

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.	06821
FourCorners Translation LLC PO Box 520151 Flushing, NY 11352	Amendment No.	01
	Effective Date	February 1, 2023

FIRST AMENDMENT
TO
STATEWIDE CONTRACT No. 06821
SPOKEN LANGUAGE INTERPRETER SERVICES
SCHEDULING AND COORDINATING SOFTWARE SCHEDULING & COORDINATING SOLUTION

This First Amendment (“Amendment”) to Contract No. 06821 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and FourCorners Translation LLC, a Limited Liability Company (“Contractor”) and is dated as of February 1, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 06821 for Spoken Language Interpreter Services Scheduling and Coordinating Software Scheduling & Coordinating Solution dated effective as of February 1, 2022 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T


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

1. **ECONOMIC PRICE ADJUSTMENT.** Pursuant to section 3.3 of the Contract, the pricing for the services is hereby amended by deleting the existing Exhibit B – Pricing in its entirety and inserting the attached Exhibit B – Pricing (February 1, 2023). These prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index: 10.5% PPI series ENUUS00040554193. The Contract pricing for the services is hereby amended by deleting the existing **Exhibit B – Pricing** in its entirety and inserting the attached **Exhibit B – Pricing** (dated February 1, 2023). As of the effective date of this Amendment, these prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index: 10.5% PPI series ENUUS00040554193.

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

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

**FOURCORNERS TRANSLATION LLC,
A LIMITED LIABILITY COMPANY**

By: 
 Name: Omid Jafarzadeh
 Title: Managing Director
 Date: 7/20/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Tim Foitzik
 Title: Procurement Supervisor
 Date: 7/20/2023

PRICING

<i>Purchaser Set Appointments</i>			
Category	Line Item	Cost (\$)	Minute
1A	In-Person Interpreting Services – mark up from CBA	\$8.84	Per hour
1B	Telephonic Interpreting Services	\$0.94	Per minute
1C	Video-Remote Interpreting services – first 10 minutes	\$3.87	First 10 minutes
1D	Video-Remote Interpreting services – each additional minute	\$0.99	Per minute

<i>Contractor Set Appointments</i>			
Category	Line Item	Cost (\$)	Minute
2A	In-Person Interpreting Services – mark up from CBA	\$16.58	Per hour
2B	Telephonic Interpreting Services	\$0.99	Per minute
2C	Video-Remote Interpreting services – first 10 minutes	\$3.92	First 10 minutes
2D	Video-Remote Interpreting services – each additional minute	\$1.05	Per minute

For clarification purposes regarding a mark-up from CBA, mark-up refers to the value that a contractor adds to the cost price of any service. The value added is called the mark-up. A mark-up is added into the CBA cost by the contractor of any service to cover the costs of doing business and create a profit. The mark-up added to the cost price equals total price.

Example: For a purchase set appointment for in-person interpreting service, the Contractor will charge the mark up from CBA listed in 1A \$8.84 per hour to the then current minimum CBA rate. In this pricing example the service was provided in July 2023 when the CBA rate was \$46.09 per hour. The rate charged for the services would be \$54.93 per hour.

Finally, pursuant to the Collective Bargaining Agreement for Language Access Providers (WFSE), certain Washington State Agencies are obligated to compensate interpreters pursuant to the Collective Bargaining Agreement (“CBA”). The State of Washington Office of Financial Management (OFM) maintains all Collective Bargaining Agreements. Visit OFM’s website to view CBA for year [2019-21](#), year [2021-23](#) and year [2023-25](#). See RCW 41.56.510. In addition to the entities listed in RCW 41.56.020, this chapter applies to the governor with respect to language access providers. Solely for the purposes of collective bargaining and as expressly limited under RCW 41.56.510 subsections (2) and (3) of this section, the governor is the public employer of language access providers who, solely for the purposes of collective bargaining, are public employees. The governor or the governor's designee must represent the public employer for bargaining purposes.

06821 First Amendment_Four Corners

Final Audit Report

2023-07-20

Created:	2023-07-20
By:	Chelsea Clark (chelsea.clark@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi01snd85wnNbQvMODrhr4_UsQCv7Q1LG

"06821 First Amendment_Four Corners" History

-  Document created by Chelsea Clark (chelsea.clark@des.wa.gov)
2023-07-20 - 10:09:21 PM GMT
-  Document emailed to Tim Foitzik (Tim.Foitzik@des.wa.gov) for signature
2023-07-20 - 10:31:55 PM GMT
-  Email viewed by Tim Foitzik (Tim.Foitzik@des.wa.gov)
2023-07-20 - 10:32:17 PM GMT
-  Document e-signed by Tim Foitzik (Tim.Foitzik@des.wa.gov)
Signature Date: 2023-07-20 - 10:32:50 PM GMT - Time Source: server
-  Agreement completed.
2023-07-20 - 10:32:50 PM GMT

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	06821
FourCorners Translation LLC PO Box 520151 Flushing, NY 11352	Amendment No.:	2
	Effective Date:	September 8, 2023

**SECOND AMENDMENT
TO
CONTRACT No. 06821
SPOKEN LANGUAGE INTERPRETER SERVICES – IPI, OPI, AND VRI (CBA)**

This Second Amendment (“Amendment”) to Contract No. 06821 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 FourCorners Translation LLC, a Limited Liability Company (“Contractor”) and is dated and effective as of September 8, 2023.

R E C I T A L S

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 06821 dated effective as of February 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract on February 1, 2023 for an economic price adjustment.
- C. The Parties now desire to amend the Contract to revise Section 14 Social Service Appointment Mileage Pilot to allow travel reimbursement below 20 miles one way.
- D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T


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

1. MILEAGE/TRAVEL REIMBURSEMENT. Section 14 of the Contract (Social Service Appointment Mileage Pilot) is hereby amended by deleting the existing Section 14(a) and Section 14(b) in its entirety and inserting the following in lieu thereof:
 - a) DSHS and DCYF will pay Contractor mileage when the following criteria are met:
 1. The language access provider travels from their home or place of business to a social service appointment, from one social service appointment to another, or from a social service appointment to their home or place of business, and the travel is equal or less than twenty (20) miles one way; and


2. The language access provider submits a complete request for mileage reimbursement.
- b) Contractor shall be entitled to tolls, parking and/or travel (lodging, meals, and time) reimbursement. Reimbursement rates shall be based on the Washington State Office of Financial Management (OFM) per diem rates.
1. Mileage must not to exceed 20 miles one way to an appointment. If mileage exceeds 20 miles, Contractor shall obtain prior written authorization from Purchaser.
 2. Contractor shall, upon request by Purchaser, provide receipt or proof of transaction of any tolls and/or parking costs incurred by interpreter.
 3. Contractor shall pass through travel compensation to interpreter if Purchaser, at Purchaser's discretion, approves travel compensation when an interpreter is required to travel to an appointment. At Purchaser's discretion, Purchaser may elect to compensate interpreters for miles traveled, time traveled, or both. Time traveled shall be compensated at the interpreter Hourly Service Rate, in 15-minute increments, and agreed to prior to appointment acceptance, if additional miles or hours are required, that is the interpreters' risk. Travel compensation is not available if appointments are longer than 7 hours in length.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

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

FOURCORNERS TRANSLATION, A LIMITED LIABILITY COMPANY

By: 
Omid Jafarzadeh (Sep 21, 2023 13:13 EDT)
Name: Omid Jafarzadeh
Title: Managing Director
Date: 9/21/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 9/19/2023







06821 Second Amendment - FourCorners Translation

Final Audit Report

2023-09-21

Created:	2023-09-20
By:	Chelsea Clark (chelsea.clark@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAptjBnkpPkAwYL1EDR6sqqIPRMmOuCKwp

"06821 Second Amendment - FourCorners Translation" History

-  Document created by Chelsea Clark (chelsea.clark@des.wa.gov)
2023-09-20 - 3:53:48 PM GMT
-  Document emailed to omid@fourcornerstranslation.com for signature
2023-09-20 - 3:54:36 PM GMT
-  Email viewed by omid@fourcornerstranslation.com
2023-09-21 - 3:39:01 PM GMT
-  Signer omid@fourcornerstranslation.com entered name at signing as Omid Jafarzadeh
2023-09-21 - 5:13:19 PM GMT
-  Document e-signed by Omid Jafarzadeh (omid@fourcornerstranslation.com)
Signature Date: 2023-09-21 - 5:13:21 PM GMT - Time Source: server
-  Agreement completed.
2023-09-21 - 5:13:21 PM GMT

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	06821
FourCorners Translation LLC PO Box 520151 Flushing, NY 11352	Amendment No.:	3
	Effective Date:	October 9, 2023

**THIRD AMENDMENT
TO
CONTRACT No. 06821
SPOKEN LANGUAGE INTERPRETER SERVICES – IPI, OPI, AND VRI (CBA)**

This Third Amendment (“Amendment”) to Contract No. 06821 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 FourCorners Translation LLC, a Limited Liability Company (“Contractor”) and is dated and effective as of October 9, 2023.

R E C I T A L S

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 06821 dated effective as of February 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract on February 1, 2023, for an economic price adjustment.
- C. The Parties previously amended the Contract on September 8, 2023, to revise Section 14 Social Service Appointment Mileage Pilot to allow travel reimbursement below 20 miles one way.
- D. The Parties now desire to amend the Contract to revise Section 14 Social Service Appointment Mileage Pilot to remove the second amendment’s modification to the travel reimbursement, and return the language to its original form.
- E. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

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

- 1. MILEAGE/TRAVEL REIMBURSEMENT. Section 14 of the Contract (Social Service Appointment Mileage Pilot) is hereby amended by deleting the existing Section 14(a) and Section 14(b) in its entirety and inserting the following in lieu thereof:
 - a) DSHS and DCYF will pay Contractor mileage when the following criteria are met:

1. The language access provider travels from their home or place of business to a social service appointment, from one social service appointment to another, or from a social service appointment to their home or place of business, and the travel is more than twenty (20) miles one way; and
 2. The language access provider submits a complete request for mileage reimbursement.
- b) The travel premium applies for travel beyond the first twenty (20) miles one way and is paid according to the OFM-approved mileage rate.
- c) Please refer to the [Collective Bargaining Agreement \(CBA\) for Language Access Providers \(WFSE LAP\)](#) for specific details regarding mileage/travel reimbursement. If the WFSE LAP CBA has more specific travel terms, such travel terms shall supersede any conflicting terms in this Master Contract.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

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

**FOURCORNERS TRANSLATION LLC,
A LIMITED LIABILITY COMPANY**

By: *Omid Jafarzadeh*
Omid Jafarzadeh (Oct 16, 2023 12:22 EDT)
Name: Omid Jafarzadeh
Title: Managing Director
Date: 10/16/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 10/12/2023







06821 Third Amendment - FourCorners Translation

Final Audit Report

2023-10-16

Created:	2023-10-16
By:	Chelsea Clark (chelsea.clark@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuwz2kDMpxZIVV4uPqnC8F9-ror7BezBV

"06821 Third Amendment - FourCorners Translation" History

-  Document created by Chelsea Clark (chelsea.clark@des.wa.gov)
2023-10-16 - 3:54:43 PM GMT
-  Document emailed to omid@fourcornerstranslation.com for signature
2023-10-16 - 3:55:16 PM GMT
-  Email viewed by omid@fourcornerstranslation.com
2023-10-16 - 4:18:43 PM GMT
-  Signer omid@fourcornerstranslation.com entered name at signing as Omid Jafarzadeh
2023-10-16 - 4:22:14 PM GMT
-  Document e-signed by Omid Jafarzadeh (omid@fourcornerstranslation.com)
Signature Date: 2023-10-16 - 4:22:16 PM GMT - Time Source: server
-  Agreement completed.
2023-10-16 - 4:22:16 PM GMT