. Invoices will be prepared at the end of every calendar month and delivered to the Purchaser no later than the 15th day of the calendar month immediately following the month under invoice.
- 6.1.3. Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.
- 6.1.4. The minimum billable charge shall be equal to a one minute charge at the rate of the language for which Interpreter Service is provided.

6.2. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 02819
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Purchaser Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of services
- (e) Invoice amount;
- (f) Payment terms, including any available prompt payment discounts
- (g) Date of invoice
- (h) Purchaser identification number such as client or claim number
- (i) Purchaser account number and Department name/program
- (j) Interpreter identification number or code as assigned by the Contractor
- (k) Billing period
- (l) Interpreter Connection Time
- (m) Date and time of each Interpreter Service occurrence provided
- (n) Interpreted language associated with the call
- (o) Duration of the Interpreter Service provided, measured in tenth of a minute increments

- (p) Master Contract rate per minute
- (q) Billable amount associated with each call
- (r) Total dollar amount due

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

Purchaser may request Contractor to provide the following information on invoices or an invoice report:

- (a) Total number of calls interpreted
- (b) Total number of billable interpretation minutes
- (c) Total number of "no interpreter available" calls
- (d) Percentage of calls connected in 30 seconds or less
- (e) Total number of calls resulting in interpreter connection times of greater than 60 seconds
- (f) Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online
- (g) Total dollar amount of credits for qualifying calls that do not meet the criteria established in Exhibit A-2 Business Service Level Agreement, #3.

- 6.3. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. 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 will not be considered late if a check or warrant is mailed within the time specified.
- 6.4. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) 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.
- 6.5. NO ADVANCE PAYMENT. No advance payments shall be made for Services furnished by Contractor pursuant to this Master Contract.
- 6.6. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges.
- 6.7. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract.

7. CONTRACT MANAGEMENT

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

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

Enterprise Services

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

Contractor

Attn: Sarah Gamble
701 NE 136th Ave.
Suite 200
Vancouver, WA 98684
Tel: 360-433.0441
Email: sarah.gamble@language.link

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.

- 7.2. **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 Master Contract.
- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, 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: Sarah Gamble
701 NE 136th Ave.
Suite 200
Tel: 360 433.0441
Email: sarah.gamble@language.link

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

7.4. EMERGENCY MANAGEMENT PLAN. Contractor has plan in place to ensure compliance with this Master Contract as well as with requirements of the Washington State Office of Chief Information Officer Disaster Recovery and Business Resumption Planning Guidelines [<https://ocio.wa.gov/sites/default/files/public/502g.pdf>].

7.4.1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events.

7.4.2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all Purchasers prior to, during, and after a crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.

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

8.1. Master Contract Sales Reporting. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

(a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will 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 Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

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

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

- 8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .015.

- (c) 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.
- (d) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (e) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other 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.
- (f) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

8.3. CONTRACTOR REPORTING.

- (a) Contractor must be capable of collecting detailed call traffic information required to produce the reports and invoice details required.
- (b) Contractor shall track and provide, as requested by Purchaser, language fill rates for both modalities. Contractor must capture data on language requests that were not filled.
- (c) Contractor shall track and provide, as requested by Purchaser and Enterprise Services, the Key Performance Indicators (KPIs) outlined in Exhibit A-2 Business Service Level Agreement.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master 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.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. 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 Master Contract or orders placed by a Purchaser under it 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 Master Contract or final payment for any order placed by a Purchaser against this Master 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.
- 9.3. 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 Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, 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 services and no additional payment shall be made.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **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 Master 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 its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents 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") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. 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.

12. **DISPUTE RESOLUTION.** Except as set forth in the Exhibit A-2 Business Service Level Agreement, The parties shall cooperate to resolve any dispute pertaining to this Master 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 manager 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.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master 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) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 13.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master 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 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 Master 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.
- 13.4. **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.
- 13.5. **GOVERNMENTAL TERMINATION.**
- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- (b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master 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) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for 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.
- 13.6. 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 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 Master 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.

14. GENERAL PROVISIONS.

- 14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.3. INTEGRATED AGREEMENT. This Master 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.
- 14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 14.5. AUTHORITY. Each party to this Master 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 Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. 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 Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership

or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

- 14.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master 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 Master Contract.
- 14.13. 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 Master Contract, nor shall any purported oral modification or rescission of this Master 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.
- 14.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master 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.

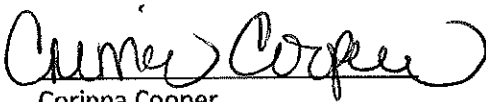
- 14.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master 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 Master Contract. Each party hereto and its counsel has reviewed and revised this Master 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 Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master 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 Master Contract nor the meaning of any provisions hereof.

14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

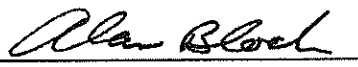
14.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Corinna Cooper
Its: Enterprise Procurement Manager

CORPORATE TRANSLATION SERVICES, INC., DBA
LANGUAGE LINK,
a Washington Corporation

By: 
Alan Bloch
Its: Controller

**INCLUDED SERVICES FOR
SPOKEN LANGUAGE INTERPRETER SERVICES, OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTION
EXHIBIT A-1 – PERFORMANCE REQUIREMENTS**

1. GENERAL SPECIFICATIONS

- 1.1 COVERED SERVICES. Contractor shall provide on-demand and pre-scheduled over the phone interpreter (OPI) and video remote interpreter (VRI) services (Services) for spoken languages. Purchasers will request the Services on an as-needed basis on-demand and scheduled. Contractor shall facilitate language identification prior to connecting Purchaser with interpreter. When Purchaser requests interpreter with topic specific expertise, Contractor must provide as available for the cost of the interpreter per the respective tier and the topic specific markup as identified in Exhibit B-1 of the Master Contract. Once interpretation begins, the OPI or VRI call cannot be placed on hold or put into a queue.
- 1.2 EQUIPMENT. The Services rendered through this Master Contract shall not require specialized equipment or hardware.
- 1.3 INTERPRETER REQUIREMENTS.
- 1.3.1 INTERPRETER QUALIFICATIONS. Contractor must ensure that the interpreter is a professional and has the appropriate credentials and qualifications to complete the Services as required by this Master Contract. The State of Washington requires Contractor to provide interpreters who meet the minimum certifications and qualification deemed to meet the Purchaser needs (RCW 39.26.300(6)). The Purchaser minimum is that Contractor shall provide and maintain interpreters who are skilled to industry standards, expectations, and trends. Acceptable standards and expectations include the guidelines outlined by the American Translation Association (ATA) for interpreters, the Certification Commission for Healthcare Interpreters or the National Board for Certification of Medical Interpreters. Interpreters trained through accredited higher education institution (university or college) programs, which are widely accepted by industry experts, the interpreter community, and by Washington State Purchasers as also acceptable. When interpreters with such certifications or qualifications are not available, Contractor shall provide interpreters vetted through Contractor's in house program as approved by this Master Contract.
- 1.3.2 INTERPRETER LOCATION. The Contractor shall ensure the interpreter performs Services from a business location or a home-based office that meets the security, confidentiality, and other applicable requirements of this Master Contract.
- 1.3.2.1 INTERPRETER HOME BASED OFFICE. Contractor must ensure the interpreter's home office is professionally qualified and is appropriately designed to meet the requirements specified in this Master Contract, such as confidentiality and security compliance.
- 1.3.2.2 BACKGROUND NOISE AND DISTRACTIONS. Contractor shall ensure the business location or the home based office where the interpreters are providing the Service has little to no noise or other background distractions while providing OPI or VRI services.

- 1.3.3 INTERPRETER CONDUCT REQUIREMENTS. Contractor must ensure interpreters comply to, at minimum:
- 1.3.3.1 AN INTERPRETER CODE OF ETHICS. The DSHS Interpreter Code of Ethics or the ATA Interpreter Code of Ethics are acceptable.
- 1.3.3.2 INTERPRET IN THE FIRST PERSON. Interpreter must interpret as if they are the client or the Purchaser.
- 1.3.3.3 PROFESSIONAL EXPECTATIONS. The interpreter shall be the utmost courteous and professional when interpreting or conversing with the Purchasers and/or the clients. In addition to the certification or qualifications requirements, interpreter must also have attained the following skills through verifiable credentials or experience:
- 1) The Interpreter must introduce themselves to the Purchaser and the client using their first name and ID number.
 - 2) The interpreters shall respect cultural, political, socio-economic and any differences between the interpreters, Purchasers and clients.
 - 3) The interpreters shall not have any additional or side conversations with the clients, unless directed otherwise by the Purchasers.
 - 4) The interpreters shall refrain from entering into any disagreement with the Purchasers and/or the clients while providing Interpreter Services.
 - 5) The interpreters shall remain neutral, and shall not interpret conversations in a manner that will direct a certain result or convey interpreter advice, position or opinion, unless prompted by the Purchaser with additional instructions.
 - 6) In addition to the certification or qualifications requirements, interpreter must also have attained the following skills through verifiable credentials or experience:
 - Customer service and professionalism,
 - Cultural sensitivity and awareness,
 - Safeguarding client information as required through federal and state law, as well as Purchaser policies when identified and requested:
 - Protected Health Information (PHI)
 - Personally Identifiable Information (PII)
 - Health Insurance Portability and Accountability Act (HIPAA), and
 - Where applicable or requested by Purchaser, topic specific expertise: Standard medical, specialized medical, court or legal, social service, corrections, and workers' compensation.
- 1.3.3.4 INTERPRET ACCURATELY. The interpreters shall accurately interpret the Purchaser and client statements. The interpreter must relay the message in its entirety with the meaning preserved throughout the conversation. Interpreters shall not paraphrase, edit, or omit information which may erroneously change the meaning of the clients' or Purchasers' statements.
- 1.3.4 CALL SCRIPTS. Contractor shall ensure that the interpreters follow Purchasers' call scripts, if requested.
- 1.3.5 TRAINING THE PURCHASER. Contractor shall provide Purchaser training support. Resources shall be available to Purchaser in multiple formats including but not limited to in person or webinar trainings, short video clips, and written instructions at no cost to the Purchaser.

Requested instructional materials must be mailed to the Purchaser within five (5) business days of receiving the request. Materials shall include language identification materials, such as "I Speak" cards, language posters, and procedural information for accessing the services.

1.3.5.1 ACCESS SERVICES. Contractor shall provide Purchaser with training resources for how to access Contractor's OPI and VRI services. The OPI service phone line and VRI services application must be intuitive and user-friendly. If necessary, adequate training on application functionality, training manuals, and installation must be available to Purchasers to help them to quickly and efficiently operate access the Services.

1.3.5.2 LANGUAGE IDENTIFICATION. Contractor shall provide support and training to Purchasers to properly identify Client's language when the language is not known to Purchaser. Purchaser shall rely on language identification cards or training provided by the Contractor to connect with an interpreter.

1.4 SERVICE CAPACITY. Contractor must be able to accommodate and adapt to increasing demand for both OPI and VRI services and continue to be in compliance with this Master Contract. Contractor must have the capabilities to accommodate and adapt to surges in call volume during peak times and surge times, as well as the ability to adapt to overall call volume increases over the life of the Master Contract.

1.5 OUTBOUND CALLS. The interpreters must have the ability to place outbound calls if the call is dropped. The interpreter must also have the ability to place calls to third parties during the interpretation session. Contractor shall not include additional costs for any outbound calls and for placing calls to third parties.

1.6 CUSTOMER SERVICE. Contractor shall provide Customer Service support 24-hours a day, 7-days a week, 365 days a year (24/7/365) through a free hotline or a single point of contact, and a designated email. Purchaser shall use this line to report all issues, and Contractor must address them.

2. OVER THE PHONE INTERPRETER SERVICES

This section outlines specifications related to OPI Services. Contractor shall provide Services through a single toll-free number accessible through typical telephone connections, such as cell phones and landlines. Contractor shall seek clarification as necessary from Purchaser.

2.1 ON-DEMAND: Contractor shall provide on-demand OPI services to Purchasers serving Limited English Proficiency individuals (clients) 24/7/365 without disruption for spoken languages. Contractor will receive OPI service requests from Purchasers through the Contractor-provided toll-free number. Contractor shall connect the Purchaser to an automated attendant or a customer service representative to route the call to language requested.

2.2 PRE-SCHEDULED. Contractor shall provide pre-scheduled OPI services. Purchasers shall place their pre-scheduled Interpreter Services through the Contractor provided Customer Service number. Contractor shall schedule pre-scheduled appointment requests within 48 hours of request. Contractor will provide written confirmation (email) to Purchaser of date, time, language, and number to dial for the pre-scheduled services. The number shall connect the Purchaser directly

to the interpreter for the pre-scheduled service at the time of appointment. If appointment is requested with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule that appointment.

3. VIDEO REMOTE INTERPRETER SERVICES

This section outlines specifications related to VRI Services. Contractor shall seek clarification as necessary from Purchaser.

- 3.1 ON-DEMAND. Contractor shall make commercially reasonable effort to provide on-demand VRI services to Purchasers serving Limited English Proficiency individuals (clients) 24/7/365 without disruption for spoken languages. Contractor will receive VRI service requests from Purchasers through the Contractor VRI application.
- 3.2 PRE-SCHEDULED. Contractor shall provide pre-scheduled VRI services. Contractor shall schedule pre-scheduled VRI appointment requests within 48 hours of request. Purchasers shall place their pre-scheduled Interpreter Service requests through the Contractor provided Customer Service number or the VRI application or a designated email address. Contractor will provide written confirmation (email) to Purchaser of date, time, language, and application link or invite for the pre-scheduled services. The application link or invite shall connect the Purchaser directly to the interpreter for the pre-scheduled service at the time of appointment. If appointment request is with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule the appointment.
- 3.3 VRI APPLICATION. Contractor shall provide the VRI services through a VRI application at no additional cost to Purchaser through a web portal on a computer, smart phone, or tablet. Contractor shall ensure the VRI application is browser neutral and compatible with the most common internet browsers and operating systems. Contractor must also ensure capability with older versions, preferably three (3) historical versions of the common internet browsers and operating systems.
- 3.4 VISUAL IMAGE AND DISPLAY QUALITY. Contractor must ensure VRI application produces high quality visual images and display. The VRI application must produce sharply delineated images that are large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position.
- 3.5 CALL RECORDINGS. Call recordings are permitted for the purpose of quality assurance and training only. The Contractor may use the recorded calls for business purposes related to this Master Contract only. Upon request, Contractor shall provide to Purchaser non-recorded lines and ensure that they are non-recorded throughout the life of the Master Contract. The Contractor shall regularly ensure that non-recorded lines are compliant to the non-recorded requirements of this Master Contract. Should a call get inadvertently recorded on a non-recorded call line, the recording shall be destroyed immediately and the Contractor shall notify the Purchaser of the accidental recording and its destruction. Should the Contractor conduct system updates, the Contractor shall ensure that non-recorded lines are available and active for Purchaser use.

3.6 VRI APPLICATION TECHNICAL REQUIREMENTS.

3.6.1 VRI SERVICE REQUIREMENTS. VRI solution:

- 1) VRI Solution must be HIPAA compliant.
- 2) Must allow the ability to NOT record or store audio/video transmissions or personally identifiable information (PII) upon request.
- 3) Must operate easily and interface effectively within State's information technology system and in conjunction with State equipment and Internet services.
- 4) Must be usable from the Agency's existing available desktop, laptop, or tablet computer equipment and Internet service.
- 5) Must be operable with web-based systems without downloading or installing stand-alone software or proprietary hardware onto individual computers.
- 6) Must be able to consistently deliver high-quality video and audio with minimization of latency and jitter.
- 7) Must provide confidentiality, privacy, and security for all Video Remote Interpreting conversations.
- 8) Must provide secure connections for Video Remote Interpreting Services with end to end encryption.
- 9) Must be designed to incorporate accessible user interface(s) for persons with disabilities, such that the Video Remote Interpreting Service applications, content, and any related user documents comply with applicable laws and regulations.
- 10) Must be easily usable without requiring special technical expertise.
- 11) Bidder must provide any training or special knowledge to Agency employees required to operate the service at no additional cost to the Agency.
- 12) All connections must be in compliance with HIPAA requirements.
- 13) Firewall must not impede or impair optimal video transmission yet security requirements, such as those of HIPAA, should not be compromised.
- 14) VRI provider chosen must ensure their video interpreters meet the same minimum technical standards from their end.

SPOKEN LANGUAGE INTERPRETER SERVICES, OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTION
EXHIBIT A-2 BUSINESS SERVICE LEVEL AGREEMENT

This Master Contract contains Key Performance Indicators (KPI). This exhibit outlines the KPI and associated metric, should Contractor fail to meet the identified KPI metric, Contractor shall enter into a Performance Improvement Plan (PIP). To initiate a PIP, Contractor must summarize the issue in a letter and send this letter to Enterprise Services and escalate within the Contractor's organization. Enterprise Services shall place Contractor on a PIP plan, which outlines the corrective action the Contractor must take. Should the PIP fail, then Contractor shall progress to cure, suspension and termination procedures as outlined in Section 13 Suspension & Termination; Remedies, of this Master Contract.

#	KPI REQUIREMENT	METRIC
1	OPI LANGUAGE DEMAND AND AVAILABILITY. Contractor shall ensure interpreter availability to meet Purchaser demand.	The Contractor must service the Tier 1 and Tier 2 languages listed in Exhibit A-3, Most Frequently Requested Languages, of this Competitive Solicitation at a ratio of 95% quarterly, and at a ratio of 90% for all requested languages. Contractor must consistently meet the language demand over two (2) consecutive quarters. To ensure Contractor meets the demand, Contractor shall conduct, at a minimum, quarterly analysis of interpreter demand for this Master Contract and actively work to fill any languages gaps that may exist.
2	OPI CALL VOLUME. The Contractor shall actively monitor call volumes for peak times and surge times and ensure interpreters are available to meet the volume demand.	Contractor shall monitor and ensure they meet the call volume demand at a ratio of 95% over two (2) quarters.
3	OPI CALL CONNECTIONS. Contractor must meet answer the Purchaser on-demand incoming calls and begin interpreting quickly.	Contractor must meet the monthly average answer rate of at least 95% of all on-demand incoming calls within five (5) seconds. The call may be answered by an automated attendant but the Purchaser must be given an option, either by voice prompt or keypad selection, to speak with a live operator or a customer service representative. If the Purchaser requests to connect with a live operator or a customer service representative, the Purchaser shall be connected to the Customer Services Representative within ten (10) seconds of the Purchaser's request. Upon identify the client's language, the Purchaser must be connected to an interpreter within thirty (30) seconds at a rate of 95% or greater. When the monthly average call ratio of Spanish to other languages drops below 80%, the percentage of calls that must meet the thirty (30) second response time will be adjusted as follows:

		<table><tr><th>Average Percentage (%) of Spanish</th><th>Connectivity Requirements</th></tr><tr><td><60%</td><td>80% of all calls shall be responded to within 30 seconds after of identifying the client's language</td></tr><tr><td>60%-70%</td><td>85% of all calls shall be responded to within 30 seconds after of identifying the client's language</td></tr><tr><td>70%-80%</td><td>90% of all calls will be responded to within 30 seconds after of identifying the client's language</td></tr></table>	Average Percentage (%) of Spanish	Connectivity Requirements	<60%	80% of all calls shall be responded to within 30 seconds after of identifying the client's language	60%-70%	85% of all calls shall be responded to within 30 seconds after of identifying the client's language	70%-80%	90% of all calls will be responded to within 30 seconds after of identifying the client's language
Average Percentage (%) of Spanish	Connectivity Requirements									
<60%	80% of all calls shall be responded to within 30 seconds after of identifying the client's language									
60%-70%	85% of all calls shall be responded to within 30 seconds after of identifying the client's language									
70%-80%	90% of all calls will be responded to within 30 seconds after of identifying the client's language									
		<p>PERFORMANCE CREDITS:</p> <p>In the event Interpretation Services do not begin within 60 seconds of the client's language being identified, the Purchaser shall not be charged for any interpretation Services provided the during the call.</p> <p>In the event any interpretation Service request for the Tier 1 and Tier 2 languages results in a Purchaser being told "no interpreter is available," the Contractor will be subject to a self-assessed performance credit equal to the cost of the Purchaser's average interpreter call for the month in which the "no interpreter available" event occurs. The credits will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total by Purchaser.</p>								
4	OPI DROPPED CALLS: Contractor must use commercially reasonable efforts to complete each call with a single interpreter, unless otherwise requested by Purchaser. Should the call get dropped, the interpreter must be able to call the Purchaser back to complete the call.	Should the call get dropped, the interpreter must be able to call the Purchaser back to complete the call. Contractor shall track dropped calls, the dropped call average shall not reach 5% per quarter.								
5	VRI LANGUAGE DEMAND AND AVAILABILITY. Contractor must use commercially reasonable efforts to meet the languages requested by the Purchaser.	Contractor must service, consecutively over two (2) quarters, the languages listed and hours available as completed by the Contractor in Exhibit B-3 Contractor Availability of Languages at a rate of 95% quarterly and at a rate of 80% for all requested languages. To ensure availability, Contractor shall conduct, at a minimum, quarterly analysis of interpreter demand for this Master Contract and actively work to fill any languages gaps that may exist.								

6	VRI CALL CONNECTIONS. Contractor must meet answer the Purchaser on-demand incoming calls and begin interpreting quickly.	Contractor must meet the monthly average answer rate of all video remote calls within thirty (30) seconds. The video remote call may be answered by an automated attendant or interactive screen but the Purchaser must be given an option, either by voice prompt, keypad or screen selection, to speak with a live operator or customer service representative. If the Purchaser requests to connect with a live operator or customer service representative, the Contractor shall connect the Purchaser within thirty (30) seconds of the Purchaser's request. The Contractor must average at least 85% response rate for Interpreter Service annually.
7	PRE-SCHEDULED INTERPRETER CALLS. Interpreters must take the scheduled OPI and VRI calls.	Interpreter must be available at the time of the scheduled both OPI and VRI calls, and interpreter must be available for the entire scheduled call.
8	SERVICE ISSUES: Service issues are interpreter or interpretation related issues.	Contractor must provide a written response to Purchaser's questions within two (2) business days of receiving a complaint. Contractor must provide full resolution within five (5) business of receiving complaint. If Contractor is not able to resolve issues in five (5) business days, Contractor shall submit a response on day five (5) with progress update and the plan to resolve the issue. The Contractor shall resolve issue in three (3) months to resolve; should it take more than three (3) months or less.
9	TECHNICAL ISSUES: Technical issues are issues related to the Contractor OPI phone line or VRI application or other related system that prevents business as usual for the Purchaser.	Phone line or video application or issues must be addressed in less than 24 hours. A formal written response of issues and resolution must be outlined and provided to the Purchaser and Enterprise Services within two (2) calendar days from initial contact. The Master Contractor shall provide full resolution in five (5) calendar days or less.
10	ALL OTHER ISSUES: All other issues are issues not related to service or technical issues.	Contractor must resolve or acknowledge receipt of issue in less than 24 hour. All issues must be resolved in three (3) months or less. Contractor must put forth commercially reasonable efforts to resolve issues marked as urgent, as quickly as possible.

SPOKEN LANGUAGE INTERPRETER SERVICES, OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTION
EXHIBIT A – 3 MOST FREQUENTLY REQUESTED LANGUAGES

Below list of languages are organized into the tiers referenced in the Solicitation and the Master Contract. They are in the order of most frequently requested languages for OPI services to the least, the information is based on historical data.

Tier	Languages
1	Spanish
2	Russian
	Somali
	Vietnamese
	Arabic
	Korean
	Amharic
	Mandarin
	Farsi
	Cantonese
	Tigrinya
	Punjabi
	Ukrainian
	Cambodian (Khmer)
3	All Other Languages

SPOKEN LANGUAGE INTERPRETER SERVICES, OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTION
EXHIBIT A-4 PURCHASER SPECIFIC REQUIREMENTS

Contractor may be required to adhere to purchaser specific requirements. Below are a sample of the most frequently requested requirements.

- I. Exhibit A-4-5 a. Department of Social and Health Services, HIPAA Compliance Policy (6000 GH)
- II. Exhibit A-4 b. Department of Social and Health Services, Business Associate Agreement (6063PF)
- III. Exhibit A-4 c. Department of Social and Health Services, Self-Contained Data Security Requirements (6008GD)
- IV. Exhibit A-4 d. Department of Correction, Prison Rape Elimination Act

Exhibit B-1**SPOKEN LANGUAGE INTERPRETER SERVICES, OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTION
EXHIBIT B-1 PRICES FOR INTERPRETER SERVICES**

	Line Item	Cost Per Minute (\$)
Over the Phone Interpreter (OPI) Services		
1	OPI, Tier One (Spanish)	\$0.57
2	OPI, Tier Two Languages	\$0.62
3	OPI, Tier Three Languages	\$0.75
Video Remote Interpreter (VRI) Services		
4	VRI, All Languages	\$0.92
Other Services		
5	Topic Specific Expertise	\$0.19

**SPOKEN LANGUAGE INTERPRETER SERVICES, OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTION
EXHIBIT B-2 CONTRACTOR POLICIES, PROCESSES, AND PROCEDURES FOR PROVIDING SERVICES**

This exhibit outlines the policies, processes, and procedures that Bidder employs and commits to when servicing this Master Contract.

Account Management	
Exhibit A-1, 1.3.5	<p>Language Link's phone operations are versatile and flexible, enabling us to continue to provide solutions that are tailored to suit your needs. At contract initiation, Language Link will coordinate with all of your various stakeholders to configure accounts based on each customer's specific needs. Our Client Relations department will issue toll-free numbers and account codes as needed and will configure our Interactive Voice Response (IVR) system or live operator answer network to connect you quickly with appropriately qualified interpreters. We are also able to collect your numeric identifiers (such as Department ID or Employee ID) at the inception of each call, which will appear on your invoices and usage reports.</p> <p>Language Link is pleased to provide comprehensive service overviews and introductions, Interpretation Awareness training sessions in person, over video or webinar, over the phone, or written, and Service Starter Kits, which include:</p> <ol style="list-style-type: none"> 1. How to Request Services 2. Point to Your Language Cards with Interpreter Tips 3. Point to Your Language Posters 4. Client Portal Instructions 5. Stickers <p>Included with the materials is a welcome email that includes the ability to make a complimentary test call. This is to make sure the account is set up to your specifications and allow training on how to use the services before a live call is ever made. For VRI services we do a complimentary system check to make sure everything is functioning perfectly before needing an interpreter.</p> <p>Our IVR system is integrated with our client and interpreter databases. Each time you dial in to Language Link, the call is automatically paired with your client record and specific interpreter requirements. Each client record is established in our system according to your data collection and service requirements, and each interpreter record is highly detailed to ensure we pair you with an interpreter who meets your specific requirements. Through skills-based routing, Language Link quickly and reliably locates and engages interpreters who meet the needs of each department and client.</p>
Interpreters Recruitment, Retention, and Quality	
Exhibit A-1, 1.3	<p>We maintain a Vendor Management Office that is wholly dedicated to recruiting and vetting qualified interpreters. We are continually adding to our pool of resources and have the capacity and ability to recruit and test new qualified</p>

	<p>interpreters quickly. We use the same process for over the phone interpreters as we do for VRI interpreters.</p> <p>We pride ourselves on the quality of the interpretation services we provide our clients. A significant factor in our ability to supply such high-quality services is our interpreter screening processes.</p> <p>Language Link takes great care in recruiting and retaining only the most qualified and professional interpreters. Many of our interpreters hold certifications including: membership in and certification by the American Translator's Association (ATA), Washington Department of Social and Health Services (DSHS) certification, Federal and State Court Interpreter certification, California Election Code compliance, membership in the International Association of Professional Translators and Interpreters (IAPTI), membership in the Institute of Translation and Interpreting (ITI), certification by the Society of Translators and Interpreters of British Columbia, security clearance by the Department of Defense, and Bridging the Gap Medical Interpretation certification. Further, many of our interpreters have advanced degrees in their areas of subject matter expertise and possess many years of experience in the field.</p> <p>In addition to certification in specific languages, our Interpreter Relations Department screens our interpreters for:</p> <ul style="list-style-type: none"> • Demonstrated command of both English and the target language; • Previous interpreting experience of at least five years, verified through professional services invoices or payroll check stubs; • Professional references from at least three independent sources; • Cultural competency coupled with ability to interpret meaning-for-meaning, not just word-for-word; • Experience in various types of interpretation, including medical, legal, business and social. <p>Interpreters are required to demonstrate the skills and knowledge of an effective, professional interpreter. Language Link defines this as:</p> <ul style="list-style-type: none"> • Language proficiency at a native or near-native level in both English and the target language; • Mastery of a broad spectrum of general vocabulary in both English and the target language; • Active knowledge of technical and non-technical medical, social services, financial, insurance, and legal-related terminology, in both English and the target language; • Ability to listen to oral discourse in English and convey the full content and meaning in the target language; • Ability to abide by the principles set forth in the Code of Conduct and Ethics for Professional Interpreters.
Exhibit A-1, 1.3	<p>We utilize Workforce management software which assists us with forecasting, scheduling, enforcement, and compliance for interpreters. Our Workforce management system includes displays indicating when an interpreter is either</p>

	<p>available or busy with an interpreting assignment in real time. Additionally, we can accurately forecast our need for additional interpreters based on real time usage reports. This works for both telephonic and VRI.</p> <p>Language Link does not have to incentivize interpreters to take assignments as interpreters are scheduled based on volume requirements. Language Link has worked with some of the same interpreters for 15+ years. We pay interpreters competitive wages and treat them as professionals allowing us to maintain a 95% retention rate for interpreters.</p> <p>We assess language proficiency for our interpreters through a series of comprehensive written and oral exams, administered in-house, which include a written test in English, sight translation to and from English and the target language, and an interpretation exercise. Additional tests evaluate their skills in and knowledge of industry specific terminology, interpretation processes, customer service and the Code of Conduct and Ethics for professional interpreters.</p> <p>In addition to our language proficiency test we continue to assess quality through our 10 Step Quality Assurance process.</p> <p>Answer Time A real time dashboard tool created by our in-house IT staff enables us to constantly monitor the average answer time for our services. Our average Interactive Voice Response (IVR) connect time is three seconds or less. If you would like an operator's assistance, our average call center answer time is 12 seconds. We not only monitor the dashboard in real time, we analyze daily reports to ensure we are meeting this requirement as well.</p> <p>Data Collection Every customer account is configured based on custom requirements. Our live operator answer process requires this information in order to proceed with each call. The Customer Service Representatives run daily checklists on each of their calls to ensure all predetermined information is obtained. The Call Center Manager analyzes a weekly report to ensure we have all of the necessary data in order to provide accurate invoices for each and every call.</p> <p>Call Center Customer Service We monitor two calls per week per Customer Service Representative (CSR) to ensure we are providing the best possible customer service. We specifically monitor each CSR to ensure that:</p> <ol style="list-style-type: none"> 1. The CSR answers the phone based on the established customer requirements; 2. The CSR asks the appropriate questions and; 3. The CSR uses a courteous and positive tone with the customer. <p>Interpreter Connect Time</p>
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	<p>Included in our real-time dashboard tool is the ability to see our average connect time by language and by customer. In addition, we run daily reports to ensure we are meeting our interpreter connect time requirement. Our average connect time to the interpreter is 20 seconds once the language has been identified.</p> <p>Interpreter Greeting We specifically monitor two calls per week per interpreter to ensure that the interpreter has introduced himself/herself with his/her language, ID number and first name.</p> <p>Interpreter Customer Service With permission from the customer, we monitor 5% of calls, looking specifically for interpreter customer service issues. Did the interpreter use a courteous and positive tone? Did they provide the same customer service to the Limited English-speaking client that the customer provided?</p> <p>Interpreter Code of Ethics During our monitoring of calls we watch specifically for issues with standards contained in the Interpreter Code of Ethical Issues. This includes the following:</p> <ul style="list-style-type: none"> • Background Noise – What is the quality of the phone call? Are all parties able to hear each other in a way that facilitates a successful interpretation? • Paraphrasing – The interpreter is trained to interpret word-for-word. There should be no paraphrasing of the call. • Summarizing – The interpreter should not summarize what the provider is saying. • Advocating – The interpreter is to have no side conversations with the client and no additional conversation other than interpreting what the customer is saying. The interpreter should not be advising the Limited English-speaking client on how to respond or what to do in a situation. <p>Closing the Call All interpreters are to close all calls by thanking both parties, asking if there is any more need for their services and then informing the customer that they are now disconnecting.</p>
Exhibit A-1, 1.3	<p>We maintain a Vendor Management Office that is wholly dedicated to recruiting new interpreters, including languages of lesser diffusion. We are continually adding to our pool of resources and have the capacity and ability to recruit and test new qualified interpreters quickly. We utilize the workforce management software to determine what languages are needed.</p> <p>The Vendor Management team has multiple resources to find interpreters. Language Link has a job board located on our website and we partner with the major recruiting and hiring agencies such as Indeed, Monster, and LinkedIn. Additionally, we are members of industry organizations such as American Translators Association, and the Association of Language Companies giving us access to lists of certified and qualified interpreters. We also receive a high number of referrals from interpreters already working with us. In addition, we</p>

	reach out to community resources that support the language group we are looking to recruit.
Ensuring Security and Confidentiality	
Master Contract, 5.7	<p><u>Information Security Policy Statement</u></p> <p>It is the policy of LANGUAGE LINK that information in all its forms--written, spoken, recorded electronically or printed--will be protected from accidental or intentional unauthorized modification, destruction or disclosure throughout its life cycle. This protection includes an appropriate level of security over the equipment and software used to process, store, and transmit that information.</p> <p>All policies and procedures must be documented and made available to individuals responsible for their implementation and compliance. All activities identified by the policies and procedures must also be documented. All the documentation, which may be in electronic form, must be retained for at least 6 (six) years after initial creation, or, pertaining to policies and procedures, after changes are made. All documentation must be periodically reviewed for appropriateness and currency, a period of time to be determined by each entity within LANGUAGE LINK.</p> <p><u>Employee Training</u></p> <p>We unequivocally hold our clients' information in complete confidence. Language Link is fully compliant with both HIPAA and the HITECH Act, and all internal staff members are required to undergo HIPAA and HITECH training and testing before beginning work with us.</p> <p><u>Employee Responsibilities</u></p> <p>Employees handling PHI or PII is expected to:</p> <ul style="list-style-type: none"> • Access information only in support of their authorized job responsibilities. • Comply with Information Security Policies and Standards and with all controls established by the owner and custodian. • Refer all disclosures of PHI and PII outside of LANGUAGE LINK and within LANGUAGE LINK, other than for treatment, payment, or health care operations, to the applicable entity's Medical/Health Information Management Department. In certain circumstances, the Medical/Health Information Management Department policies may specifically delegate the disclosure process to other departments. • Keep personal authentication devices (e.g. passwords, SecureCards, PINs, etc.) confidential. • Report promptly to the ISO the loss or misuse of LANGUAGE LINK information. • Initiate corrective actions when problems are identified. <p>We do not send any Personal Health Information (PHI) electronically, nor is it stored in hard copy or on portable devices. All documents containing confidential information are shredded by a professionally licensed company that is a National Association for Information Destruction (NAID) member. All interpreters and</p>

	<p>translators abide by these same standards, and all have signed Subcontracting Agreements which cover confidentiality in their records. In addition, our interpreters are tested on their knowledge of the Code of Conduct and Ethics as it relates to confidentiality and non-disclosure. All interpreters are background checked and any independent contract interpreters must also sign a Business Associate Agreement.</p> <p>Call recordings are only accessed by management for the purposes of quality control. Recordings never leave our firewall and can only be accessed via username and password. Recordings are only kept for two weeks and then are deleted. We do not record VRI calls at this time.</p>
Exhibit A-1, 1.3.2.1	<p><u>Home Office</u> Interpreters working from a home-based office must have a dedicated office free of noise and inaccessible by others during their workday. We require the interpreter to provide pictures or provide video of their office environment. Interpreters must use a land line and are not allowed to use cell phones or take calls outside their home office at any time.</p> <p><u>Audit</u> The interpreter management team audits the interpreter's working environment on an annual basis through a telephone interview and picture or video tour. Language Link IT routinely verifies the telephone numbers provided by interpreters are not cell phone numbers.</p> <p>This policy applies to all interpreters outside of a call center environment.</p>
Master Contract, 5.4 Master Contract, 5.7 Master Contract, 7.4	<p><u>Information Security Policy Statement</u> It is the policy of LANGUAGE LINK that information in all its forms--written, spoken, recorded electronically or printed--will be protected from accidental or intentional unauthorized modification, destruction or disclosure throughout its life cycle. This protection includes an appropriate level of security over the equipment and software used to process, store, and transmit that information.</p> <p>All policies and procedures must be documented and made available to individuals responsible for their implementation and compliance. All activities identified by the policies and procedures must also be documented. All the documentation, which may be in electronic form, must be retained for at least 6 (six) years after initial creation, or, pertaining to policies and procedures, after changes are made. All documentation must be periodically reviewed for appropriateness and currency, a period of time to be determined by each entity within LANGUAGE LINK.</p> <p><u>Recorded Lines</u> Call recording control is maintained by Language Link's IT department. The decision to enable or disable call recording is provided by the customer and is configured upon account setup. Changes to the recording status of a line may be changed with proper written authorization from the customer. Once</p>

	<p>authorization is received, the client relations department creates a help desk ticket and attaches the client's authorization. IT will comply with the ticket and provide a confirmation when the change is complete. In the event calls are inadvertently recorded, IT will delete the recordings from the call recording server and purge the recordings from data backups (if required) according to Language Link's electronic data destruction policy.</p>
Master Contract, 7.5	<p>Multiple levels of redundancy, including multiple call centers, co-locations, multiple carriers, back-up generators and Telecommunication Service Priority (TSP) Certification (our data and phone systems are given priority during natural disasters and outages) enable us to provide consistent, high-quality connections without interruption at any capacity level.</p> <p>Language Link institutes the best practices developed by industry organizations for creating practical and effective Emergency Management plans. The company periodically conducts a risk analysis of critical processes, applications and systems.</p> <p>Armed with this information, each business area prioritizes recovery procedures, since some processes have more urgent restoration requirements than others. Each business area also creates continuity plans that are reviewed by the Chief Operating Officer and Director of IT to ensure they meet appropriate guidelines and can be properly coordinated with the plans of other business areas.</p> <p>The firm develops processes with business continuity in mind, embedding needed resources and knowledge into our day-to-day operations. If any emergencies occur language link has developed a 24/7 process to generate emails and automatically to keep customers updated before, during, and after an emergency.</p> <p>Language Link is happy to provide our full emergency management plan upon request.</p>
Call Connectivity	
Exhibit A-2	<p>A partnership with Language Link gives each client access to our dedicated team and our advanced technology. We utilize Workforce management software which assists us with forecasting, scheduling, enforcement, and compliance for interpreters. Connections to our IVR system are immediate (within three seconds), and connect times to interpreters average 20 seconds. We do recommend that you utilize our IVR system, but you may also elect to speak with a live operator anytime. You can reach a live operator within 12 seconds.</p> <p>Our Workforce management system includes displays that indicate when an interpreter is either available or busy with an interpreting assignment in real time. This information allows us, no matter the volume, to connect to an interpreter within 20 seconds, on average. We are also able to accurately forecast our need for additional interpreters based on real time usage reports. We are therefore able to guarantee that we will always have enough staff to ensure connectivity within the required 20 second average timeframe.</p>

	The same software and process is used to track connection to VRI interpreters.
Video Remote Interpreter Services Application	
Exhibit A-2, 3.3	The VRI process is the same for all devices.
Exhibit A-2, 3.6.1	<p>Computer Hardware</p> <ul style="list-style-type: none"> • Intel 1.9 GHz or faster (multiple cores) • 2 GB RAM or more • 128 MB video RAM or more <p>Suggested Peripheral Hardware</p> <ul style="list-style-type: none"> • Webcam – 2 MP or better <ul style="list-style-type: none"> ○ Logitech Webcam Pro 9000 ○ Microsoft LifeCam HD-5000 ○ Logitech Webcam C510 ○ Logitech Webcam C260 ○ Philips Webcam SPC1300NC • Headset with noise cancelling microphone <ul style="list-style-type: none"> ○ Plantronics C210M ○ Cyber Acoustics AC-850 ○ GN Netcom GN 2025 NC ○ GN Netcom GN 9125Flex (wireless headset) ○ AT&T ATT-TL7610 (wireless headset) <p>Operating Systems</p> <ul style="list-style-type: none"> • Microsoft Windows XP SP3 (32-bit/64-bit) • Microsoft Windows Vista SP1 (32-bit/64-bit) • Microsoft Windows 7 (32-bit/64-bit) • Microsoft Windows 8 (32-bit/64-bit) • Microsoft Windows 10 (32-bit/64-bit) <p>Internet Browsers</p> <ul style="list-style-type: none"> • Web browser (Microsoft Internet Explorer 7 and up; Mozilla Firefox 3.5 and up; Google Chrome 8 and up) • Adobe Flash 10.1 or newer • Browser cookies required <p>Network Requirements</p> <ul style="list-style-type: none"> • Bandwidth <ul style="list-style-type: none"> ○ Recommended 512 kbps up/down or faster per video call; ○ Minimum 256 kbps up/down per video call; • Communication Protocols and Ports <ul style="list-style-type: none"> ○ HTTP (port 80) and HTTPS (port 443) ○ RTMP/RTMPE (TCP port 1935 outbound only) ○ RTMFP (optional – UDP outbound on all ports above 1023) ○ Port 8080 (client/server communication port) <p>Yes we have a system that will support mobile devices.</p>

	<p><u>Video and Audio Quality</u></p> <p>The latency, jitter, and bandwidth of a customer's connection will vary and it's important the VRI system can adapt. Language Link's VRI platform employs adaptive bitrate codecs allowing our system to adapt video size, quality and framerate according to the quality of the customer's internet connection. Our system can dynamically optimize the quality of the audio and video while a video interpretation is taking place!</p> <p><u>Video and Sound Requirements</u></p> <ul style="list-style-type: none"> • Webcam – 2 MP or better <ul style="list-style-type: none"> ○ Logitech Webcam Pro 9000 ○ Microsoft LifeCam HD-5000 ○ Logitech Webcam C510 ○ Logitech Webcam C260 ○ Philips Webcam SPC1300NC • Headset with noise cancelling microphone <ul style="list-style-type: none"> ○ Plantronics C210M ○ Cyber Acoustics AC-850 ○ GN Netcom GN 2025 NC ○ GN Netcom GN 9125Flex (wireless headset) ○ AT&T ATT-TL7610 (wireless headset) <p><u>Encryption</u></p> <p>Audio and video traffic are encrypted using RTMPE or Secure RTP (SRTP), a profile of Real-Time Transport Protocol (RTP) that provides confidentiality, authentication, and replay attack protection to RTP traffic. Server-to-server and client-to-server signaling is encrypted using TLS, MTLS or HTTPS</p> <p>Since the VRI system was initially designed to be utilized for a need for Sign Language the system was designed to ensure an accessible user interface. Our system complies with all applicable accessibility laws and regulations.</p> <p>The VRI documentation is 508 compliant.</p> <p>Language Link will provide a technical specifications document, an installation document, and a user's guide upon sign up for VRI services. In addition, we do a system check prior to using the VRI system. During the system check you will log in and access a test interpreter who is a member of our Client Relations team. We</p>
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will make sure the video and audio is working correctly and train you on how to use all the system features. We will test all the features such as maximizing the screen, changing the volume, muting, chatting, and hiding the video. This allows the user to be fully trained prior to using the service the first time.

Connection Security

Audio and video traffic are encrypted using RTMPE or Secure RTP (SRTP), a profile of Real-Time Transport Protocol (RTP) that provides confidentiality, authentication, and replay attack protection to RTP traffic. Server-to-server and client-to-server signaling is encrypted using TLS, MTLS or HTTPS

Bandwidth, Protocols and Ports

Bandwidth

- Recommended 512 kbps up/down or faster per video call
- Minimum 256 kbps up/down per video call

Communication Protocols and Ports

- HTTPS (port 443)
- RTMP/RTMPE (TCP port 1935 outbound only)
- RTMFP (optional – UDP outbound on all ports above 1023)
- Port 8080 (client/server communication port)

Firewall Negotiation

Language Link's VRI platform uses ICE/STUN/TURN to negotiate connections through a corporate firewall. This strategy works well; however, there are rare cases where companies will block outbound connections requiring Language Link IT to work with the company's IT to whitelist our VRI endpoint IP or MAC address. We have not encountered a situation where our VRI solution could not establish a connection.

Language Link only sends video calls to employees located in our office in which we control the computer environment to make sure all technical requirements are met.

Language link documents the Information Technology infrastructure as outlined in the OCIO Standard 141.10: Securing Information Technology Assets guidelines. Additionally we meet or exceed the requirements for security testing and verification.

VRI endpoint authentication requires a device URI, user id and password for security and tracking purposes. If a user is no longer authorized to use the system, Language Link will disable the user leaving VRI device available for another user. If the client loses a VRI device or the device is not usable, Language Link will remove the device from our system eliminating the risk of a lost VRI device allowing unauthorized users access to VRI.

SPOKEN LANGUAGE INTERPRETER SERVICES, OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTION

EXHIBIT B-3 CONTRACTOR AVAILABILITY OF LANGUAGES

This exhibit outlines the languages and hours that Contractor has available for OPI and VRI on-demand and pre-scheduled options.

OPI Contractor Languages and Availability			
#	Language	Weekly Hours Available for On-Demand	Weekly Hours Available for Pre-Scheduled
1	Spanish	168	168
2	Russian	168	168
3	Somali	168	168
4	Vietnamese	168	168
5	Arabic	168	168
6	Korean	168	168
7	Amharic	168	168
8	Mandarin	168	168
9	Farsi	168	168
10	Cantonese	168	168
11	Tigrinya	168	168
12	Punjabi	168	168
13	Ukrainian	168	168
14	Cambodian (Khmer)	168	168
15	Burmese	168	168
16	Swahili	168	168
17	French	168	168
18	Dari	168	168
19	Nepali	168	168
20	Tagalog	168	168
21	Marshallese	168	168
22	Tigrigna (Eritrea)	168	168
23	Oromo (Oromifa)	168	168
24	Karen	168	168
25	Chinese	168	168
26	Portuguese	168	168
27	Laotian	168	168
28	Chuukese (Trukese)	168	168
29	Mongolian	168	168
30	Romanian	168	168
31	Bosnian	168	168
32	Oromo (Ethiopia)	168	168
33	Japanese	168	168
34	Turkish	168	168
35	Urdu	168	168
36	Kinya/Rwanda	168	168
37	Thai	168	168

38	Hindi	168	168
39	Pashto	168	168
40	Kurdish	168	168
41	Haitian Creole	168	168
42	Samoan	168	168
43	Lingala	168	168
44	Kirundi	168	168
45	Brazilian Portuguese	168	168
46	Pashto (Afghanistan)	168	168
47	Armenian	168	168
48	Bengali	168	168
49	Hmong	168	168
50	Croatian	168	168
51	Filipino	168	168
52	Soninke	168	168
53	Albanian	168	168
54	Kunama	168	168
55	Mixteco	168	168
56	Polish	168	168
57	Mam	168	168
58	Tamil	168	168
59	Ilocano	168	168
60	Bulgarian	168	168
61	Chin-Hahka	168	168
62	Maay Maay	168	168
63	Sudanese	168	168
64	French Creole	168	168
65	Indonesian	168	168
66	Mien	168	168
67	Persian	168	168
68	Toishanese (Toishan, Toisanese)	168	168
69	Serbo-Croatian	168	168
70	Wolof	168	168
71	Dinka	168	168
72	Telugu	168	168
73	Gujarati	168	168
74	Nuer	168	168
75	Karenni	168	168
76	Kanjobal	168	168
77	Malay	168	168
78	Sudanese Arabic	168	168
79	Italian	168	168
80	Kurdish-Sorani	168	168
81	Mandinka (Mandingo)	168	168
82	Tongan	168	168

83	Chuukese	168	168
84	Taishanese	168	168
85	Ewe	168	168
86	Greek	168	168
87	Chin-Tedim	168	168
88	Czech	168	168
89	Visayan-Cebuano	168	168
90	German	168	168
91	Rohingya	168	168
92	Serbian	168	168
93	Mixteco Bajo	168	168
94	Uzbek	168	168
95	Fulani	168	168
96	Khmer	168	168
97	Taiwanese	168	168
98	Chin-Zo	168	168
99	Hungarian	168	168
100	Chin (Hakha)	168	168
101	Portuguese-Brazilian	168	168
102	Twi	168	168
103	Moldavian	168	168
104	Bambara	168	168
105	Yoruba	168	168
106	Hebrew	168	168
107	Iraqi Arabic	168	168
108	Tibetan	168	168
109	Quiche	168	168
110	Ethiopian	168	168
111	Igbo	168	168
112	Mandingo	168	168
113	Arabic-Egyptian	168	168
114	Azerbaijani	168	168
115	Chin	168	168
116	Fuzhou	168	168
117	Assyrian	168	168
118	Egyptian Arabic	168	168
119	Levantine Arabic	168	168
120	Arabic-Iraqi	168	168
121	Kikuyu	168	168
122	Shanghainese	168	168
123	Kosraean	168	168
124	Toisan	168	168
125	Akan	168	168
126	Marathi	168	168
127	Pohnpeian	168	168
128	Georgian	168	168

129	Hausa	168	168
130	Kurdish-Kurmanji	168	168
131	Moroccan Arabic	168	168
132	Sundanese	168	168
133	Kiswahili	168	168
134	Krio - Sierra Leonian	168	168
135	Lithuanian	168	168
136	Malayalam	168	168
137	Norwegian	168	168
138	Dutch	168	168
139	Fijian	168	168
140	K'ichi' (Quiche)	168	168
141	Luganda	168	168
142	Moroccan	168	168
143	Palauan	168	168
144	Chamorro	168	168
145	Chin-Falam	168	168
146	French Canadian	168	168
147	Kurdish-Bahdini	168	168
148	Portuguese Creole	168	168
149	Afghan	168	168
150	Akateko	168	168
151	Cape Verde Creole	168	168
152	Chaldean	168	168
153	Chin-Mizo	168	168
154	Eritrean	168	168
155	Ga	168	168
156	Krahn	168	168
157	Malinke	168	168
158	Mandinka	168	168
159	Syrian	168	168
160	Tigre	168	168
161	Visayan	168	168
162	Zarma	168	168
163	Catalan	168	168
164	Cebuano	168	168
165	Cham	168	168
166	Chin (Tedim)	168	168
167	Finnish	168	168
168	Fukienese	168	168
169	Garre	168	168
170	Hakka	168	168
171	Hindustani	168	168
172	Kinyamulenge	168	168
173	Kongo	168	168
174	Mixteco Medio	168	168

175	Moldovan	168	168
176	Sinhala	168	168
177	Soninke (Sarakole)	168	168
178	Sylheti	168	168
179	Teochew	168	168
180	Acholi (Sudan-Uganda)	168	168
181	Bahasa/Brunei	168	168
182	Bari	168	168
183	Basaa (Bantu Language)	168	168
184	Belorussian	168	168
185	Bhutanese/Dzongkha	168	168
186	Chukchi	168	168
187	Cora	168	168
188	Fante	168	168
189	Fon	168	168
190	Foochow	168	168
191	Hunanese	168	168
192	Jakartanese	168	168
193	Jula	168	168
194	Kachchi	168	168
195	Kannada	168	168
196	Kaqchikel	168	168
197	Konkani	168	168
198	Lebanese	168	168
199	Macedonian	168	168
200	Montenegrin	168	168
201	Navajo	168	168
202	Neapolitan	168	168
203	Nigerian Pidgin	168	168
204	Pulaar	168	168
205	Saudi Arabic	168	168
206	Sinhalese	168	168
207	Slovak	168	168
208	Slovenian	168	168
209	Soninke (Maraka)	168	168
210	Soninke (Sarahuleh)	168	168
211	Sotho	168	168
212	Susu	168	168
213	Swedish	168	168
214	Tadzhik	168	168
215	Tai Dam	168	168
216	Yugoslavian	168	168
217	Serbo Croatian	168	168
VRI Contractor Languages and Availability			
#	Language	Weekly Hours Available for On-Demand	Weekly Hours Available for Pre-Scheduled

1	Spanish	168	168
2	Russian	40	40
3	Somali	0	0
4	Vietnamese	40	40
5	Arabic	0	0
6	Korean	40	40
7	Amharic	0	0
8	Mandarin	0	0
9	Farsi	0	0
10	Cantonese	40	40
11	Tigrinya	0	0
12	Punjabi	0	0
13	Ukrainian	0	0
14	Cambodian (Khmer)	0	0
15	Burmese	0	0
16	Swahili	0	0
17	French	40	40
18	Dari	0	0
19	Nepali	0	0
20	Tagalog	0	0
21	Marshallese	0	0
22	Tigrigna (Eritrea)	0	0
23	Oromo (Oromifa)	0	0
24	Karen	0	0
25	Chinese	0	0
26	Portuguese	40	40
27	Laotian	0	0
28	Chuukese (Trukese)	40	40
29	Mongolian	0	0
30	Romanian	0	0
31	Bosnian	0	0
32	Oromo (Ethiopia)	0	0
33	Japanese	40	40
34	Turkish	0	0
35	Urdu	0	0
36	Kinya/Rwanda	0	0
37	Thai	0	0
38	Hindi	0	0
39	Pashto	0	0
40	Kurdish	0	0
41	Haitian Creole	40	40
42	Samoan	0	0
43	Lingala	0	0
44	Kirundi	0	0
45	Brazilian Portuguese	0	0
46	Pashto (Afghanistan)	0	0

47	Armenian	0	0
48	Bengali	0	0
49	Hmong	0	0
50	Croatian	0	0
51	Filipino	0	0
52	Soninke	0	0
53	Albanian	0	0
54	Kunama	0	0
55	Mixteco	0	0
56	Polish	0	0
57	Mam	0	0
58	Tamil	0	0
59	Ilocano	0	0
60	Bulgarian	0	0
61	Chin-Hahka	0	0
62	Maay Maay	0	0
63	Sudanese	0	0
64	French Creole	0	0
65	Indonesian	0	0
66	Mien	0	0
67	Persian	0	0
68	Toishanese (Toishan, Toisanese)	0	0
69	Serbo-Croatian	0	0
70	Wolof	0	0
71	Dinka	0	0
72	Telugu	0	0
73	Gujarati	0	0
74	Nuer	0	0
75	Karenni	0	0
76	Kanjobal	0	0
77	Malay	0	0
78	Sudanese Arabic	0	0
79	Italian	0	0
80	Kurdish-Sorani	0	0
81	Mandinka (Mandingo)	0	0
82	Tongan	0	0
83	Chuukese	0	0
84	Taishanese	0	0
85	Ewe	0	0
86	Greek	0	0
87	Chin-Tedim	0	0
88	Czech	0	0
89	Visayan-Cebuano	0	0
90	German	0	0
91	Rohingya	0	0

92	Serbian	0	0
93	Mixteco Bajo	0	0
94	Uzbek	0	0
95	Fulani	0	0
96	Khmer	0	0
97	Taiwanese	0	0
98	Chin-Zo	0	0
99	Hungarian	0	0
100	Chin (Hakha)	0	0
101	Portuguese-Brazilian	0	0
102	Twi	0	0
103	Moldavian	0	0
104	Bambara	0	0
105	Yoruba	0	0
106	Hebrew	0	0
107	Iraqi Arabic	0	0
108	Tibetan	0	0
109	Quiche	0	0
110	Ethiopian	0	0
111	Igbo	0	0
112	Mandingo	0	0
113	Arabic-Egyptian	0	0
114	Azerbaijani	0	0
115	Chin	0	0
116	Fuzhou	0	0
117	Assyrian	0	0
118	Egyptian Arabic	0	0
119	Levantine Arabic	0	0
120	Arabic-Iraqi	0	0
121	Kikuyu	0	0
122	Shanghainese	0	0
123	Kosraean	0	0
124	Toisan	0	0
125	Akan	0	0
126	Marathi	0	0
127	Pohnpeian	0	0
128	Georgian	0	0
129	Hausa	0	0
130	Kurdish-Kurmanji	0	0
131	Moroccan Arabic	0	0
132	Sundanese	0	0
133	Kiswahili	0	0
134	Krio - Sierra Leonian	0	0
135	Lithuanian	0	0
136	Malayalam	0	0
137	Norwegian	0	0

138	Dutch	0	0
139	Fijian	0	0
140	K'ichi' (Quiche)	0	0
141	Luganda	0	0
142	Moroccan	0	0
143	Palauan	0	0
144	Chamorro	0	0
145	Chin-Falam	0	0
146	French Canadian	0	0
147	Kurdish-Bahdini	0	0
148	Portuguese Creole	0	0
149	Afghan	0	0
150	Akateko	0	0
151	Cape Verde Creole	0	0
152	Chaldean	0	0
153	Chin-Mizo	0	0
154	Eritrean	0	0
155	Ga	0	0
156	Krahn	0	0
157	Malinke	0	0
158	Mandinka	0	0
159	Syrian	0	0
160	Tigre	0	0
161	Visayan	0	0
162	Zarma	0	0
163	Catalan	0	0
164	Cebuano	0	0
165	Cham	0	0
166	Chin (Tedim)	0	0
167	Finnish	0	0
168	Fukienese	0	0
169	Garre	0	0
170	Hakka	0	0
171	Hindustani	0	0
172	Kinyamulenge	0	0
173	Kongo	0	0
174	Mixteco Medio	0	0
175	Moldovan	0	0
176	Sinhala	0	0
177	Soninke (Sarakole)	0	0
178	Sylheti	0	0
179	Teochew	0	0
180	Acholi (Sudan-Uganda)	0	0
181	Bahasa/Brunei	0	0
182	Bari	0	0
183	Basaa (Bantu Language)	0	0

184	Belorussian	0	0
185	Bhutanese/Dzongkha	0	0
186	Chukchi	0	0
187	Cora	0	0
188	Fante	0	0
189	Fon	0	0
190	Foochow	0	0
191	Hunanese	0	0
192	Jakartanese	0	0
193	Jula	0	0
194	Kachchi	0	0
195	Kannada	0	0
196	Kaqchikel	0	0
197	Konkani	0	0
198	Lebanese	0	0
199	Macedonian	0	0
200	Montenegrin	0	0
201	Navajo	0	0
202	Neapolitan	0	0
203	Nigerian Pidgin	0	0
204	Pulaar	0	0
205	Saudi Arabic	0	0
206	Sinhalese	0	0
207	Slovak	0	0
208	Slovenian	0	0
209	Soninke (Maraka)	0	0
210	Soninke (Sarahuleh)	0	0
211	Sotho	0	0
212	Susu	0	0
213	Swedish	0	0
214	Tadzhik	0	0
215	Tai Dam	0	0
216	Yugoslavian	0	0
217	Serbo Croatian	0	0

SPOKEN LANGUAGE INTERPRETER SERVICES, OVER THE PHONE (OPI) AND VIDEO REMOTE (VRI) SOLUTION
EXHIBIT C INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master 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 (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, 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 \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **Professional Liability (Errors & Omissions) Insurance.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$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 Master Contract.
 - c. **Workers' Compensation Insurance & Employer's Liability (Stop Gap).** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident.
 - d. **Cyber Risk Liability Insurance.** Cyber Risk insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract. Limits are \$1,000,000 per claim/annual aggregate.

The insurance coverage limits set forth herein 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 the 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.** Except for Workers Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required 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 Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master 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) 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, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

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. 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) 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 Master Contract number stated on the cover of this Master Contract.