



**MASTER CONTRACT**

**No. 06821**

**SPOKEN LANGUAGE INTERPRETER SERVICES  
SCHEDULING AND COORDINATING SOFTWARE SCHEDULING & COORDINATING SOLUTION**

*For Use by Eligible Purchasers*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

**FOURCORNERS TRANSLATION, LLC.**

Dated: February 1, 2022

**MASTER CONTRACT**

**No. 06821**

**SPOKEN LANGUAGE INTERPRETER SERVICES  
SCHEDULING AND COORDINATING SOFTWARE SCHEDULING & COORDINATING SOLUTION**

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 FourCorners Translation, LLC., a New York State company (“Contractor”) and is dated and effective as of February 1, 2022.

**RECITALS**

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Washington state agencies, in administering and delivering their various programs, utilize qualified interpreters to provide spoken language interpreter services (“Interpreter Services”) for their clients who either may not speak English or have Limited English Proficiency. The State’s need for such Interpreter Services has increased, resulting in difficulty coordinating and scheduling Interpreter Services. This tension is further compounded in high demand locations or in rural areas whether access to in person Interpreter Services or Interpreter Services for languages of lesser diffusion are not common.
- C. Pursuant to Legislative direction, Enterprise Services, on behalf of the State of Washington, issued Competitive Solicitation No. 06821, dated June 18, 2021, seeking competitive bids to:
  - 1. Provide, implement, and maintain a cloud-based software Scheduling & Coordinating Solution to schedule, coordinate, and manage spoken language interpreter services (“Scheduling & Coordinating Solution for Interpreters”) that may be used by all Washington state agencies and other eligible purchasers and that is open to all certified or qualified interpreters; and
  - 2. Contract with certified/qualified interpreters, consistent with then current applicable Collective Bargaining Agreement for Language Access Providers (WFSE) published by Office of Financial Management (OFM), to provide:
    - a) In person Interpreter Services;
    - b) Over the Phone (aka telephonic) Interpreter Services; and
    - c) Video remote Interpreter Services

as needed by eligible purchasers to meet their Limited English Proficiency (“LEP”) client needs for interpreter services for the languages identified in *Exhibit B4 Languages Requested in Washington*, including ‘high demand’ languages as well as ‘languages of lesser diffusion.’

- 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 seventy-two (72) months, commencing February 01, 2022 and ending February 29, 2028. Appointment requests will not be allowed to be submitted or accepted until March 28, 2022.
- 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 – Included Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Services*.
- 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 the 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 twelve (12) months after the effective date of this Master Contract, and every twelve (12) months thereafter, Enterprise Services shall adjust the prices set forth in Exhibit B – Prices, 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. All calculations for the index shall be based upon the latest version of data published as of March 15, 2022. Prices shall be adjusted effective February 1, 2023. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Master Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

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

Index: Average Weekly Wage in Private NAICS Translation and Interpreter services 54193, Series ID ENUUS00040554193

- 3.4. **PRICE CEILING.** Although Contract economic adjustment or 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 – 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. **QUALITY SERVICES.** Contractor represents and warrants that any services provided pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, and shall be delivered in full compliance with applicable law. Contractor further represents and warrants the services provided are free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **CONTRACTUAL PERFORMANCE.** Contractor represents and warrants that, in performing this Master Contract, Contractor shall:
- (a) Obtain and maintain all necessary licenses, certifications, permits, patents, or other authorizations necessary for Contractor's performance of this Master Contract;
  - (b) Perform Contractor's obligations in a timely and professional manner consistent with best commercial practices that meet or exceed the performance and operational specifications, requirements, and standards included in this Master Contract and provide all contractual requirements in good quality with no material defects;
  - (c) If utilizing subcontractors, be fully responsible for such subcontractors;
  - (d) While on State or Purchaser premises, comply with all State or Purchaser, as applicable, fire, access, safety, and other security requirements and not interfere with the State's or Purchaser's operations;
  - (e) Comply with all Washington State physical and IT security policies and standards which will be made available to Contractor upon request; and
  - (f) Cooperate with Enterprise Services to achieve the objectives of this Master Contract and provide Enterprise Services priority in the implementation and performance of this Master Contract.

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

- 4.5. **EXPERTISE & EXPERIENCE.** Contractor represents and warrants that it is in the business of providing the services set forth in this Master Contract and that it has the experience and expertise to perform the same in a competent and professional manner, and in accordance with the highest professional standards.
- 4.6. **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.

- 4.7. 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.
- 4.8. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.9. 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.
- 4.10. WASHINGTON'S ELECTRONIC BUSINESS SCHEDULING & COORDINATING SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Scheduling & Coordinating 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.
- 4.11. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.12. 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 Scheduling & Coordinating 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.

- 4.13. 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; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Master Contract for the sixty (60) day period immediately before such transition.
- 4.14. COVID-19 VACCINATION VERIFICATION. Contractor represents and warrants that, Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021). Contractor further represents and warrants that Contractor:
- (a) Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);
  - (b) Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
  - (c) Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
  - (d) Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
  - (e) Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
  - (f) Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who

so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and

- (g) Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

**5. CONTRACTOR'S SCHEDULING & COORDINATING SOLUTION FOR INTERPRETER SERVICES.** Contractor shall provide, implement, and maintain a cloud-based software Scheduling & Coordinating Solution to schedule, coordinate, and manage spoken language interpreter services ("Scheduling & Coordinating Solution") that may be used Purchasers, and that is open to all certified or qualified interpreters, to post and accept appointments for Interpreter Services and to schedule, coordinate, and manage such Interpreter Services.

5.1. SCHEDULING & COORDINATING SOLUTION FOR INTERPRETERS – PERFORMANCE REQUIREMENTS. Contractor's Scheduling & Coordinating Solution shall maintain real time information to enable varied Purchasers and Interpreters to utilize the Scheduling & Coordinating Solution efficiently and satisfy the performance requirements set forth in this Master Contract.

5.2. SCHEDULING & COORDINATING SOLUTION FOR INTERPRETERS – MODALITIES.

- (a) MODALITIES. Contractor's Scheduling & Coordinating Solution shall provide scheduling services for the following three modalities:
  - In-person interpreter services;
  - Over-the-phone (OPI) interpreter services; and
  - Video remote (VRI) interpreter services.

*Provided, however, that, regardless of the modality, the Interpreter Services must be provided through Interpreters as specified in this Master Contract.*

- (1) Regardless of modality, Purchasers may request the interpreter services through Contractor's Scheduling & Coordinating Solution, which shall schedule the in-person, OPI, or VRI interpreter services.
  - (2) Enterprise Services has an existing Master Contract for OPI and VRI Interpreter Services. See Master Contract No. 02819 Spoken Language Interpreter Services, Over the Phone, and Video Remote. Accordingly, the only Purchasers who will be permitted to utilize OPI and VRI Interpreter Services using Contractor's Scheduling & Coordinating Solution are Washington state agencies that are party to a CBA regarding interpreter Services. All other Purchasers must use Master Contract No. 02819 Spoken Language Interpreter Services, Over the Phone, and Video Remote for OPI and VRI Interpreter Services.
- (b) REMOTE INTERPRETER SERVICES – PRESCHEDULED. Contractor's Scheduling & Coordinating Solution shall provide options for prescheduled remote interpreter services for OPI and VRI.
  - (c) REMOTE INTERPRETER SERVICES – ON-DEMAND. Contractor may provide options for on-demand remote interpreter services for OPI and/or VRI. On-demand is defined as a service that Purchaser can use for interpreter services instantaneously when the need arises, and without pre-planning or prescheduling.



- (d) VRI APPLICATION. Contractor shall provide VRI services through a VRI application that is in compliance with the requirements of this Master Contract. Contractor shall ensure that its VRI application produces high quality images where the pixel resolution is at least at 720p. The VRI application shall produce sharp images that are large enough to display the Interpreter's face and shoulders, and the participating individual's face and shoulders.

5.3. ACCOUNT REGISTRATION & PROFILES FOR CONTRACTOR'S SCHEDULING & COORDINATING SOLUTION.

- (a) Purchaser Accounts. Contractor shall work with Purchasers to register Purchaser accounts, and maintain and keep current the same, consistent with this Master Contract. Such Purchaser Accounts shall identify:
  - Purchaser contact information
  - Whether the Purchaser is subject to an applicable Collective Bargaining Agreement pertaining to Interpreter Services;
- (b) Interpreter Accounts & Profiles. Contractor shall work with Interpreters to register Interpreter accounts and Interpreter profiles, and maintain and keep current the same, consistent with this Master Contract. Such Interpreter Accounts and Profiles shall identify the following:
  - Interpreter's contact information;
  - Interpreter's photograph;
  - Interpreter certifications;
  - Interpreter specialization, years of experience, gender, education, etc.
  - Whether the Interpreter is qualified as a Topic Specific Interpreter – i.e., an Interpreter with special expertise and skill desired by Purchasers, including, but not limited to, standard medical, specialized medical, legal, social service, corrections, and workers' compensation;
  - Whether the Interpreter is a Washington State Court-Certified Interpreters (information about the Court-Certified Interpreters is listed at the Washington State Administrative Office of the Courts);

5.4. TRAINING FOR CONTRACTOR'S SCHEDULING & COORDINATING SOLUTION.

- (a) Generally. Contractor shall provide current, up to date training resources pertaining to Contractor's Scheduling & Coordinating Solution. Such training resources shall be available, at no cost, in multiple formats including, but not limited to, in person and/or webinar trainings, short video clips, and written instructions.
- (b) TRAINING FOR PURCHASERS. Contractor will provide comprehensive training to all eligible purchaser under this contract. Contractor will provide Purchasers with a pre-recorded webinar that will walk the Purchasers through all the essential features of the Scheduling & Coordinating. When needed Contractor will schedule live webinars to train Eligible purchaser on how to use the Scheduling & Coordinating Solution and field including any questions or concerns they may have. Eligible purchasers that have technical non-specific appointment request related questions before or after attending a webinar will have an open invitation to contact our team 24/7/365. Contractor will continue to provide ongoing technical non-specific appointment request related support to all Eligible purchaser throughout the life of the contract, which will include all types of

customer support issues including technical ones. All training sessions will be provided free of charge. Training will cover but not be limited to the following:

- General overview of creating, cloning, editing, and canceling appointments.
- General overview of uploading documents.
- General overview of adding notes to an appointment.
- General overview of requesting preferred Interpreters.
- General overview of connecting to on-demand interpreters via OPI and VRI modalities.

- 1) Whenever a new iteration of the Scheduling & Coordinating Solution is released, contractor will email all Purchasers to announce the latest release and the features it contains. Contractor will create recorded webinars and make them available on contractors' website for all Purchasers to view at their convenience.

- (c) TRAINING FOR INTERPRETERS. Contractor will provide comprehensive training to all interpreters. Contractor will provide interpreters with a pre-recorded webinar that will walk the interpreter through all the essential features of the Scheduling & Coordinating Solution. When needed Contractor will schedule live webinars to train interpreters on how to use the Scheduling & Coordinating Solution and fields including any questions or concerns they may have. Interpreters that have appointment request related questions before, or after attending a webinar will have an open invitation to contact the contractor 24/7/365. Contractor will continue to provide ongoing support to all interpreters throughout the life of the Contract, which will include all types of customer support issues including technical ones. All training sessions will be provided free of charge. Training will cover but not be limited to the following:

- Accepting/Declining appointments.
- Viewing appointment details
- Recognizing the different notifications that will come to them from Scheduling & Coordinating Solution via email, text and pushed to our mobile app.
- Adding notes
- Canceling participation
- Invoicing

- 1) Contractor will email all interpreters when a new iteration of the Scheduling & Coordinating Solution is released to announce the latest release and the features it contains. Contractor will create recorded webinars and make them available on our website for all interpreters to view at their convenience. Schedulers will be available to interpreters to aid, when needed.

- 2) Contractor will ensure that all interpreters are well trained in the use of the Scheduling & Coordinating Solution for over-the-phone interpreting (OPI) and video-remote interpreting (VRI). As such, all interpreters will be required to attend one of our live training sessions, where Contractor will demonstrate OPI and VRI calls by conducting mock OPI/VRI sessions using

Scheduling & Coordinating Solution live in the session to provide the needed knowledge to accept/decline OPI/VRI calls on the Scheduling & Coordinating Solution using their own smartphones, tablets and/or computers. During training sessions, Contractor will be required to review Code of Ethics and proper protocol for interpreting for OPI/VRI calls.

- 3) As new updates are made to the Scheduling & Coordinating Solution, Contractor will accordingly revise the video tutorial to reflect those changes, so that all interpreters will have that information in real time. Contractor will send email notifications to alert all interpreter to new updates that affect their use of the Scheduling & Coordinating Solution and advise them to review the video tutorial or to call us with any questions they may have.
- 4) Once per quarter Contractor will send interpreters an email reminder to review their profile on the Scheduling & Coordinating Solution and make updates where needed. When the interpreter is initially onboarded to the Scheduling & Coordinating Solution, Contractor will be required to provide expiration dates of their certifications, Contractor will track and monitor when certifications will need to be renewed or recertified. Once per year, Contractor will require our interpreters to provide an updated CV (resume) to their profile on Scheduling & Coordinating Solution. Contractor will ensure that their information remains up to date because their physical address must match the address, Contractor have in accounting system from which checks are issued. Email and phone numbers are kept up to date because that information is necessary for the interpreters to receive email and text notifications from the Scheduling & Coordinating Solution. If an interpreter is not receiving notifications from the Scheduling & Coordinating Solution, it is an immediate red flag for the interpreter to update that information in the Scheduling & Coordinating Solution.
- 5) Contractor shall have an internal calendar that Contractor will use to mark all items that will need to be updated over time, including but not limited to, certifications, immunizations, background checks, etc. These items are marked on Contractor's calendar to notify us at least three (3) months in advance of their expiration, so that Contractor can have time to remind the interpreters to update those credentials.

5.5. CUSTOMER SERVICE FOR CONTRACTOR'S SCHEDULING & COORDINATING SOLUTION. 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, designated single point of contact, or a designated email. Purchasers and Interpreters may use such customer service support to report all issues related to this Master Contract.

5.6. COLLECTIVE BARGAINING AGREEMENTS (CBA) & CONTRACTOR'S SCHEDULING & COORDINATING SOLUTION. When required by Purchaser, Contractor shall cooperate with Purchaser and the State and shall comply with applicable Collective Bargaining Agreements (CBAs) for Interpreter Services (i.e., Language Access Providers).

- (a) Generally. Certain Purchasers who may wish to utilize Contractor's Scheduling & Coordinating Solution are subject to Collective Bargaining Agreements (CBAs) for Interpreter Services (i.e., Language Access Providers). Such CBAs impact the terms

and conditions pertaining to Interpreter Service for such Purchasers. The CBAs are available on the Washington State Office of Financial Management website (<https://ofm.wa.gov/state-human-resources/labor-relations/collective-bargaining-agreements>). The CBAs are subject to change on a bi-annual basis (beginning July 1<sup>st</sup> of odd-numbered years).

(b) Contractor Obligations.

- (1) For Purchasers that are subject to a CBA, unless otherwise directed by Purchaser in writing, Contractor shall ensure that Interpreter Services Appointments for such Purchasers adhere to the CBA terms.
- (2) During the term of this Master Contract, there is the potential for additional CBAs. In such event, Contractor shall collaborate with Enterprise Services to amend this Master Contract, if in Enterprise Services' judgment it is necessary to do so, and shall collaborate with applicable Purchasers to modify their accounts to adhere to such CBAs, if any.

(c) Purchaser Obligations.

- (1) Any Purchaser that is subject to a CBA for Interpreter Services shall identify Purchaser's CBA needs during Purchaser' account registration with Contractor.
- (2) In the event the applicable CBA is modified, amended, or otherwise changed, Purchaser promptly shall inform Contractor and adjust Purchaser's account as necessary or desired.

5.7. SERVICE CAPACITY, UTILIZATION, & FUNCTIONALITY FOR CONTRACTOR'S SCHEDULING & COORDINATING SOLUTION.

- (a) Contractor's Scheduling & Coordinating Solution shall be able to accommodate and adapt to increasing Purchaser demand while continuing to be in compliance with this Master Contract.
- (b) Unless requested by Purchaser, Contractor shall not require Purchasers or Interpreters to purchase special equipment or hardware to utilize Contractor's Scheduling & Coordinating Solution.
- (c) Contractor shall maintain sufficient staff and resources to customize Contractor's Scheduling & Coordinating Solution, as may be required, to stay compliant with this Master Contract. Purchasers, for example, may request adjustments, within the scope of this Master Contract, for their business requirements and Contractor shall be able to address these needs in a timely, customer-focused manner.

5.8. SYSTEM FUNCTIONALITY REQUIREMENTS FOR CONTRACTOR'S SCHEDULING & COORDINATING SOLUTION. Contractor's Scheduling & Coordinating Solution shall meet the Scheduling & Coordinating Solution functionality requirements:

- (a) Contractor shall ensure that Services provided through the Contractor's Scheduling & Coordinating Solution stay consistent with the latest technology and advancements in the industry.
- (b) 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 Master 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.

(c) Scheduling & Coordinating Solution Requirements:

<b>1</b>	<b>Category 1. General Requirements</b>
1.1	The scheduling and coordinating cloud-based software Scheduling & Coordinating Solution is ready to launch and requires minimal custom programming or redesign to meet Purchaser requirements.
1.2	Scheduling & Coordinating Solution shall operate on a variety of platforms. Scheduling & Coordinating Solution shall allow the Purchaser access through their smart phone, tablet, and PC.
1.3	Scheduling & Coordinating Solution shall include a mobile application feature that Purchasers and Interpreters can use to manage their appointments.
1.4	Scheduling & Coordinating Solution shall be intuitive, user friendly, and allow the Interpreter and Purchasers to use the Scheduling & Coordinating Solution without vendor assistance once training and/or knowledge transfer has occurred.
1.5	Scheduling & Coordinating Solution may automatically redistribute if an Appointment opens up due to cancellation by Interpreter.
1.6	Scheduling & Coordinating Solution shall be operable with web-based systems without downloading or installing stand-alone software or proprietary hardware onto individual computers.
<b>2</b>	<b>Category 2. Interpreter Features</b>
2.1	Scheduling & Coordinating Solution shall retain Interpreter Appointment details such as hours worked, Purchaser, rate of pay, etc.
2.2	Scheduling & Coordinating Solution mobile application for Interpreters shall include at a minimum a synchronized calendar feature, ability to receive Appointment notices, and allow for basic Appointment management features such as accepting Appointments.
2.3	Scheduling & Coordinating Solution allows Interpreter to upload documents such as certifications, identification photo, signed documents, and other materials related to their work and qualifications.
2.4	Scheduling & Coordinating Solution shall allow the Interpreter the ability to manage their account and appointments - accept, return, and cancel based on the requirements of this contract.

2.5	Scheduling & Coordinating Solution provides Interpreter the ability, at the end of an Appointment, to enter actual time and notes through their mobile application.
2.6	Scheduling & Coordinating Solution shall not allow Interpreters to schedule appointments that overlap.
2.7	Scheduling & Coordinating Solution has ability for Interpreter to notify Purchaser and Contractor of appointment status updates, if necessary. Such as in cases where Interpreter is running late, if the job ends early, or if location changed.
2.8	Scheduling & Coordinating Solution generates and sends Appointment reminders to Interpreters at staggered intervals generated by the Scheduling & Coordinating Solution.
2.9	Scheduling & Coordinating Solution displays picture of Interpreter in Interpreter Profile. Purchasers shall have ability to view to Interpreter's picture when setting appointment, and during appointment.
2.10	Scheduling & Coordinating Solution notifies interpreters through email and mobile application of new appointments and appointment updates.
2.11	Scheduling & Coordinating Solution shall include and track accuracy the in following fields in the Interpreter profiles. Name, gender, years of experience interpreting, years of experience with special topic, interpretation certifications and authorizations, CBA and non-CBA status as applicable, etc.
2.12	Scheduling & Coordinating Solution shall track and generate Appointments for Interpreters based on Interpreter credentials such as certifications, background checks, topic specific training, etc.
<b>3</b>	<b>Category 3. Purchaser Features</b>
3.1	Scheduling & Coordinating Solution shall have the following fields available to Purchaser when making Appointments: date of Appointment, service location (pre-populated and fill options), start time, end time, language (from a dropdown menu), type of appointment, interpreter gender, unique appointment identifier, ability to select a specific interpreter, select topic specific expertise compensation (from dropdown menu), include additional notes, and select for agency specific requirements such as security clearance levels (from drop down menu).
3.2	Scheduling & Coordinating Solution allows the Purchaser the ability to upload documents or materials for interpreter to review prior to appointment.

3.3	Scheduling & Coordinating Solution shall allow Purchaser flexibility to set reoccurring appointments, clone appointments, and reschedule an appointment.
3.4	Scheduling & Coordinating Solution has the ability for the Purchaser to customize Appointment parameters such as for cancellations, interpreter preferences, etc.
3.5	Scheduling & Coordinating Solution provides the ability for Purchaser to set different types of appointments, each with unique rules for compensation (Ex. CBA vs. Non-CBA), OPI or VRI, and other types of appointments.
3.6	Scheduling & Coordinating Solution shall contain appointment search feature. Search can be by date, location, client, and/or unique identifier.
3.7	Scheduling & Coordinating Solution shall have the ability to upload bulk appointments, such as through a CSV file. Scheduling & Coordinating Solution shall have ability to download and create appointments from Purchasers' bulk upload.
3.8	Scheduling & Coordinating Solution filters and generates Interpreter list by qualifications and geography as required by Appointment.
3.9	Scheduling & Coordinating Solution allows the capability for Purchaser administrator to set appointments on behalf of field staff.
3.10	Scheduling & Coordinating Solution has appointment close out features for Purchaser, which at minimum provides the ability to rate the experience. Features can also include the ability to enter final notes, view final costs, etc.
3.11	Scheduling & Coordinating Solution allows Purchaser to select Interpreter of their choice.
3.12	Scheduling & Coordinating Solution does not automate buffer times between appointments.
3.13	In addition to the data fields and information fields completed by Purchaser, Scheduling & Coordinating Solution shall also generate data points on the following information - Purchaser's information tied to the Appointment, actual start time, actual end time, unique identifier of Interpreter performing services, date and time of request, and Appointment status (completed, cancelled, rescheduled, etc.).
<b>4</b>	<b>Category 4. Remote Interpreting Services - Over the Phone (OPI) and Video Remote (VRI)</b>
4.1	Scheduling & Coordinating Solution has feature that allows the Purchaser to schedule over-the-phone interpreter services Appointments.

4.2	Scheduling & Coordinating Solution has feature that allows the Purchaser to schedule video-remote interpreter services Appointments.
4.3	Scheduling & Coordinating Solution has an application to provide over-the-phone connection that meets the security, privacy, and technology requirements of this contract. Application shall be available through the login on PC, phone, or tablet. Describe how Bidder administers the over the phone connection.
4.4	Scheduling & Coordinating Solution has an application to provide video remote connection that meets the security, privacy, and technology requirements of this contract. Application shall be available through the login on PC, phone, or tablet.
4.5	Contractor will provide an over the phone interpreter services application, which meets the security requirements of this Master Contract, is connected to the Scheduling & Coordinating Solution.
4.6	Contract video remote interpreter services application, which meets the security requirements of this Master Contract, is connected to the Scheduling & Coordinating Solution.
4.7	Scheduling & Coordinating Solution must have the option of disabling the VRI and Phone application(s) ability to record and produce transcription of the call.
4.8	Contractor shall have an operable OPI application within one year after the contract has been awarded. Application shall be in development during the one year, which shall in ensure security compliance with the contract and a roll out period.
4.9	Contractor shall have an operable VRI application in one year after the contract has been awarded. Application shall be in development during the one year, which shall in ensure security compliance with the contract and a roll out period.
4.10	Scheduling & Coordinating Solution has a feature that allows three-way calling over-the-phone interpreter services.
<b>5</b>	<b>Category 5. Administration and Management</b>
5.1	Scheduling & Coordinating Solution notifies Interpreter and Purchaser of any changes to Appointments made by either party through email, and/or application notification.
5.2	Scheduling & Coordinating Solution shall aggregate Interpreter review or feedback information and tags it to the Interpreter profile for Purchaser viewing. Review and feedback can be a 0–5-star rating method.
5.3	Scheduling & Coordinating Solution has that ability to keep track of the number of CBA defined and designated "Block Time" Appointments, for requesting Purchasers, with a limit of 5 appointments per month, per interpreter.



5.4	Scheduling & Coordinating Solution has ability to send out urgent or emergency Appointment notices to Interpreters.
5.5	Scheduling & Coordinating Solution shall allow for the ability to access the Scheduling system using single sign-on (SSO) authentication process.
5.6	Scheduling & Coordinating Solution connects to mapping feature to track mileage electronically. Must have the ability be disabled when necessary or requested.
5.7	Scheduling & Coordinating Solution shall only reveal the minimal details necessary about Appointment for Interpreter to make decision about accepting the Appointment. Once Interpreter accepts Appointment, full details about the Appointment can be revealed. Minimal details refer to Appointment date, location, length of time, Purchaser, and other such details required to make decision about Appointment.
5.8	Scheduling & Coordinating Solution shall include a calendar feature. Calendar feature allows Interpreter and Purchaser to view their appointment schedule on a daily, weekly, and monthly view. Calendar must also allow Interpreter to schedule vacations and set hours. Provide description of the calendar feature capabilities.
5.9	Scheduling & Coordinating Solution shall have capability to calculate mileage based on the most direct path between addresses and appointment locations.
5.10	Scheduling & Coordinating Solution shall be able to generate invoices.
5.11	Scheduling & Coordinating Solution shall ability to track appointments electronically in real time which includes features such as check-in, check-out, electronic signature, etc.
5.12	Scheduling & Coordinating Solution shall allow for future enhancements to be deployed and configured into the system without system downtime during extended business hours. (Extended business hours are 5am to 10pm PST all week.) If update requires downtime, Contractor must notify Enterprise Services and Purchasers, at least three weeks in advance. Must allow for future expansion and scalability.
5.13	Scheduling & Coordinating Solution provides an organized and intuitive user interface, with descriptive labels, valid value selection or text entry input, and appropriate error messaging.
5.14	Scheduling & Coordinating Solution provides configurable role (e.g., administrator, approver, customer, master user, scheduler, view, etc.) based security. View, insert, edit, and delete privileges and approvals are managed by permissions. Access to appointment management activities is restricted by role and/or

	permissions by user or role. Configuration changes can be completed with our change requests from the vendor. Provide details on configurable roles, for example does administrator include abilities to add, remove/deactivate, or update users, etc.
5.15	Scheduling & Coordinating Solution retains configuration settings related to business operations during application version upgrades.
<b>6</b>	<b>Category 6. Minimum Reporting Requirements</b>
6.1	Scheduling & Coordinating Solution provides a method for Purchasers to comply with Disposition Authority Number GS 01001 and GS 07003 in the State Government General Records Retention Schedule. Records must be retained for a full 6-year cycle. After the cycle is complete, the data is purged.
6.2	Scheduling & Coordinating Solution can produce aggregate data about Interpreter Appointment details in downloadable report format.
6.3	Scheduling & Coordinating Solution shall have the ability for Purchasers to download reports in an Excel format.
6.4	Scheduling & Coordinating Solution shall have reporting capabilities that capture interpreter name, ID of staff making Appointment, date Appointment was made, date of appointment, time of appointment, hourly cost, additional cost, final cost, language, topic specific expertise, location of appointment, fill rate, and interpreter payment.
<b>7</b>	<b>Category 7. Accessibility</b>
7.1	Scheduling & Coordinating Solution complies with the state of Washington accessibility standard: <a href="http://ocio.wa.gov/policy/minimum-accessibility-standard">http://ocio.wa.gov/policy/minimum-accessibility-standard</a>
7.2	Scheduling & Coordinating Solution provides a method to utilize currently available browser accessibility features (e.g., enlarging the font, changing the colors).
<b>8</b>	<b>Category 8. Scalability</b>
8.1	All version upgrades to the Scheduling & Coordinating Solution shall be included as part of the costs outlined in this solicitation.
8.2	Scheduling & Coordinating Solution has the ability to handle and adapt to high volume of appointments by multiple entities. [Capacity to handle at least 10,000 appointments a month.]
8.3	Scheduling & Coordinating Solution shall be enterprise-wide, scalable, and allow an unlimited number of transactions, Purchasers and Interpreters to use the Scheduling & Coordinating Solution.
<b>9</b>	<b>Category 9. Security</b>

9.1	Contractor application and Scheduling & Coordinating Solution must be compliant with Health Insurance Portability & Accountability Act (HIPAA) Standards, Privacy, and Security Rules.
9.2	Contractor must have an incident response process that follows NIST standards and includes breach detection, breach notification and breach response. The process must include notification to DES and all agencies as defined in the contract.
9.3	All data is 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) is permitted.
9.4	Contractor has a plan on how the Scheduling & Coordinating Solution would be recovered in the event of a disaster that adheres to the OCIO Disaster Recovery and Business Resumption Planning Guidelines, at a minimum. -Scheduling & Coordinating Solution meets Business Continuity & Disaster Recovery minimum requirements of 24-hour Recovery Point Objective (RPO). -Scheduling & Coordinating Solution meets Business Continuity & Disaster Recovery minimum requirements of 72-hour Recovery Time Objectives (RTO).
9.5	Data Security: Scheduling & Coordinating Solution shall comply with OCIO Standard 141.10.4 - Includes standards 141.10.4.1, 141.10.4.2, 141.10.4.3, and 141.10.4.4
9.6	Network Security: Scheduling & Coordinating Solution shall comply with OCIO Standard 141.10.5 - Includes standards 141.10.5.1, 141.10.5.2, 141.10.5.3, 141.10.5.4, 141.10.5.5, 141.10.5.6, 141.10.5.7, and 141.10.5.8
9.7	Access Security: Scheduling & Coordinating Solution shall comply with OCIO Standard 141.10.6 - Includes standards 141.10.6.1, 141.10.6.2, 141.10.6.3, and 141.10.6.4
9.8	Application Security: Scheduling & Coordinating Solution shall comply with OCIO Standard 141.10.7 - Includes standards 141.10.7.1, 141.10.7.2, 141.10.7.3, 141.10.7.4, and 141.10.7.5
9.9	Operations Management: Scheduling & Coordinating Solution shall comply with OCIO Standard 141.10.8 - Includes standards 141.10.8.1, 141.10.8.2, 141.10.8.3, and 141.10.8.4

9.10	Electronic Commerce: Scheduling & Coordinating Solution shall comply with OCIO Standard 141.10.9
9.11	Security Monitoring and Logging: Scheduling & Coordinating Solution shall comply with OCIO Standard 141.10.10 - Includes standards 141.10.10.1, 141.10.10.2, and 141.10.10.3
9.12	Scheduling & Coordinating Solution must be Point to Point (P2P) encrypted to secure sensitive customer data.
<b>10</b>	<b>Category 10. Technical</b>
10.1	Scheduling & Coordinating Solution shall support common browsers. New browser versions shall be supported within 6 months of the new version being released to the public.
10.2	Scheduling & Coordinating Solution shall be able to handle concurrent users and continue running at optimal speed for basic navigation, downloads, uploads, and system functions, even at speeds as low as 10 mbps.

- 5.10. **MANAGE SCHEDULING AND COORDINATING SERVICES SOLUTION.** Contractor will create a formal Process and Procedure Document. This document will be used by Contractor as a reference moving forward to ensure Contractor is always in compliance with the Master Contract. This will be reinforced by contractor staff meetings Contractor has on a minimum quarterly basis. Contractor will have a dedicated Account Manager for this Master Contract that will oversee all operations and communications of this contract. Contractor will schedule regular meetings with DES and the interpreters’ union to stay abreast of all CBA updates and apply them accordingly to Scheduling & Coordinating Solution.
- 5.11. **SECURITY.** Contractor shall utilize 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.
- (a) Contractor shall 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 Contractor transfers a Virus to Purchasers Systems, Contractor shall reimburse Purchasers for the actual costs incurred by Purchasers to remove or recover from the Virus.
  - (b) 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.
  - (c) Contractor shall maintain compliance at minimum for Category 4. Definitions of the data categories are referenced in Policy 141.10 – Securing Information Technology Assets Standards section 4 “Data Security.”

5.12. SAFEGUARDING CONFIDENTIAL DATA. Contractor shall use commercially reasonable efforts to safeguard data exchanged while servicing this Master Contract.

- (a) Confidential Data / Information (“Data”) 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.
- (b) Documents and Paper Management. Safeguard or shred any paper or documents containing Purchaser Data.
- (c) Contractor shall not use, publish, transfer, sell or otherwise disclose any Data 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 PII and PHI, with the prior written consent of the person or personal representative of the person who is the subject of the PII or PHI.
- (d) Contractor shall protect and maintain all Data gained by reason of this Master Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ commercially 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) Contractor shall return Data to Purchaser or, at Purchaser's direction, destroy the Data employing secure methods and in accordance with NIST standards. If requested, Contractor shall certify in writing that secure measures were employed when destroying Data. Purchaser may require additional confirmation or alternate methods for destructing materials.
  - (6) The compromise or potential compromise of Data must be reported to Purchaser Contact(s) immediately upon discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements as required by Purchaser, or by law.
  - (7) Contractor shall not record calls. Should a call get inadvertently recorded, the recording shall be destroyed immediately and Contractor shall notify Purchaser of the accidental recording and its destruction. Should Contractor conduct system updates, Contractor shall ensure that calls are not recorded.
- 5.13. HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). Contractor, interpreters, and any individuals who have access to client information shall do so 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).
- 5.14. HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH ACT). Contractor shall ensure HITECH compliance where electronic health records technology is used or employed.
- 5.15. DATA ENCRYPTION. Contractor shall ensure security by installing firewalls and anti-virus software on computers, ensure operating 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).
- 5.16. ACCESSIBILITY. Contractor shall comply with all applicable law and regulations, including, but not limited to, Section 504 of the Rehabilitation Act of 1964, Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, Section 1557 of the Affordable Care Act, OCIO Policy 188 – Accessibility located at <http://ocio.wa.gov/policy/accessibility>, and other nondiscrimination laws and regulations. Contractor shall ensure that all users with disabilities are provided communication that is as equally effective as communication with others.

Contractor shall provide effective real-time communication with individuals using auxiliary aids and services, including TTYs and all forms of FCC-approved telecommunications relay system, including Internet-based relay systems. Contractor shall respond to telephone calls from a telecommunications relay service established under title IV of the ADA in the same manner that it responds to other telephone calls. Contractor shall ensure interpreters receive the training necessary to be in compliance with all applicable federal, state, and local laws and regulations.

5.17. **DISASTER PREPAREDNESS AND RECOVERY PLAN.** Contractor shall have in place a disaster preparedness and recovery plan, or emergency management plan, that ensures, at a minimum:

- (a) The ability to continue to schedule and provide interpreter services;
- (b) Documentation of emergency procedures that include steps to take in the event of a natural disaster, such as a pandemic, weather event or terrorism; and
- (c) Staff that are familiar and prepared to implement the plan.

5.18. **QUALITY ASSURANCE PLAN.** Contractor proactively shall employ a Quality Assurance Plan (QAP) that employs a method for monitoring, tracking, and assessing the quality of Services provided under this Master Contract. The QAP also must describe how Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as Purchaser initiated concerns and/or complaints.

**6. KEY PERFORMANCE INDICATORS.** Contractor shall meet the Key Performance Indicators (KPI) outlined below to stay in compliance with the Master Contract and to be considered for an additional Master Contract extension. Each KPI contains an associated metric, should Contractor fail to meet the identified KPI metric, Contractor shall enter into a Performance Improvement Plan (PIP). Should Contractor fall out of compliance, Enterprise Services shall summarize the issue in a letter and send this letter to Contractor and escalate within Contractor’s organization. Enterprise Services shall place Contractor on a PIP plan, which outlines the corrective actions required by Contractor. Should the PIP fail, then Contractor shall progress to cure, suspension and termination procedures as set forth in this Master Contract.

#	KPI REQUIREMENT	METRIC
1	ADMINISTER CONTRACTOR’S SCHEDULING & COORDINATING SOLUTION	Contractor shall ensure that Contractor’s Scheduling & Coordinating Solution is available and operating at real-time and shall not have down time exceeding 2% annually including crashes and planned service periods. Mandatory requirements that are not in service are considered system outages. When Contractor’s Scheduling & Coordinating Solution falls below fully functional, Contractor shall bring it online in less than 24 hours and mitigate its functions while down.

#	KPI REQUIREMENT	METRIC
2	IN-PERSON INTERPRETER SERVICES FOR HIGH DEMAND LANGUAGES	Contractor shall ensure quarterly 95% Appointment Fill Rate (Appointments scheduled and completed by Interpreter as requested, this excludes cancellations by Purchaser) for in-person interpreter service for the high demand languages: Spanish, Russian, Somali, Vietnamese, Arabic, Korean, Amharic, Mandarin, Farsi, Cantonese, Tigrinya, Punjabi, Ukrainian, and Cambodian (Khmer). Contractor shall demonstrate and document their marketing and recruiting efforts to maintaining Interpreter pool.
3	IN-PERSON INTERPRETER SERVICES FOR LANGUAGES OF, HIGH DEMAND, LESSER DIFFUSION	Contractor shall ensure annual 70% Appointment Fill Rate (Appointments scheduled and completed by Interpreter as requested, this excludes cancellations by Purchaser) for in-person interpreter service for the languages of high demand, lesser diffusion. Contractor shall determine and anticipate the languages of high demand, lesser diffusion. Contractor shall demonstrate and document their marketing and recruiting efforts to maintaining Interpreter pool.
4	OVER THE PHONE INTERPRETING SERVICES	Contractor shall progressively improve OPI services annually. This includes availability of Interpreters for OPI services and application and connectivity quality. Report on scope of available OPI trainings available for purchasers and interpreters, and trainings completed by purchasers and interpreters.
5	VIDEO REMOTE INTERPRETING SERVICES	Contractor shall progressively improve VRI services annually. This includes availability of Interpreters for VRI services and application and connectivity quality. Report on scope of available VRI trainings available for purchasers and interpreters, and trainings completed by purchasers and interpreters.
6	QUARTERLY BUSINESS MEETING	Contractor shall schedule quarterly business meetings with Enterprise Services and Purchasers (at minimum the agencies with the highest usage). Contractor shall create presentation for encompassing at minimum the following information, Appointment data (how many were scheduled, how many were completed, what languages, in which regions, etc.), OPI and VRI program progress, Purchaser usage data of the Solution, and major challenges or issues the Contractor is experiencing or anticipate, and proposed solutions.

**7. CONTRACTOR’S UTILIZATION OF INTERPRETERS FOR INTERPRETER SERVICES.** Contractor shall provide Interpreter Services through Interpreters.



- 7.1. INTERPRETER POOL. Contractor shall manage and maintain a list of Interpreters qualified to perform Interpreter Services as required by this Master Contract.
- 7.2. INTERPRETER REGISTRATION IN CONTRACTOR'S SCHEDULING & COORDINATING SOLUTION. Contractor shall ensure that Interpreters are registered in the Contractor's Scheduling & Coordinating Solution, at no cost to the Interpreter.
- 7.3. INTERPRETER VETTING. Contractor shall screen, vet, verify (qualifications, certifications, experience, and references), and conduct background checks on interpreters before allowing them to take Appointments through this Master Contract. Further, Contractor shall ensure compliance with agency specific requirements, etc. per the requirements of this Master Contract or better.
- 7.4. INTERPRETER ON-BOARDING. Contractor shall on-board Interpreters who will provide services under this Master Contract. On-boarding shall include but is not limited to, how to cooperate and work with Contractor and Purchaser, understanding the Master Contract terms and conditions that impact the Interpreters, and providing scheduling and coordinating solution training.
- 7.5. INTERPRETER QUALIFICATIONS. Contractor shall provide Interpreters who are skilled to industry standards, expectations, and trends. Acceptable industry standards and expectations include the Washington State Department of Social and Health Services (DSHS) Language Testing and Certification (LTC) or Authorization, 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 are also acceptable. When Interpreters with such certifications or qualifications are not available, Contractor shall vet Interpreters through Contractor's program as approved by this Master Contract. These requirements are in alignment with RCW 39.26.300.
- 7.6. INTERPRETER MANAGEMENT.
  - (a) 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.
  - (b) Contractor shall not bill interpreters for the administrative services, access to or for using the Scheduling & Coordinating Solution, or any other costs, except as specified in this Master Contract.
- 7.7. BACKGROUND CHECKS AND SECURITY. Contractor shall perform criminal history background checks on each Interpreter prior to their first instance of providing services, and annually thereafter. The initial background check requirement may be waived if the Interpreter has had a criminal history background check performed within one (1) year prior to providing services under this Master Contract. Contractor must have on file annual background checks for the Interpreters. Contractor may bill the Interpreter for the background check. Contractor shall not allow Interpreters without background checks to be scheduled for Interpreter Services. The background check performed by the Washington State Patrol is the minimum standard. Washington State Patrol criminal history background checks are valid for one (1) year from date of issue. Contractor shall provide each Interpreter's background check results upon request by Enterprise Services or Purchaser. Should Contractor gain knowledge of any

changes in criminal history of an Interpreter, Contractor shall immediately notify Purchasers that have pending Appointments with that Interpreter. If Contractor determines an Interpreter fails the background check or if there is an indication from the background check results that the Interpreter may pose a risk to Clients (refer to the DSHS Secretary's lists of Crimes and Negative Actions), Contractor is to immediately prohibit any Interpreter from providing services under this Master Contract.

7.8. TOPIC SPECIFIC INTERPRETERS. Contractor shall assess Interpreter skill, expertise, and interpreting acumen. Contractor shall make this information available in the Scheduling & Coordinating Solution for Purchaser to schedule Appointments.

- (a) When Purchaser requests topic specific Interpreters through a serviced call, Contractor shall make commercially reasonable efforts to find the Purchaser a Topic Specific Interpreter as requested.
- (b) A Topic Specific Interpreter shall be compensated as identified in section 14.13(j) of this Master Contract.
- (c) Topic Specific Interpreter expertise and skill shall include, but not be limited to,
  - standard medical;
  - specialized medical;
  - legal;
  - social service;
  - corrections; and
  - workers' compensation.

7.9. INTERPRETER LOCATION. Contractor shall ensure the following:

- (a) IN-PERSON. The Interpreter scheduled shall appear in person for in-person Interpreter services. Interpreter shall be in business casual attire or attire as specified by the Purchaser in advance. Interpreter shall perform where Purchaser needs interpreting services to communicate with their clients.
- (b) OVER-THE-PHONE (OPI). The Interpreter shall perform OPI services from a home-based office or office location only, unless approved by Purchaser in writing. Interpreter may not conduct interpreting session while commuting or out in public.
- (c) VIDEO-REMOTE (VRI). The Interpreter shall perform services from a home-based office or office location only, unless approved by Purchaser in writing. Interpreter shall conduct VRI services with plain backdrop and shall not have any distractions in the background. Interpreter may not conduct interpreting session while commuting or out in public.

Contractor shall ensure the remote office locations used for interpreter services, home based or office based, are appropriately designed to meet the requirements specified in this Master Contract. At a minimum, a remote office location shall ensure that interpreter services are provided in a secure, private, and confidential manner that satisfies HIPAA requirements. Further, the remote office location shall emit little to no noise or other background distractions while providing OPI or VRI services. Contractor shall also provide remote spoken language interpreting policy, training, and onboarding, for Interpreters.

7.10. INTERPRETER CONDUCT REQUIREMENTS. Contractor shall ensure Interpreters comply to, at minimum:

- (a) AN INTERPRETER CODE OF ETHICS. The DSHS Interpreter Code of Ethics (WAC 388-03-050) or the ATA Interpreter Code of Ethics are acceptable.
- (b) INTERPRET IN THE FIRST PERSON. Interpreter shall interpret as if they are the client or the Purchaser.
- (c) PROFESSIONAL EXPECTATIONS. Interpreters shall conduct themselves in the utmost courteous and professional manner when interpreting or conversing with Purchaser and/or clients. In addition to the certification or qualifications requirements, Interpreter shall also have attained the following skills through verifiable credentials or experience:
  - (1) Interpreters shall respect cultural, political, socio-economic, and any differences between Interpreters, Purchaser, and clients.
  - (2) Interpreters shall not have any additional or side conversations with clients, unless directed otherwise by Purchaser.
  - (3) Interpreters shall refrain from entering into any disagreement with Purchaser and/or clients while providing Interpreter services.
  - (4) 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 Purchaser with additional instructions.
  - (5) In addition to the certification or qualification requirements, Interpreter also shall 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 - i.e., standard medical, specialized medical, court or legal, social service, corrections, and workers' compensation.

7.11. INTERPRET ACCURATELY. Contractor shall ensure the Interpreters interpret accurately. 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 change the meaning of the clients' or Purchasers' statements.

## **8. USING THE MASTER CONTRACT – PURCHASERS.**

8.1. ESTABLISHING A PURCHASER ACCOUNT. Purchaser shall contact Contractor's designated contact to establish a Purchaser account. Purchaser shall provide Contractor with Purchaser specific requirements for Interpreter Services, consistent with terms of this Master Contract.

- (a) ACCOUNT REGISTRATION. Account Registration. Contractor will be required to set-up a separate account for each eligible purchaser that will be using the Scheduling & Coordinating Solution. Eligible purchasers are required to email [DES@fourcornerstranslation.com](mailto:DES@fourcornerstranslation.com) to request access to Scheduling & Coordinating Solution. The eligible purchaser will receive an email invitation to Scheduling & Coordinating Solution, once the eligible purchaser accepts the invitation the Scheduling & Coordinating Solution will automatically redirect to the log-in page of Scheduling & Coordinating Solution. There the eligible purchaser will enter their email address and create a unique password. Once the eligible purchaser has logged in, the eligible purchaser will complete their profile including title, name, phone number, and default service type (i.e., Medical, if they most often need medical interpreters). Once the eligible purchaser has accepted the invitation and completed their profile, their account will become enabled, and they will be able to use the Scheduling & Coordinating Solution to connect to and/or request interpreters. Eligible purchaser that already have established profiles on Scheduling & Coordinating Solution may invite additional colleagues to join by clicking the Invite Requestor button and entering the colleague's email address. An email invitation will be sent to that colleague. This makes it easy for the eligible purchaser to add new users to Scheduling & Coordinating Solution without the need for our assistance. If, for whatever reason, a Purchaser does not complete their profile correctly or needs additional guidance on logging in to Scheduling & Coordinating Solution, the contractor will contact the eligible purchaser directly to provide them the necessary assistance. Purchaser shall register their accounts according to their requirements related to Interpreter Services, including, but not limited to, CBA compliance, security, data compliance, etc.
- (b) PURCHASER SPECIFIC REQUIREMENTS. Contractor shall work with Purchaser to address Purchaser-specific requirements; *Provided*, however, that such requirements must be within the scope of this Master Contract. Contractor must be able to configure individual Purchaser account settings, including, but not limited to, account payment terms, data security, and invoicing frequency. If a Purchaser has more specific security terms, such security terms shall supersede any conflicting terms in this Master Contract.

8.2. ORDERING REQUIREMENTS – REQUESTING INTERPRETER SERVICES.

- (a) To request Interpreter Services, Purchasers must have completed the comprehensive training provided by the contractor.
- (b) Purchasers must have an account established with Contractor as set forth in this Master Contract.
- (c) Purchaser requests for Interpreter Services from Contractor shall comply with this Master Contract. 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.
- (d) Purchaser may schedule interpreter services through Interpreters through any of the three modalities for Interpreter Services that are available through this Master Contract, which include the following:
  - In-person;

- Over the phone; and
    - Video remote.
  - (e) Purchasers shall request Interpreter Services from Contractor on an as-needed basis through the scheduling software, or directly by phone, email, or fax.
  - (f) For the purposes of this Master Contract, an Appointment is defined as a session with an Interpreter. Contractor pricing for each option is listed in *Exhibit B – Pricing*.
- 8.3. SCHEDULING OPTIONS. Contractor shall offer Purchasers the following two scheduling options.
- (a) SELF-SERVED APPOINTMENT. Self-Served Appointments are appointments set by Purchaser through Contractor’s Scheduling & Coordinating Solution. Self-Served Appointments shall be distributed to Interpreter(s) based on interpreter qualifications and proximity to the Self-Served Appointment, or as requested by Purchaser. Purchaser may request specific interpreters for business needs.
  - (b) SERVICED APPOINTMENT. Serviced Appointments are appointments set with the assistance of the Contractor’s agents (operator or customer service). Purchasers may request Serviced Appointment through Contractor’s dedicated toll-free customer service number, email address, or fax number.
  - (c) Appointment Pricing. For the purposes of this Master Contract, an Appointment is defined as a session with an Interpreter. Contractor pricing for each Appointment option (Self-Served Appointments and Serviced Appointments) is listed in *Exhibit B – Pricing*. Contractor shall not charge Serviced Appointment pricing when Purchasers are not able to use the Self-Served Appointment option due to issues with Contractor’s Scheduling & Coordinating Solution.
- 8.4. RECEIPT AND INSPECTION OF SERVICES. Services provided under this Master Contract are subject to Purchaser’s reasonable approval. Purchaser reserves the right to reject and refuse acceptance of Services that are not in accordance with this Master Contract, or as otherwise mutually agreed to in writing with the Purchaser and Contractor.
- 8.5. ON SITE REQUIREMENTS. While on Purchaser’s premises, Contractor and Interpreters shall comply, in all respects, with Purchaser’s physical, fire, access, safety, and other security requirements.
- 8.6. ADDITIONAL CHECKS AND SECURITY CLEARANCES. Purchasers may request additional background checks and security clearances of any Interpreter prior to permitting access to Purchaser’s premises.

**9. APPOINTMENT BILLING, APPOINTMENT RULES, & CONTRACTOR COST RECOVERY.**

- 9.1. PAYMENT TO INTERPRETERS. Contractor must pay Interpreters as required by applicable CBAs, if any. Contractor must comply with all applicable CBAs, invoicing, and employment laws.
- 9.2. APPOINTMENTS RULES. Except as required by an applicable CBA for CBA appointments, Contractor shall manage interpreter services appointments as set forth herein.
  - (a) NOTIFICATIONS. Contractor’s Scheduling & Coordinating Solution shall send Appointment notifications to Purchaser and Interpreters. Notifications shall include but are not limited to Appointment acceptance, rejection, and reschedule status. Contractor shall send notification to Purchaser if the Appointment is not

accepted by an Interpreter at a system generated cadence starting at the two (2) week mark and ending with the forty-eight (48) hour mark, at which point Purchaser may continue to self-serve, reschedule, cancel, or switch to a Serviced Appointment.

- (b) APPOINTMENT STARTS, MINIMUMS, AND INCREMENTS. Interpreter shall be ready to start interpreting at the scheduled time and be available through the scheduled session. Interpreter shall be paid one (1) hour minimum and in 15 minute increments thereafter. Accordingly, Appointments shall be set in 15 minute increments. Interpreter may start their Appointment early and end their Appointment later with approval from Purchaser. Interpreter is to be paid for the additional approved work.
- (c) INTERPRETER CANCELLED APPOINTMENTS. If Interpreter or Contractor cancel a scheduled Appointment, and the Appointment is not filled, Contractor shall provide Purchaser at least 2 hours of performance credits or one quarter of the scheduled time, whichever is greater.
- (d) PURCHASER CANCELLED APPOINTMENTS. Purchaser may cancel an Appointment in accordance with CBA section 6.5:
  - 1) If an LEP client, patient or authorized requestor fails to show for in-person interpreting services or cancels six (6) hours or less before the start of the appointment, including in cases of error on the part of the requestor, State, or third parties, an interpreter will be paid thirty (30) minutes or seventy five (75%) percent, whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article will apply.
  - 2) If the authorized requestor cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, including in cases of error on the part of the requestor, State, or third parties, an interpreter will be paid fifty percent (50%) of the time requested or thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article will apply.
  - 3) The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.
  - 4) If any appointment within the series of family member appointments is a late cancellation or the LEP client or patient or authorized requestor fails to show, the interpreter will be paid for thirty (30) minutes. The total payment for cancellations for a family member appointment will not be greater than the total time requested.
  - 5) If an interpreter accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show appointment will be reduced by the replacement work under this Agreement, during the time for which the cancelled or no-show job was scheduled. Under no circumstances shall an interpreter be paid twice for the same period of time. This section does not apply to individual appointments within a series of a family appointment.
  - 6) If an interpreter accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the interpreter, the interpreter will not be eligible for payment as a no-show or cancellation.

- 7) If an appointment ends earlier than the originally scheduled time, an interpreter will be paid for seventy-five percent (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per year for each year of this Agreement. The payment minimums described in Section 6.3 continue to apply.
- (e) INTERPRETER NO SHOWS. Contractor shall place Interpreters who do not arrive at a scheduled Appointment, on a three (3) month suspension from providing Interpreter Services under this Master Contract. Contractor shall provide Purchaser at least 2 hours or one quarter of the scheduled time of performance credits, whichever is greater, for Interpreter no shows. Exceptions, with written proof, apply to unforeseeable extenuating circumstances such as serious emergencies related to interpreter family, health, and wellbeing.

9.3. SPECIAL REQUIREMENTS – COMPENSATION OPTIONS. The Special Requirements Compensation Options are for Interpreter time or effort for Appointments or tasks beyond the usual. Purchasers requesting Interpreters with specialized expertise, training, or certifications, within scope, may apply the Special Requirements Compensation Options. Only Purchasers can elect to apply Special Requirement Compensation Options, and Purchasers may apply multiple options. Contractor, Interpreter, or any other entity, may not negotiate the Special Requirements Compensation Options for any given Appointment or appointment types at any time. The Special Requirements Compensation Options are reserved for Purchasers to use at their discretion for extenuating and unique Appointments. Contractor shall pass through the Special Requirements Compensation to the Interpreter. Special requirement compensation to the interpreter may include the following at the rates listed, but not limited to. For all other special requirements not listed below Purchaser will negotiate rates on as case by case bases.

- (a) HIGH RISK OR COMPLEX APPOINTMENTS. Appointments that require Interpreters to perform services in a high security facility or location; or the Interpreter performs services in settings that involve highly emotional, dynamic, or difficult client interactions or dialogue. Additional markup for this service is \$2 per hour from the base Interpreter payment for the assignment.
- (b) CERTIFIED/QUALIFIED TOPIC SPECIFIC EXPERTISE. Appointments that require specific education, certification, or topic specific expertise, related to a type of industry such as general medical, specialized medical, corrections, or employment services. Additional markup for this service is \$2 per hour from the base Interpreter payment for the assignment. Please note, this option is not for the required basic interpreter certification, qualifications, or authorizations.
- (c) REQUIRED TRAINING AND BRIEFINGS. Purchasers may elect to compensate Interpreter for Purchaser required training or briefing sessions that are usually uncompensated and required prior to providing Interpreter Services. Interpreter shall be compensated for their time at the CBA base hourly rate. Uncompensated prerequisites include but are not limited to briefings or trainings related to safety, personal conduct, or Purchaser. The required trainings and/or briefings may take place immediately prior to Appointment or during a pre-scheduled session, which exceeds 15 minutes and/or does not include compensation of any kind (financial, continuing education credits, etc.) to the Interpreter.

- (d) **BLOCK-TIME APPOINTMENTS.** Block-time appointments are defined as DSHS appointments scheduled for a specific time period rather than for a specific patient or client on-site at a DSHS Economic Services or Children’s Administration Office.
- 9.4. **TRAVEL COMPENSATION.** Contractor shall pass through travel compensation to Interpreter if Purchaser, at Purchaser’s discretion, approves travel compensation if Interpreter is required to travel at least 20 miles or drive for more than one (1) hour to an Appointment, one way. Depending on how the travel is calculated, by miles or time, travel compensation shall be calculated at the CBA hourly rate or based on the Washington State Office of Financial Management (OFM) Travel Rates. 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 rate, in 15 minute increments, and agreed to prior to Appointment acceptance, if additional miles or hours are required, that is the Interpreters’ risk.
- 9.5. **OPERATIONS COST RECOVERY.** Contractor shall recover costs of operating this Master Contract through the hourly rates, Self-Served Appointment, and Serviced Appointment. Contractor shall invoice Purchaser for the total cost of the completed Appointment and allocate the payment across the operating costs. Operating costs include but are not limited to:
  - (a) **INTERPRETER PAYMENT.** Contractor shall pay interpreter directly, and each Interpreter shall be paid at least the hourly minimum set forth by the applicable CBA(s), if any. Contractor shall pay Interpreter according to the terms set forth by this Master Contract, as well as any agreements between Contractor and Interpreter.
  - (b) **CONTRACTOR COSTS.** Costs include but are not limited to costs related to running a business, incentivizing Interpreters, marketing and recruiting, training staff, salaries, supplies, accounting, utilities, payroll taxes, etc. The incentivizing is anticipated for rarer languages to ensure interpreter engagement. The marketing and recruiting efforts should be done to fill in interpreters as attrition occurs and to react to new language demand in Washington State.
  - (c) **CONTRACTOR SCHEDULING & COORDINATING SOLUTION.** The costs associated with administering Contractor’s Scheduling & Coordinating Solution, including, but is not limited to, ensuring that the Scheduling & Coordinating Solution is up-to-date and in compliance with this Master Contract.
  - (d) **MASTER CONTRACT RISK.** The costs related to risks the Contractor assumes when operating this Master Contract. This includes providing costs associated with the performance credits for Contractor and/or Interpreter no shows and cancellations.

**10. INVOICING & PAYMENT.**

- 10.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser’s designated invoicing contact properly itemized invoices. Contractor shall invoice at the cadence required by the Purchaser; Purchaser may request a bill per Appointment, event, week or other cadence. Such invoices shall itemize the following:
  - (a) Master Contract No. 06821;



- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Invoice amount;
- (e) Payment terms, including any available prompt payment discounts;
- (f) Date of invoice;
- (g) Purchaser identification number such as client or claim number, if required by Purchaser;
- (h) Purchaser account number and Department name/program;
- (i) Interpreter identification number or code as assigned by the Contractor;
- (j) Billing period;
- (k) Date, time, and location of each Interpreter Service occurrence provided;
- (l) Interpreted language associated with the Appointment;
- (m) Duration of the Interpreter Services provided, measured in 15 minute increments;
- (n) Type of appointment (Self-Served Appointment or Served Appointment) and appointment details;
- (o) Modality (in-person, OPI, VRI);
- (p) Itemized charges per Appointment; and
- (q) 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.

- 10.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Pricing*, Purchaser's 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.
- 10.3. **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. If Contractor fails to make timely payment(s) (either directly or by credit memos), Contractor shall pay Purchaser interest at the rate of a one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to the Contractor.
- 10.4. **NO ADVANCE PAYMENT.** Contractor shall not request or receive advance payment for any goods/services provided pursuant to this Master Contract.
- 10.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

- 10.6. 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. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased services.
- 10.7. COLLECTIVE BARGAINING AGREEMENT COMPLIANCE. The price structure of this Master Contract is intended to be in accordance with the Collective Bargaining Agreement (CBA) for Language Access Providers (WFSE), Economic Compensation. See latest version published for the current year for details regarding price structure. Contractor pricing is not inclusive of the Special Requirements Compensation Options, that Purchasers might elect to be added to the base rates.

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 and year 2021-23. 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.

**11. CONTRACT MANAGEMENT.**

- 11.1. 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:

<b>Enterprise Services</b>	<b>Contractor</b>
Attn: Antoinette Wynne	Attn: Omid Jafarzadeh
Washington Dept. of Enterprise Services	FourCorners Translation, LLC.
PO Box 41411	PO Box 520151
Olympia, WA 98504-1411	Flushing, NY 11352
Email:	Email: <a href="mailto:omid@fourcornerstranslation.com">omid@fourcornerstranslation.com</a>
<a href="mailto:DESContractsTeamApple@des.wa.gov">DESContractsTeamApple@des.wa.gov</a>	

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.

- 11.2. 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.

- 11.3. 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: Greg Tolbert, Legal Services Manager  
 Washington Dept. of Enterprise Services  
 PO Box 41411  
 Olympia, WA 98504-1411  
 Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov)

**Contractor**

Attn: Omid Jafarzadeh  
 FourCorners Translation, LLC.  
 PO Box 520151  
 Flushing, NY 11352  
 Email:  
[omid@fourcornerstranslation.com](mailto:omid@fourcornerstranslation.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.

**12. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

- 12.1. 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 Master Contract sales invoiced during the applicable calendar quarter:

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

12.2. **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).

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

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

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

(c) Enterprise Services 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.

(d) 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.

(e) 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.

12.3. **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:

(a) Purchaser requesting the Interpreter Appointment.

(b) Type of Appointment (Self-Served or Serviced)

(c) Date of Scheduling Appointment

(d) Date of Appointment

(e) Language

(f) Language by County

(g) Status of Appointment:

- Filled (Interpreter accepted and successfully completed Appointment)
- Not-Filled (Interpreter was never found)
- Cancelled by Interpreter (Appointment filled but interpreter cancelled and Contractor could not find replacement)

- Cancelled by Purchaser (Appointment filled but Purchaser cancelled Appointment, and never rescheduled).
- (h) Rescheduled (Purchaser rescheduled existing Appointment)
- (i) Other data points as requested with in scope of contract.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Master Contract. In addition, if requested by Enterprise Services, Contractor shall provide this information within three (3) business days.

- 12.4. QUARTERLY REPORT OF SMALL AND DIVERSE BUSINESS INCLUSION. Upon request, Contractor shall report to Enterprise Services its small and diverse business inclusion results pertaining to this Master Contract. For this Master Contract and Contractor’s utilization of small businesses (see RCW 39.26.010 (definition of ‘small business’)) and Washington State certified diverse businesses (i.e., woman-owned, minority-owned, and veteran-owned), such report shall detail which, if any, small and diverse businesses Contractor has utilized for purposes of this Master Contract and whether such subcontractor(s) meet the applicable Washington State criteria to be either a ‘small business’ or a ‘diverse business’, and report the amount paid to each such subcontractor. Contractor shall maintain records supporting such report in accordance with this Master Contract’s records retention requirements.

**13. DUES & OTHER VOLUNTARY DEDUCTIONS AND STATUS REPORTS.** In accordance with Article 12 of the Collective Bargaining Agreement 2019 – 2021 and Collective Bargaining Agreement 2021 - 2023.

13.1. DUES AND OTHER VOLUNTARY DEDUCTIONS.

- (a) On a monthly basis, the Union will deliver electronically to Contractor and the State an authorization/revocation list with the following information:
  - Interpreter name authorizing the deduction(s) or revocation(s);
  - Tax Identification Number or other unique identification number (provided, however, in no event shall Union utilize social security numbers); and
  - Monthly dollar amount to be deducted for each authorized deduction, identified as “Dues”, “Deduction #2” and “Deduction #3”. In the event there are insufficient funds to cover each deduction, Dues will have priority over Deductions #2 and #3, and Deduction #2 will have priority over Deduction #3. Full, partial or no deductions may occur, depending on the amount available from the interpreter’s pay.
- (b) When providing the State and Contractor with the list of interpreters who have affirmatively authorized the deduction of dues and any other amounts, the Union will include an attestation of the authenticity and accuracy of such list, indicating the Union has received voluntary, affirmative authorization from each individual listed. The State and Contractor shall honor the terms and conditions of each interpreter’s signed membership card.
- (c) An interpreter may revoke their authorization for dues deduction by written notice to Contractor and the Union in accordance with the terms and conditions of their signed membership card. Contractor will cease deducting dues after

receipt of confirmation from the Union that the terms of the interpreter's signed membership card regarding dues deduction revocation have been met.

- (d) Upon request by the State, the Union shall provide the State with proof of an interpreter's affirmative authorization for dues deduction. The Union will provide this proof to the State within ten (10) business days, unless the request is for more than twenty-five (25) authorizations, in which case the parties will agree on an appropriate timeframe, which in no case will be longer than thirty (30) days.
- (e) On the 20th of each month, Contractor shall transmit deductions to the Union in two separate checks, one containing dues deductions and Deduction #3 funds, and one containing Deduction #2 funds. Contractor shall send these checks to no more than two (2) official Union addresses. For each individual for whom a deduction has been made, Contractor will provide a list accompanying the payment containing the following:
  - Full name of interpreter;
  - Home address;
  - Tax Identification Number or other unique identification number; and
  - Total amount of each deduction.
- (f) Reimbursement for transportation related expenses will not be subject to dues deductions.

13.2. NOTIFICATION TO THE UNION. Contractor shall notify the Union electronically when an interpreter completes all required paperwork to provide services under this Master Contract. The notification to the Union will be provided on the fifth (5th) and twentieth (20th) days of each month. The notification shall include:

- Full name of interpreter;
- Home address;
- Cell phone number, if available;
- Home phone number, if available;
- E-mail if available; and
- Working language(s).

13.3. MONTHLY STATUS REPORTS. Each month, Contractor shall provide to the Union a report, in an electronic format, with the following data for each interpreter in the bargaining unit who was paid through Contractor:

- (a) Tax Identification Number or other unique identification number;
- (b) Interpreter name;
- (c) Home address;
- (d) Email if available;
- (e) Cell phone number, if available;
- (f) Home phone number, if available;
- (g) Working language(s);
- (h) Total amount of time and dollar amount paid for each month for each modality; and

- (i) Total amount deducted for each deduction type.

Contractor shall have no obligation to report this information for interpreters in the bargaining unit who are paid through other third parties or directly by the State.

- 13.4. MONTHLY REPORTS. The State will make available monthly reports delineating the number of encounters covered and the total dollars that were paid through the coordinating entity for Washington State Department of Social and Health Services (DSHS), Department of Children, Youth & Families (DCYF) and for Department of Health Care Authority (HCA). The monthly report will be made available by the end of the subsequent month. The parties can mutually agree to adjust these reports on an as-needed basis. Electronic posting on a State website only meets the requirements of this Article if the State concurrently notifies the Union in writing (or email) of the posting.

**14. SOCIAL SERVICE APPOINTMENT MILEAGE PILOT.** The Contractors shall implement the Social Service Appointment Mileage Pilot, or any replacement program, during the term of this Master Contract for DSHS and DCYF.

- 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) Mileage distance calculations will be determined by the Contractor using an HCA-approved web-based mapping service.
- d) The travel premium paid by DSHS and DCYF during the term of this Master Contract is capped at fifty thousand dollars (\$50,000) for SFY 2020 and fifty thousand dollars (\$50,000) for SFY 2021.
- e) By January 31, 2020 the State will review the data associated with this pilot, to determine if this pilot reduces the State's use of the more costly DES-contracted language agencies. The State will look at fill rate data by language and geographic area for social service appointments as part of this review.
- f) While the pilot is active, the State will share the data analysis with the Union quarterly during Union-Management Communication meetings. The parties agree that the pilot status, outcomes, and issues or concerns about the pilot may be addressed at Union-Management Committee meetings.
- g) If the annual cap is reached, the State will notify the Union and will immediately send an email to all bargaining unit members regarding the exhaustion of funds for mileage reimbursement. No requests for reimbursement will be paid once the cap is reached. I. Notwithstanding any of foregoing provisions, this pilot will terminate no later than June 30, 2023.

**15. RECORDS RETENTION & AUDITS.**

- 15.1. 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 contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six

(6) years following expiration or termination of this 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.

- 15.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or Purchase Orders placed by a Purchaser under this Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this 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.
- 15.3. **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 Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services  $\$500 \times 1.25 = \$625$ ); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

## **16. INSURANCE.**

- 16.1. **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 to Contractor.
- 16.2. **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.



## **17. CLAIMS.**

- 17.1. 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 Contractor's acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 17.2. 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.

**18. DISPUTE RESOLUTION.** 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 managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

## **19. SUSPENSION & TERMINATION; REMEDIES.**

- 19.1. 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.
- 19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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 provided 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 provided 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.

19.6. 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. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

**20. GENERAL PROVISIONS.**

- 20.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 20.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.
- 20.7. 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 (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, 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.
- 20.8. 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.
- 20.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 20.10. 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 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 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.
- 20.11. 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 Purchase Order, any

applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such goods/services to Purchaser.

- 20.12. 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.
- 20.13. 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.
- 20.14. 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.
- 20.15. 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.
- 20.16. 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.
- 20.17. 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.
- 20.18. 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.

- 20.19. 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.
- 20.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 20.21. 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.
- 20.22. 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.
- 20.23. 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: *Elena McGrew*  
 Elena McGrew  
 Its: Statewide Enterprise  
 Procurement Manager

**FOURCORNERS TRANSLATION LLC**  
**A NEW YORK COMPANY**

By: *Omid Jafarzadeh*  
 Omid Jafarzadeh  
 Its: Managing Director

**INCLUDED SERVICES**  
**SCHEDULING & COORDINATING SOLUTION FOR INTERPRETERS**

This Master Contract is for a cloud-based software solution to schedule, coordinate, and manage spoken language interpreter services with qualified interpreters for Washington state agencies and other eligible Purchasers (“Scheduling & Coordinating Solution”).

This service is intended to be in compliance with [RCW 39.26.300\(5\)](#). “Washington state agencies, in administering and delivering their various programs, utilize qualified interpreters to provide spoken language interpreter services (“Interpreter Services”) for their clients who either may not speak English or have Limited English Proficiency. This Master Contract does not involve transcription or other interpreter services (e.g., American Sign Language). The State’s need for such Interpreter Services has increased, resulting in difficulty coordinating and scheduling Interpreter Services. This tension is further compounded in high demand locations or in rural areas whether access to in person Interpreter Services or Interpreter Services for languages of lesser diffusion are not common.”

All interpreters under this Contract are intended to comply with [RCW 39.26.300\(6\)](#). “All interpreter services under this master contract must be certified or authorized by the state, or nationally certified by the certification commission for health care interpreters or the national board for certification of medical interpreters. When a nationally certified, state-certified, or authorized language access provider is not available, a state agency is authorized to contract with a spoken language interpreter with other certifications or qualifications deemed to meet agency needs.”

1. Scope of Services

Services included in this master contract are by category:

- **Category 1:** Purchaser Set Appointments - are self-served appointments set by the Purchaser through the Scheduling & Coordinating Solution. The Appointment shall be distributed to Interpreter(s) based on the qualifications and proximity to Appointment, or as requested by the Purchaser. Purchaser may request specific interpreters for business needs.
- **Category 2:** Contractor Set Appointments - are serviced appointments set with the assistance of the Contractor’s agents (operator or customer service). Purchasers will request Appointment through the toll-free customer service number, email address, or fax provided by Contractor. Serviced Appointment request are agent assisted appointments.

Each category varies by rate of pay:

- A. In-Person Interpreting Services – Per hour
- B. Telephonic Interpreting Services – Per minute
- C. Video-Remote Interpreting services – first 10 minutes
- D. Video-Remote Interpreting services – each additional minute

## PRICING

<i>Purchaser Set Appointments</i>			
Category	Line Item	Cost (\$)	Minute
1A	In-Person Interpreting Services – mark up from CBA	\$8.00	Per hour
1B	Telephonic Interpreting Services	\$0.85	Per minute
1C	Video-Remote Interpreting services – first 10 minutes	\$3.50	First 10 minutes
1D	Video-Remote Interpreting services – each additional minute	\$0.90	Per minute

<i>Contractor Set Appointments</i>			
Category	Line Item	Cost (\$)	Minute
2A	In-Person Interpreting Services – mark up from CBA	\$15.00	Per hour
2B	Telephonic Interpreting Services	\$0.90	Per minute
2C	Video-Remote Interpreting services – first 10 minutes	\$3.55	First 10 minutes
2D	Video-Remote Interpreting services – each additional minute	\$0.95	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 \$8.00 per hour to the then current minimum CBA rate. In this pricing example the service was provided in July 2020 when the CBA rate was \$42.20 per hour. The rate charged for the services would be \$50.20 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](#) and year [2021-23](#). 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.

**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, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
  - d. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract.
  - e. **CYBER RISK LIABILITY INSURANCE.** Cyber Risk insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract. Limits are \$1,000,000 per claim/annual aggregate.
  - f. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy. (If applicable)
  - g. **TECHNOLOGY PROFESSIONAL LIABILITY (ERRORS & OMISSIONS).** Technology professional liability insurance coverage. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Contractor in this Master Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release



of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per claim shall not be less than \$2,000,000 per occurrence and \$4,000,000 general 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 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.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the 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.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Master Contract Insurance Certificate  
**RE: Master Contract No. 06821 – Scheduling & Coordinating  
Solution for Interpreters**  
Attn: Antoinette Wynne, Procurement Coordinator  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-141

Email: [DESContractsTeamApple@des.wa.gov](mailto:DESContractsTeamApple@des.wa.gov)

**Note:** For Email notice, the Email Subject line must state:  
*Master Contract Insurance Certificate – Master Contract No. 06821*

*Spoken Language Interpreter Services, Scheduling and Coordinating  
Software Solution*

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

## LIST OF COVERED LANGUAGES

LANGUAGES REQUESTED IN WASHINGTON STATE			
Akran	Farsi *	Kinaray-a	Persian (Farsi/Dari)
Albanian (Tosk Albanian)	Fijian	Kinyarwanda	Pohnpeian
Amharic*	Finnish	Kirundi	Polish
Anuak	French	Kmhmu	Portuguese
Arabic*	French Creole	Korean*	Quechua
Armenian	Fulah	Kosraean	Romanian (Moldavian)
Assyrian	Ganda (Luganda)	Kunama	Rundi (Kirundi)
Azeri (Azerbaijani)	Georgian	Kurdish	Russian*
Balochi	German	Lao	Salish (Puget Sound)
Bambara	Greek	Latvian	Salish (Straits)
Bengali	Gujarati	Limba	Samoa
Bikol	Haitian	Lingala	Serbian (Serbo-Croatian)
Bini/Edo	Haitian Creole	Lithuanian	Shona
Bosnian	Haka Chin	Macedonian	Sinhala (Sinhalese)
Bulgarian	Hausa	Malay (Malaysian)	Slovak
Burmese	Hebrew	Malayalam	Slovenian
Cantonese *	Hiligaynon (Ilonggo)	Mam	Somali*
Cebuano	Hindi	Mandarin*	Soninke
Cham	Hmong; Mong	Mandingo (Mandinka)	Spanish*
Chamorro	Hungarian	Marathi	Sundanese
Chin	Igbo (Ibo, Egbo)	Marshallese	Swahili
ChiuChow	Iloko (Ilocano)	Mien	Swedish
Chuukese	Indonesian	Mixtec	Tagalog (Filipino)
Creole	Italian	Mongolian	Tajik
Croatian	Japanese	Navajo (Navaho)	Tamil
Czech	Kakwa	Nepali (Nepalese)	Telugu (Telegu)
Danish	Kanjobal	Norwegian	Thai
Dari	Karen languages	Nuer	Tibetan
Dinka	Kashmiri	Oromo (Afaan Oromo)	Tigrinya (Tigrigna)*
Dutch (Flemish)	Kayah	Palauan	Tonga
Dzongkha	Khmer (Cambodian)*	Pampanga	Turkish
Esan	Khmer (Central)	Pangasinan	Turkmen
Estonian	Khmu	Panjabi (Punjabi)*	Ukrainian *
Ewe	Kikuyu (Gikuyu)	Pashto (Pushto)	Urdu
			Vietnamese *

\* Indicates language of high demand