



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

LIONBRIDGE GLOBAL SOURCING SOLUTIONS, INC.

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 Lionbridge Global Sourcing Solutions, Incorporated, a Delaware 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 Contactor 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:

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

Series ID = ENU5300050554193

- 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. **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
- 4.7. **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.
- 4.8. **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.

- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.10. 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.
- 4.11. 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.
- 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 HIPAA 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

Contractor

Attn: John Drugan
Lionbridge

PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9360
Email:
descontractsteammable@des.wa.gov

1050 Winter Street, Suite 2300
Waltham, MA, 02451
Tel: (xxx) xxx-xxxx 781-801-2929
Email: John.Drugan@Lionbridge.com

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

- 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: Lionbridge Legal Team
Lionbridge
1050 Winter Street, Suite 2300
Waltham, MA, 02451
Email: Legal@Lionbridge.com

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.

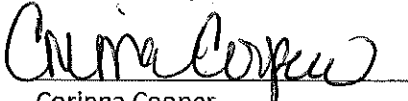
- 14.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. **JURISDICTION & VENUE.** In the event that any action 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

LIONBRIDGE TECHNOLOGIES INC.

By: 
Raymond Mariano
Its: Vice President of Sales

**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:

		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)	\$0.51
2	OPI, Tier Two Languages	\$0.65
3	OPI, Tier Three Languages	\$0.70
Video Remote Interpreter (VRI) Services		
4	VRI, All Languages	\$1.79
Other Services		
5	Topic Specific Expertise	No Additional Fees

**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>The account set-up process for Washington to begin receiving Lionbridge's services is largely automated and allows for a limitless amount of accounts to be generated within a 24-hour time frame. The account creation process with Lionbridge is as followed:</p> <ol style="list-style-type: none"> 1. Lionbridge will contact Washington agencies and provide account order form. This form will obtain information required to create an account, including specific billing, invoicing, or reporting needs 2. Once the order form is returned, Lionbridge's Contract Manager will create accounts, custom call flows, IVR menus for agencies 3. Lionbridge Contract Manager will provide agency with training material and schedule any training sessions as-needed <p>As part of the service package offered to Washington agencies, Lionbridge's team will provide on-site or webinar-based training in addition to hard copy/electronic training material. The training sessions and material will be provided free of cost and provided at any point during an agreement.</p> <p><u>In-Person, Over-the-Phone, Webinar/Video Training</u></p> <p>Lionbridge's Contract Manager will conduct on-site, over-the-phone or webinar training on how to access Lionbridge's services during the on-boarding phase and as-needed throughout the course of an agreement. These trainings can also be recorded and provided in a video clip to agencies.</p> <p>Trainings will be conducted by members from Lionbridge's team and will run anywhere from 30-45 minutes. The training will cover how to access an interpreter, troubleshooting, how to work with your interpreter, and covering the qualifications of interpreters.</p> <p><u>User Guide</u></p> <p>This customized training depicts the step-by-step process to access Lionbridge's services. This guide will be customized by Lionbridge's Contract Manager and can be provided in PDF or hard copy form.</p>

	<p><u>Lionbridge Language List</u> Lionbridge offers the largest available language list in the industry and provides customers with a PDF illustrating all 380 available languages offered for telephonic interpretation services.</p> <p><u>Point to Your Language</u> This poster is utilized in scenarios where an individual is in-person who speaks no English and is unable to identify his/her language. In this situation, the LEP person would be given our poster to identify the language requiring interpretation.</p> <p><u>How to Get the Most of Your Interpreter</u> This PDF provides callers with best practices and tips on how to make the most of their interpretation experience with Lionbridge. This material can be customized by your Contract Manager to reflect any agency-specific recommendations.</p> <p><u>Online Reporting Tool Trainings</u> In addition to webinar screensharing and on-site training, Lionbridge will provide all Washington staff who have access to these portals with their own reporting portal training manuals.</p> <p>These manuals will include how to login, pull reports, view specific data metrics, submit feedback, and troubleshooting these online features.</p>
Interpreters Recruitment, Retention, and Quality	
Exhibit A-1, 1.3	<p>In over 30 years of experience executing this scope of work, Lionbridge's recruitment team has developed a recruitment, vetting, and on-boarding protocol that allow us to maintain the language service industry's largest network of qualified linguists.</p> <p><u>Lionbridge Interpreter Recruitment Process</u> Lionbridge's on-going recruitment methodology relies on outreach to our existing network of resources, networking within new different linguistic communities, and leveraging technology that makes the process efficient and wide-reaching. For Lionbridge, recruitment is not a reactive process to customer needs: it is an ongoing proactive effort, driven by our projections of client requirements in the coming years and months.</p> <p>The value of leveraging our pool of over 10,000 linguists is that our interpreters are often members of community and industry organizations with cultural, ethnic, and linguistic focuses. Lionbridge incentivizes our interpreter network to become ambassadors in these communities/organizations and to locate qualified candidates. In fact, as a result of this strategy, our team has recruited qualified candidates for incredibly rare languages – from West African tribal languages such as Akum (spoken by 1,400 people) and Nda'nda' (spoken by 10,000 people) from Cameroon to Latin American indigenous languages such</p>

	<p>as Awakateko (spoken by 18,000 people) and Eastern Jakalteko (spoken by 11,000 people) from Guatemala.</p> <p>Lionbridge also connects with new candidates via job boards, industry forms, as well as through social networking tools, local recruitment events, and interpretation job fairs. By virtue of our standing in the industry, Lionbridge also receives approximately 50 unsolicited linguist applications through our website every week. Our website automatically screens applicants for qualifications (citizenship status, clearance status, language, location, and more) and forwards any likely candidates to a recruiter for further evaluation and testing.</p> <p><u>Telephonic Interpreter Vetting and On-Boarding</u></p> <p>Prior to any candidate undergoing Lionbridge's rigorous language skills assessment below, our recruitment team must screen each application to ensure that they meet baseline requirements:</p> <ul style="list-style-type: none"> • College/university degree or equivalent • OFAC security clearance • Fluency in target and source language • Verifying residency status • Additional qualifications • Professional References <p>For candidates who meet the baseline requirements, they will then undergo Lionbridge's interpretation skills test to certify their fluency, interpretation skills, professionalism, and more.</p> <p>Lionbridge's interpreter test is administered in all 380 offered languages, not just the most common ones. Our certification process verifies a candidate's fluency in both English and the non-English language, as well as interpretation skills. Lionbridge's language test was developed by outside experts who also developed the State Consortium interpretation test and worked on the development of the Federal court interpretation test and is an accepted certification process by the Department of Justice. The rigor and professionalism of the Lionbridge test means that Washington will be provided qualified interpreters with thoroughly vetted skills.</p> <p>Lionbridge's interpretation test assesses a prospective candidate's consecutive interpretation skills by using material taken from authentic scenarios, and includes terminology for a variety of settings, including medical, social services, legal, and healthcare vocabulary.</p> <p>The list below reflects the component of Lionbridge's testing process that all interpreters must undergo prior to becoming a certified Lionbridge interpreter:</p> <ul style="list-style-type: none"> • Consecutive Interpretation
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	<ul style="list-style-type: none"> • Simultaneous Interpretation • Bidirectional Sight Translation • Scored on both English and non-English Skills • Designed by nationally recognized, independent outside testing experts • Test administered in all languages • Terminology testing, including medical Terminology • Telephonic Interpretation skills development and practice • 24/7 Continuing Education available for all interpreters • Customer Specific Training • Ethics, Protocol, and Best Practices, including medical, separately tested • Confidentiality and Privacy Agreements • Cultural Awareness Training • Simultaneous Interpretation Master Class • Advanced Note-Taking <p>Our interpreters are also trained to be professional in the way they use an appropriate greeting or closing for our clients. This professionalism allows our interpreters to be emotionally-neutral and work with the Washington caller for a seamless and efficient call completion.</p> <p><u>Video Interpreter Vetting and On-Boarding</u> Lionbridge's VRI linguists are qualified through the industry's most rigorous training and certification process, ensuring that 100% of Washington's calls are met with a qualified interpreter.</p> <p>VRI interpreters accepting calls for Washington will meet our baseline requirements:</p> <ul style="list-style-type: none"> • Have a minimum of three years of professional experience • Have passed the language-specific bilingual qualification test • Have successfully completed a 40-hour medical training course, including medical terminology • HIPAA Certified by completing the Advanced HIPAA training course and test <p>Once candidates have met the baseline requirements above, video remote interpreters are required to pass the language-specific bilingual qualification test as a condition for employment. The purpose of the test is to validate that the interpreter has the following capability:</p> <ul style="list-style-type: none"> • Fluent in target language and English - both verbal and written • Bilingual knowledge of medical and healthcare related terminology • Ability to interact effectively with a wide range of healthcare providers and the LEP community
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	<ul style="list-style-type: none"> • Possess multicultural awareness and sensitivity aspects of healthcare for the given culture • Facilitates cross-cultural communication overcoming language and cultural barriers • Ability to handle sensitive situations with initiative, courtesy and good judgement, within their role • Knowledge of the 3 major task areas of interpreting: interpretation, cultural interface and ethics • Knowledge of industry-specific terminology, and the ability to accurately transfer meaning units back and forth between the two languages. 												
Exhibit A-1, 1.3	<p>Attracting qualified talent and retaining high-performing interpreters is critically important to language coverage for our government customers. By offering competitive pay, a variety of language service agreements to serve on, professional development opportunities, and more, Lionbridge has achieved an average annual linguist retention rate of 93% during the past 5 years. Lionbridge interpreters have also worked for our team for an average of 5.5 years, and 43% of Lionbridge's interpreters have worked for us for five years or more.</p> <p>As a result of retaining existing talent, and recruiting new talent, 2019 Lionbridge has achieved a fulfillment rate of 99.23% for the most common language requests and 98.78% of requests across all 380 languages in 2019.</p> <table border="1"> <thead> <tr> <th>Retention and Attraction Strategy</th><th>Benefit to Interpreter</th></tr> </thead> <tbody> <tr> <td>Competitive pay</td><td>Lionbridge's linguists are paid competitive rates and high-performing linguists are given advancement opportunities/raises.</td></tr> <tr> <td>Multiple language services contracts</td><td>Lionbridge linguists have the ability to gain experience serving on a variety of our government contracts.</td></tr> <tr> <td>Industry updates</td><td>Lionbridge provides on-going education to our interpreters on industry standards/best practices.</td></tr> <tr> <td>Professional development</td><td>Lionbridge offers free online courses to advance skills, as well as opportunities to attend training, seminars, and conferences.</td></tr> <tr> <td>Professional advancement and recognition</td><td>High-performing and successful Lionbridge interpreters can work toward becoming Liaisons, RQACs, or to Lionbridge's account management team.</td></tr> </tbody> </table>	Retention and Attraction Strategy	Benefit to Interpreter	Competitive pay	Lionbridge's linguists are paid competitive rates and high-performing linguists are given advancement opportunities/raises.	Multiple language services contracts	Lionbridge linguists have the ability to gain experience serving on a variety of our government contracts.	Industry updates	Lionbridge provides on-going education to our interpreters on industry standards/best practices.	Professional development	Lionbridge offers free online courses to advance skills, as well as opportunities to attend training, seminars, and conferences.	Professional advancement and recognition	High-performing and successful Lionbridge interpreters can work toward becoming Liaisons, RQACs, or to Lionbridge's account management team.
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	<p>InterpBridge web portal and MobileBridge application</p> <p>The features of our web portal provide interpreters with access to resources and the capability to manage cases and payment</p>
	<p><u>Ensuring Service Quality and Professionalism (VRI and OPI)</u></p> <p>In order to ensure that Lionbridge interpreters' performance meets our quality standards and continue to provide Washington callers with quick, courteous, and accurate interpretation, our Quality Assurance team conducts a live-call monitoring program. With the state's approval, Lionbridge will monitor a percentage of call volume for quality assurance purposes.</p> <p>Absolutely no calls will be recorded and no customer information will be retained in our system-our quality assurance program is 100% live monitoring. Monitors join the OPI and VRI calls live but remain muted throughout and do not in any way interfere with the call in progress.</p> <p>Lionbridge's team uses evaluation forms that are integrated with our telephony platform and linked with the specific call information of the evaluated call. The score sheets allow us to link quality evaluations and scoring functionality to specific calls and rate the interpreter's performance across several different categories such as:</p> <ul style="list-style-type: none"> • Knowledge of vocabulary; specialized terminology • Preparedness for calls • Lack of background noise/disturbances • Memory Retention • Tone, rhythm, accuracy • Observance of customer procedure/protocol when applicable • Level of professionalism in interactions with the customer/LEP <p>The score will then be uploaded into the interpreter's master record. Interpreters whose evaluations were marked for additional training or Quality Assurance follow up are contacted by a member of the QA team for further training. Our team meets on a regular basis to review scores, interpreter performance, and makes proactive decisions regarding ongoing relationships with resources based upon evaluation metrics.</p>
Exhibit A-1, 1.3	<p>Lionbridge is known as, not only a leader of interpretation services, but also as being the rare language experts and offering the largest language list in the industry, at 380 unique languages. Lionbridge's history providing coverage for rare or indigenous languages, and the recruitment processes we've developed, ensure that Washington has a services partner able to fulfill any new or emerging languages.</p>

	<p>As a result of Lionbridge's agreements with federal immigration agencies, we are often the first company to see emerging and rare language trends as they approach the U.S.</p> <p>The demand from our federal immigration agency customers is so high that two rare Latin American indigenous languages were amongst Lionbridge's top 25 most requested languages of 2019. On an average weekday, Lionbridge fulfills anywhere from 10 to 40 requests for lesser diffused languages. The other indigenous languages that make up most of this volume are Konjobal, Acateco, Chuj, Quichua, Kekchi, Ixil, Cachiuel, Popti, and more.</p> <p>In order to overcome the barriers for recruitment in lesser-known or languages of lesser diffusion, Lionbridge's recruitment team has implemented innovative recruitment strategies such as partnering with cultural organizations, networking with local embassies, offering referral bonuses to our interpreter pool, and even creating radio and social media advertisement campaigns to advertise positions.</p> <p>In 2018, these recruitment strategies have led to dozens of new interpreters onboarded in 25 new languages of lesser diffusion. During the same year, Lionbridge was able to fulfill 99.23% of requests for the most common language and 98.78% of requests across all 380 languages, including 40 different indigenous languages.</p>
Ensuring Security and Confidentiality	
Master Contract, 5.7	<p>Maintaining confidentiality represent our highest priority on our government contracts. From an operational/process perspective, absolutely no VRI or OPI calls are recorded or stored from Lionbridge's team. Lionbridge interpreters are prohibited from recording or storing any customer information.</p> <p>From a personnel perspective, in an effort to maintain confidentiality and protect all PHI and PII, OPI and VRI interpreters must pass an OFAC background check screening, undergo a rigorous Ethics and Protocol Test, agree to our code of conduct, and sign our Business Associates Addendum (BAA) all before starting with Lionbridge. This process applies to both on-shore and off-shore interpreters.</p> <p>Following the successful completion of the initial certification process described above, a qualified interpreter will then be administered our Ethics and Protocol test, to demonstrate a complete understanding of best practices, ethical standards, and the importance of confidentiality and protection of Personally Identifiable Information (PII) and health information.</p> <p>If an interpreter passes Lionbridge's Ethics and Protocols test, the linguist candidate must then sign and agree to our interpreter code of ethics and confidentiality statement. In our code of ethics, we outline what constitutes personal information, including personal health</p>

	<p>information (PHI), and require that the interpreter make no record of this information and to maintain its confidentiality.</p> <p>After passing our Ethics and Protocols test, and signing our code of ethics, interpreters must also sign our BAA which certifies linguists' ability to remain compliant with HIPAA regulation. Lionbridge's BAA provided to all interpreters covers:</p> <ul style="list-style-type: none"> • Definition of PHI/PII • Prohibited uses and disclosures of PHI/PII • Safeguards required for protecting PHI/PII • Privacy obligations • Compliance with HIPAA Provisions
Exhibit A-1, 1.3.2.1	<p>100% of Lionbridge's VRI services will be performed from a professional office-based facility and are monitored by our account management team. Lionbridge OPI services will be provided through either professional home-based offices or from our call center.</p> <p>For telephonic interpreters that provide services from their home-based offices, Lionbridge will require them to sign their code of conduct certifying their home office is secure, quiet, and isolated. Lionbridge's quality assurance program will also be live monitoring calls to verify that a home-based interpreter has no background noise, distractions, and is professional. Violators will be subject to termination. This process is the same for both off-shore and on-shore linguists.</p>
Master Contract, 5.4 Master Contract, 5.7 Master Contract, 7.4 Exhibit A-1, 3.6	<p>OPI is accessed via telephone and can only be initiated by the Washington caller. Lionbridge does not record or store any calls with our customers in order to remain compliant with privacy and HIPAA regulations.</p> <p>A VRI is initiated by the end-user. That call request passes through Washington's firewall and into the internet. From there, it passes through a Video firewall directly into our secure data center. The call request is routed from the data center to the interpreter's work station, where they answer the call. The calls are completely encrypted end-to-end, meaning communication remains exclusively with our data center. Absolutely no VRI calls are recorded.</p>
Master Contract, 7.5	<p>Lionbridge's technology, experience, and processes guarantee that Washington that regardless of any emergency, public health crisis, or disaster, our interpretation services will continue to be provided without any lapse in coverage. In fact, both the Department of Homeland Security and the Federal Emergency Management Agency (FEMA) have trusted Lionbridge to provide over the phone interpretation in emergency or natural disaster scenarios.</p>

	<p>Lionbridge will also provide notifications to Washington authorized individual via phone/email before, during, and after any service-related emergency 24/7/365 via our emergency notification system.</p> <p>Lionbridge is able to provide coverage through any natural disaster or emergency through our advanced Twilio telephonic platform and national pool of resources that mitigates any local impact on interpreter availability. Twilio is hosted on Amazon Web Services and disaster recovery is managed by Amazon via multiple redundancy zones. AWS spans multiple geographic regions and Availability Zones, which allow Twilio servers to remain resilient in the event of most failure modes, including natural disasters or system failures. Environmental systems are designed to minimize the impact of disruptions to customer operations. In addition, each AWS data center has independent power grids, as well as redundant power, HVAC and fire suppression systems.</p> <p>The AWS data centers use state-of-the-art practices for fault tolerance at each level of the system infrastructure, including Internet connectivity, power and cooling. Twilio maintains redundant inbound and outbound connectivity with multiple network carriers and real-time systems to dynamically route each call or message via the carrier with the best connectivity at any point in time, responding automatically to carrier availability and reliability. Twilio's software redundant infrastructure can also detect and route around issues experienced by hosts or even whole data centers in real time. Hot data backups ensure that no data is lost in the handoff process and backups are replicated across multiple regions in the U.S.</p>
Call Connectivity	
Exhibit A-2	<p>Lionbridge will maintain compliance with the speed and connectivity requirements stated within the RFP by offering Washington with access to a network of over 10,000 qualified, trained, and experienced telephonic interpreters, and over 3,000 video interpreters available 24/7/365.</p> <p>Over 98.5% of all Lionbridge calls are answered within 30 seconds or less in 2019, with over 99.5% of Spanish requests fulfilled and over 98% fulfilled across all 380 languages.</p> <p>Lionbridge's two-week sprint recruitment methodology, coordinated between the Contract Manager and the resource team, will ensure that resources are in place and the connection time requirement is consistently met.</p> <p>Step 1: Collect Performance Data</p> <ul style="list-style-type: none"> • Collect and evaluate performance data from the State of Washington contract, including connection times, fulfillment rates, and peak times of usage.

	<p>Step 2: Analyze Performance</p> <ul style="list-style-type: none"> Contract Manager and Resource Team determine any Washington-specific needs, including additional resources, prioritization of calls, and additional training for interpreters. <p>Step 3: Recruit and Monitor</p> <ul style="list-style-type: none"> Contract Manager and Resource Team will: <ul style="list-style-type: none"> Recruit additional resources (linguists) Monitor performance statistics to see if there is notable improvement <p>Should Lionbridge fall out of compliance with connectivity requirements, Lionbridge will take the following corrective action:</p> <ul style="list-style-type: none"> Analyze connection times for all languages and determine which language requires connection time improvement. Recruit additional interpreters in the appropriate languages. Examine the current shift schedules and make adjustments around Washington "peak times" to lower connection time. Communicate with Washington our corrective action plan and provide regular connection time stats that show measurable improvement until compliance is restored.
Video Remote Interpreter Services Application	
Exhibit A-2, 3	<p><u>How to Access Services</u></p> <p>Lionbridge's VRI services will be accessible via any video-capable computer, smartphone, or tablet.</p> <p>Lionbridge provides the State of Washington with safeguards from both a personnel and technology perspective to verify that our VRI services are compliant with HIPAA regulation.</p> <p>In order to ensure that our VRI services provided to the State of Washington are entirely HIPAA compliant, our platform connects Washington callers to 100% medically certified and professional interpreters who have undergone the training described above and meet the minimum qualifications:</p> <ul style="list-style-type: none"> Have at least three years of professional interpretation experience Hold national or state equivalent certification Successfully completed a 40-hour medical training course, including medical terminology Are HIPAA Certified by completing the advanced HIPAA training course and test

From a technology perspective, all VRI calls are encrypted end-to-end to ensure HIPAA compliance. Encryption keys are one-time session keys for each call. This ensures both the call setup and media of the video and audio calls will be at minimum 128bit encrypted over the Internet.

Lionbridge's VRI services will be accessible via any video-capable computer, smartphone, or tablet with no additional equipment required. This will ensure that our VRI services will operate easily and interface within any existing technology system, equipment, and internet platform that the state currently utilizes.

No downloading of software or proprietary hardware will be required to access VRI services. Mobile phone and smart device users will, however, be required to download our app in order to access our VRI services. All VRI services can be accessed via video-capable smart devices.

Please see below for different hardware, operating system, and browser requirements to access our VRI services.

Platform	Operating System	Supported Browsers	Hardware Requirements
Microsoft Windows	<ul style="list-style-type: none"> • Windows 7 (32 and 64 bit)** • Windows 8.x: (32 and 64 bit) • Windows 10: (32 and 64 bit) 	Google Chrome Mozilla Firefox Internet Explorer Microsoft Edge	<ul style="list-style-type: none"> • 2nd Generation Intel Core i3 or later type CPU • 4 GB of RAM; Free physical 2 GB; Free disk space 1 GB • USB 2.0 for USB camera and audio devices
Apple	ios 9 or later	Native App	<ul style="list-style-type: none"> • iPad 2,3,4, Air,Air2, Pro (9.7 &12.9) and iPad • iPad Mini 2 or later • iPhone 5 or later
Android	5.0 (Lollipop) or later	Native app	<ul style="list-style-type: none"> • Samsung Tablets • Samsung Smartphones

	<p>No additional sound or video equipment, outside of what is already provided with the platforms in the chart above, will be required to access Lionbridge's VRI services.</p> <p>All video calls are encrypted end-to-end to ensure HIPAA compliance. Encryption keys are one-time session keys for each call. This ensures both the call setup and media of the video and audio calls will be at minimum 128bit encrypted over the Internet.</p> <p>When using VRI, several performance standards must be met, including the delivery of high-quality video images over a reliable internet connection large enough to display both the interpreter and patient's face, arms and hands, a clear transmission of sound as well as adequate staff training for both setup and operation.</p> <p>In addition, VRI must meet both guidelines set forth by the Americans with Disabilities Act (ADA) and the requirements for VRI technology and equipment established by the National Association of the Deaf (NAD). The ADA states that "a public accommodation shall take those steps that may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services...the term 'auxiliary aids and services' includes qualified interpreters on-site or through video remote interpreting (VRI) services...", meaning that hospitals and health systems provide language services and maintain ADA compliance through the use of VRI.</p> <p>Lionbridge's VRI services are accessed using any video-capable laptop or smart device by following just four easy steps.</p> <p>No technical expertise is needed, and the process is kept as streamlined and simple as possible for Washington callers.</p> <ol style="list-style-type: none"> 1. Visit VRI website/application 2. Enter login credentials (provided by Lionbridge Contract Manager) 3. Select language required <p>Connect to interpreter within seconds</p> <p>All of Lionbridge's VRI calls are encrypted from end to end and do not impede the quality of video or audio quality.</p> <p>Each Video Interpreting App on a network requires at least 512 kbps of bandwidth. The Video App uses congestion control to determine what bandwidth is available on the network and will negotiate up or down depending the connection quality. The video and audio session is</p>
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	<p>secured with end-to-end encryption. Encryption keys are one-time session keys for each call.</p> <p>All of Lionbridge's VRI interpreters will be located within secure onshore call centers and operating within our own infrastructure, ensuring that all interpreters are providing services from within our network.</p> <p>Lionbridge's VRI services comply with OCIO Standard 141.10 by not recording or storing any customer data, encrypting video calls from end-to-end, and requiring that Washington callers enter their designated ID and password in able to access our VRI services.</p> <p>In order to access Lionbridge's VRI services, Washington callers will need to enter their designated login ID ad password before proceeding. Lionbridge's VRI services, and our video interpreters, cannot be accessed without Washington DES callers first entering their login ID and password.</p>
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Exhibit B-3**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.

#	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	98	98
3	Somali	98	98
4	Vietnamese	168	168
5	Arabic	168	168
6	Korean	98	98
7	Amharic		
8	Mandarin	168	168
9	Farsi		
10	Cantonese	168	168
11	Tigrinya		
12	Punjabi		
13	Ukrainian		
14	Cambodian (Khmer)		
15	Burmese	84	84
16	Swahili	84	84
17	French	84	84
18	Dari		
19	Nepali	98	98

20	Tagalog	98	98
21	Marshallese		
22	Tigrigna (Eritrea)		
23	Oromo (Oromifa)		
24	Karen	84	84
25	Chinese		
26	Portuguese	98	98
27	Laotian		
28	Chuukese (Trukese)		
29	Mongolian		
30	Romanian		
31	Bosnian	84	84
32	Oromo (Ethiopia)		
33	Japanese	84	84
34	Turkish		
35	Urdu		
36	Kinya/Rwanda		
37	Thai		
38	Hindi		
39	Pashto		
40	Kurdish		
41	Haitian Creole		
42	Samoan		
43	Lingala		
44	Kirundi		
45	Brazilian Portuguese		
46	Pashto (Afghanistan)		
47	Armenian	84	84
48	Bengali	84	84
49	Hmong	84	84
50	Croatian		
51	Filipino		
52	Soninke		
53	Albanian		
54	Kunama		
55	Mixteco		
56	Polish	84	84
57	Mam		
58	Tamil		
59	Ilocano		
60	Bulgarian		

61	Chin-Hahka		
62	Maay Maay		
63	Sudanese		
64	French Creole	84	84
65	Indonesian		
66	Mien		
67	Persian		
68	Toishanese (Toishan, Toisanese)		
69	Serbo-Croatian		
70	Wolof		
71	Dinka		
72	Telugu		
73	Gujarati		
74	Nuer		
75	Karenni		
76	Kanjobal		
77	Malay		
78	Sudanese Arabic		
79	Italian		
80	Kurdish-Sorani		
81	Mandinka (Mandingo)		
82	Tongan		
83	Chuukese		
84	Taishanese		
85	Ewe		
86	Greek		
87	Chin-Tedim		
88	Czech		
89	Visayan-Cebuano		
90	German		
91	Rohingya		
92	Serbian		
93	Mixteco Bajo		
94	Uzbek		
95	Fulani		
96	Khmer		
97	Taiwanese		
98	Chin-Zo		
99	Hungarian		
100	Chin (Hakha)		
101	Portuguese-Brazilian		

102	Twi		
103	Moldavian		
104	Bambara		
105	Yoruba		
106	Hebrew		
107	Iraqi Arabic		
108	Tibetan		
109	Quiche		
110	Ethiopian		
111	Igbo		
112	Mandingo		
113	Arabic-Egyptian		
114	Azerbaijani		
115	Chin		
116	Fuzhou		
117	Assyrian		
118	Egyptian Arabic		
119	Levantine Arabic		
120	Arabic-Iraqi		
121	Kikuyu		
122	Shanghainese		
123	Kosraean		
124	Toisan		
125	Akan		
126	Marathi		
127	Pohnpeian		
128	Georgian		
129	Hausa		
130	Kurdish-Kurmanji		
131	Moroccan Arabic		
132	Sundanese		
133	Kiswahili		
134	Krio - Sierra Leonian		
135	Lithuanian		
136	Malayalam		
137	Norwegian		
138	Dutch		
139	Fijian		
140	K'ichi' (Quiche)		
141	Luganda		
142	Moroccan		

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

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

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' (claim 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 (claim) 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 (claim), \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this 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 (claim 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.

