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| State of Washington<br>Contracts & Procurement Division<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |                  |
|  | Contract No.              | 06821            |
| FourCorners Translation LLC<br>PO Box 520151<br>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.

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| State of Washington<br>Contracts & Procurement Division – Internal Contracts<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |                   |
|   | Contract No.:             | 06821             |
| FourCorners Translation LLC<br>PO Box 520151<br>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

|   |                           |                 |
|---|---------------------------|-----------------|
| State of Washington<br>Contracts & Procurement Division – Internal Contracts<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |                 |
|   | Contract No.:             | 06821           |
| FourCorners Translation LLC<br>PO Box 520151<br>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: *[Signature]*  
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: 10/12/2023

|  |                           |              |
|--|---------------------------|--------------|
| State of Washington<br>Contracts & Procurement Division<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |              |
|  | Contract No.:             | 06821        |
| FourCorners Translation LLC<br>P.O. Box 520151<br>Flushing, NY 11352   | Amendment No.:            | 04           |
|  | Effective Date:           | June 1, 2024 |

**FOURTH AMENDMENT  
TO  
CONTRACT NO. 06821  
SPOKEN LANGUAGE INTERPRETER SERVICES - IPI, OPI, AND VRI (CBA)**

This Fourth 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 as of June 1, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 06821 for Spoken Language Interpreter Services – IPI, OPI, and VRI (CBA) dated effective as of February 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract as follows:
  - i. By instrument titled First Amendment to contract (dated February 1, 2023) to provide an economic price adjustment; and
  - ii. By instrument titled Second Amendment to contract (dated September 8, 2023) to revise Section 14 of the contract; and
  - iii. By instrument titled Third Amendment to contract (dated October 9, 2023) to revise Section 14 of the contract.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

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

- 1. **ECONOMIC ADJUSTMENT.** Exhibit B – Prices is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices.

2. ECONOMIC ADJUSTMENT LANGUAGE. Section 3.3 – Economic Adjustment is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

3.3. Economic Adjustments. Beginning June 1, 2024, the Contractor's rates for services will be based on percentage markups of the Collective Bargaining Agreement rates as set and agreed upon by the Contractor in Exhibit B - Prices. These percentage markups are for the life of the Contract and will not be changed. The CBAs are available on the Washington State Office of Financial Management website (<https://ofm.wa.gov/state-human-resources/labor-relations/collectivebargaining-agreements>).

3. NONDISCRIMINATION. The following provision is added as a new subsection of the Contract in the General Provisions section:

20.24. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the

replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. 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.
6. 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.
7. 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.
8. 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**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: 

Name: Omid Jafarzadeh

Name: Tim Foitzik

Title: Managing Director

Title: Procurement Supervisor

Date: 6/27/2024

Date: 06/25/2024

## PRICING

| <i>Purchaser Set Appointments</i> |   |                           |
|-----------------------------------|---|---------------------------|
| <b>Category</b>                   | <b>Line Item</b>  | <b>Percentage Mark-up</b> |
| 1A                                | In-Person Interpreting Services                             | 19%                       |
| 1B                                | Telephonic Interpreting Services                            | 42%                       |
| 1C                                | Video-Remote Interpreting services – first 10 minutes       | 22%                       |
| 1D                                | Video-Remote Interpreting services – each additional minute | 55%                       |

| <i>Contractor Set Appointments</i> |   |                           |
|------------------------------------|---|---------------------------|
| <b>Category</b>                    | <b>Line Item</b>  | <b>Percentage Mark-up</b> |
| 2A                                 | In-Person Interpreting Services                             | 36%                       |
| 2B                                 | Telephonic Interpreting Services                            | 50%                       |
| 2C                                 | Video-Remote Interpreting services – first 10 minutes       | 23%                       |
| 2D                                 | Video-Remote Interpreting services – each additional minute | 64%                       |

| <i>Block Appointments</i> |                                 |                           |
|---------------------------|---------------------------------|---------------------------|
| <b>Category</b>           | <b>Line Item</b>                | <b>Percentage Mark-up</b> |
| 3A                        | In-Person Interpreting Services | 27%                       |

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 percentage mark up from CBA listed in 1A 19% 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 \$54.85 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 the current year.](#) 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.

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| State of Washington<br>Contracts & Procurement Division<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |                   |
|  | Contract No.:             | 06821             |
| FourCorners Translation, LLC<br>P.O. Box 520151<br>Flushing, NY 11352  | Amendment No.:            | 05                |
|  | Effective Date:           | September 1, 2024 |

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

This Fifth 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 New York limited liability company (“Contractor”) and is dated as of September 1, 2024.

**RECITALS**

- 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 as follows:
  - (1) By instrument titled First Amendment to Contract (dated February 1, 2023) to provide an economic price adjustment; and
  - (2) By instrument titled Second Amendment to Contract (dated September 8, 2023) to revise Section 14 of the contract; and
  - (3) By instrument titled Third Amendment to Contract (dated October 9, 2023) to revise Section 14 of the contract; and
  - (4) By instrument titled Fourth Amendment to Contract (dated June 1, 2024) to provide an economic price adjustment.
- C. The Parties now desire to amend the Contract to include a ‘pay equality provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- D. The amendment set forth herein is within the scope of the Contract.

**AGREEMENT**

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


1. PAY EQUALITY. The following provision is added to the end of section 20 (General Provisions) as a new subsection:

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


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 NEW YORK LIMITED LIABILITY COMPANY**

By:   
Name: Omid Jafarzadeh  
Title: Managing Director  
Date: 10/25/2024

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: 10/24/2024