State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	17622
Liban A. Mahamed, DBA Somali Language Interpreting & Translation	Amendment No.:	1
21217 82 nd Place W Edmonds, WA 98026	Effective Date:	September 4, 2023

FIRST AMENDMENT

TO

CONTRACT No. 17622

SPOKEN LANGUAGE INTERPRETER SERVICES - COURT CREDENTIALED

This First Amendment ("Amendment") to Contract No. 17622 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 Liban A. Mahamed, DBA Somali Language Interpreting & Translation, a Limited Liability Company ("Contractor") and is dated and effective as of September 4, 2023.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 17622 dated effective as of July 1, 2023 ("Contract").
- B. The Parties now desire to amend the Contract to add language regarding the 30-minute minimum compensation for Over the Phone Interpreting (OPI) and Video Remote Interpreting (VRI) services categories, as well as revise Section 10.6 Mileage/Travel Reimbursement to allow travel reimbursement below 20 miles one way.
- C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

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

- 1. 30-MINUTE MINIMUM. The following provision is added at the end of Section 7 of Exhibit A (Minimum Purchasing Requirements and Payment):
 - 3. For OPI and VRI Interpretation assignments, Contractor/Interpreter shall be entitled to a minimum of 30 minutes of compensation at their quoted minute rate regardless of whether the assignment lasts the entire 30 minutes.

2. MILEAGE/TRAVEL REIMBURSEMENT. Section 10.6 of the Contract (Mileage/Travel Reimbursement) is hereby amended by deleting the existing Section 10.6 in its entirety and inserting the following in lieu thereof:

10.6 Mileage/Travel Reimbursement.

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

Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

STATE OF WASHINGTON

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

LIBAN A. MAHAMED, DBA SOMALI LANGUAGE

INTERPR COMPAN	ETING & TRANSLATION, A LIMITED LIABILITY NY	DEPARTMENT OF ENTERPRISE SERVICES
D	ca full	By:
Ву:	Liban Mahamed (Sep 20, 2023 10:14 PDT)	Name: Tim Foitzik
Name:	Liban Mahamed	Title: Procurement Supervisor
Title:	Owner	Date: 9/19/2023
Date:	09/20/2023	Date

State of Washington Contracts & Procurement Division Department of Enterprise Services	CONTRACT AMENDMENT	
P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	17622
Daniel Shamebo Sabore, dba Language Translation	Amendment	No.: 2
Services 6543 Rolling Creek Dr Colorado Springs, CO 80924	Effective Date:	May 1, 2024

SECOND AMENDMENT

TO

CONTRACT No. 17622

SPOKEN LANGUAGE INTERPRETER SERVICES — COURT CREDENTIALED

This Second Amendment ("Amendment") to Contract No. 17622 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 Daniel Shamebo Sabore dba Language Translation Services, a sole proprietor ("Contractor") and is dated as of May 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 17622 for Spoken Language Interpreter Services Court Credentialed dated effective as of July 1, 2023 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - By instrument titled First Amendment to Contract (dated September 4, 2023) to add a provision to Exhibit A (30-Minute Minimum) and amend Section 10.6 (Mileage/Travel Reimbursement).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

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

EXHIBIT A – INCLUDED SERVICES. Exhibit A – Included Services of the Contract is hereby amended by deleting the existing Exhibit A – Included Services in its entirety and inserting the attached Exhibit A – Included Services (Dated May 1, 2024). As of the effective date of this Amendment, any reference to Exhibit A – Included Services shall be deemed to be a reference to the attached Exhibit A – Included Services (Dated May 1, 2024).

- 2. EXHIBIT B-1 PRICES. *Exhibit B-1 Prices* of the Contract is hereby amended by deleting the existing *Exhibit B-1 Prices* in its entirety and inserting the attached *Exhibit B-1 Prices* (Dated May 1, 2024). As of the effective date of this Amendment, any reference to *Exhibit B-1 Prices* shall be deemed to be a reference to the attached *Exhibit B-1 Prices* (Dated May 1, 2024).
- 3. Nondiscrimination. The following provision is added as a new subsection at the end of Section 20 of the Contract (General Provisions):

19.24. Nondiscrimination.

- (a) <u>Nondiscrimination Requirement</u>. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) <u>Default</u>. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to

Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

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

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

DANIEL SHAMEBO SABORE DBA LANGUAGE TRANSLATION SERVICES,			STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES	
A SOLE PI	ROPRIETOR		\$1.7	
	Daniel Shamebo Sabore	Ву:		
By:	Daniel Shamebo Sabore (May 16, 2024 09:44 MDT)	Name:	Tim Foitzik	
Name:	Daniel S. Sabore	Tial	Due anno march Companyia an	
Title:	Managing Director	Title:	Procurement Supervisor	
Date:	05/16/2024	Date:	05/15/2024	
Date.				

Ехнівіт А

INCLUDED SERVICES FOR SPOKEN LANGUAGE INTERPRETER SERVICES COURT CREDENTIALED (CERTIFIED OR REGISTERED)

Purpose: This Contract is for court certified/registered spoken language interpreter services for In-Person Interpretation (IPI), Video Remote Interpretation (VRI), and Over the Phone Interpretation (OPI) with qualified interpreters for Washington state agencies and other eligible Purchasers. 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 Contract does not involve transcription or other interpreter services (e.g., Sign Language) as these services are available under other contracts.

1. GENERAL SPECIFICATIONS.

- 1.1. COVERED SERVICES. Purchasers utilize Court Credentialed Interpreter Services to interpret for individuals who are not proficient in spoken English in criminal, civil, and administrative proceedings.
 - 1.1.1 Interpreters must be credentialed as certified or registered by the Washington State Administrative Office of the Courts; and capable of providing interpreter services through the three specified modalities (IPI, OPI, and VRI, using specified technology) that accurately interpret for individuals from any background without changing the language register, whether the speaker is using very formal legal language or less formal colloquial language.
 - 1.1.2 Contractor's interpreters shall provide pre-scheduled over the phone interpretation (OPI) and video remote interpretation (VRI) services (Services) for languages listed below. Purchasers will request the Services on an as-needed basis. Contractor shall facilitate language identification prior to connecting Purchaser with interpreter. Once interpretation begins, the OPI or VRI call cannot be placed on hold or put into a queue.
- 1.2. EQUIPMENT. Contractor's interpreters shall provide pre-scheduled over the phone interpretation (OPI) and video remote interpretation (VRI) services (Services) for languages listed below. Contractor shall facilitate language identification prior to connecting Purchaser with interpreter. Once interpretation begins, the OPI or VRI call cannot be placed on hold or put into a queue.

1.3. LANGUAGES.

1.1.3 Languages Requiring Interpreters Certified by the <u>Washington State Administrative Office</u> of the Courts:

Arabic	Cantonese	Mandarin
(Egyptian or	French	Portuguese
Levantine)	Khmer	Russian
Bosnian /	(Cambodian)	Spanish
Croatian /	Korean	Tagalog
Serbian	Laotian	Vietnamese

1.1.4 Languages Requiring Interpreters Registered by the <u>Washington State Administrative</u>
Office of the Courts:

Albanian Hindi Romanian **Amharic** Hungarian Samoan **Burmese** Ilocano Somali Swahili Czech Japanese Dutch Kurdish-Thai Farsi Kurmanji **Tigrinya** Turkish German Marshallese Greek Oromo Ukrainian Haitian Polish Urdu Creole Wolof Portuguese Hebrew Punjabi Yoruba

1.1.5 All Other Languages. Contractor shall provide services for all other unlisted languages.

2. GENERAL INTERPRETER REQUIREMENTS.

- 2.1. Interpreter Qualifications: Contractor must ensure that the interpreter is a professional and has the appropriate credentials and qualifications to complete the Services as required by this Contract. Qualified interpreters must be skilled to industry standards, expectations and trends and must be certified or registered by the Washington State Administrative Office of the Courts (AOC). For court interpreter certification requirements, please refer to www.courts.wa.gov/programs orgs/pos interpret. Pursuant to RCW 2.43.030(1)(b), interpreters for legal proceedings must be certified/registered by the Washington State Administrative Office of the Courts (AOC) unless good cause is found and noted on the record by the appointing authority. RCW 2.43.020(3) defines legal proceedings as a proceeding in any court in this state, grand jury hearing, or hearing before an inquiry judge, or before an administrative board, commission, agency, or licensing body of the state or any political subdivision thereof. For AOC's court interpreter program and requirements, please refer to www.courts.wa.gov/programs orgs/pos interpret. Court interpreters must accurately interpret for people from any background without changing the language register, whether the speaker is using very formal legal language or less formal colloquial language. They interpret in both criminal and civil cases with a wide range of possible subjects. The interpreter who performs court interpreting must be certified or registered by the Washington State Administrative Office of the Courts (AOC) Washington State Court Interpreter Program. The interpreter must also be able to reliably provide video remote interpretation and over the phone interpretation in such cases where they or a client are unable to appear in-person.
- 2.2. Interpreter Location: The Contractor shall ensure the interpreter performs Services from a business location or a home-based office that meets the security, confidentiality, and other applicable requirements of this Statewide Contract.
- 2.3. Interpreter Home Based Office: Contractor must ensure the interpreter's home office is professionally qualified and is appropriately designed to meet the requirements specified in this Statewide Contract, such as confidentiality and security compliance.

- 2.4. Background Noise and Distractions: Contractor shall ensure the business location or the home based office where the interpreters are providing the Service has little to no noise or other background distractions while providing OPI or VRI services.
- 2.5. Interpreter Conduct Requirements: Contractor must ensure that interpreters comply at minimum to the DSHS Interpreter Code of Ethics or the ATA Interpreter Code of Ethics.
- 2.6. Interpret First Person: Interpreter must interpret as if they are the client or the Purchaser.
- 2.7. Professional Expectations: The interpreter shall be the utmost courteous and professional when interpreting or conversing with the Purchasers and/or the clients. In addition to the certification or qualifications requirements, interpreter must also have attained the following skills through verifiable credentials or experience.
 - 1) The interpreter must introduce themselves to the Purchaser and the client using their first name and ID number.
 - 2) The interpreters shall respect cultural, political, socio-economic and any differences between the interpreters, Purchasers and clients.
 - 3) The interpreters shall not have any additional or side conversations with the clients, unless directed otherwise by the Purchasers.
 - 4) The interpreters shall refrain from entering into any disagreement with the Purchasers and/or the clients while providing Interpreter Services.
 - 5) The interpreters shall remain neutral, and shall not interpret conversations in a manner that will direct a certain result or convey interpreter advice, position or opinion, unless prompted by the Purchaser with additional instructions.
 - 6) In addition to the certification or qualifications requirements, interpreter must also have attained the following skills through verifiable credentials or experience:
 - Customer service and professionalism,
 - Cultural sensitivity and awareness,
 - Safeguarding client information as required through federal and state law, as well as Purchaser policies when identified and requested:
 - Protected Health Information (PHI)
 - Personally Identifiable Information (PII)
 - Health Insurance Portability and Accountability Act (HIPAA), and
 - Where applicable or requested by Purchaser, topic specific expertise:
 Standard medical, specialized medical, court or legal, social service, corrections, and workers' compensation.
- 2.8. Interpret Accurately: The interpreters shall accurately interpret the Purchaser and client statements. The interpreter must relay the message in its entirety with the meaning preserved throughout the conversation. Interpreters shall not paraphrase, edit, or omit information which may erroneously change the meaning of the clients' or Purchasers' statements.
- 2.9. Call Scripts: Contractor shall ensure that the interpreters follow Purchasers' call scripts, if requested.
- 2.10. Training the Purchaser: Contractor shall provide Purchaser training support. Resources shall be available to Purchaser in multiple formats including but not limited to in person or webinar trainings, short video clips, and written instructions at no cost to the Purchaser. Requested instructional materials must be mailed to the Purchaser within five (5) business days of

- receiving the request. Materials shall include language identification materials, such as "I Speak" cards, language posters, and procedural information for accessing the services.
- 2.11. Access Services: Contractor shall provide Purchaser with training resources for how to access Contractor's OPI and VRI services. The OPI service phone line and VRI services application must be intuitive and user-friendly. If necessary, adequate training on application functionality, training manuals, and installation must be available to Purchasers to help them to quickly and efficiently operate access the Services.
- 2.12. Language Identification: Contractor shall provide support and training to Purchasers to properly identify Client's language when the language is not known to Purchaser. Purchaser shall rely on language identification cards or training provided by the Contractor to connect with an interpreter.
- 2.13. Service Capacity: Contractor must be able to accommodate and adapt to increasing demand for both OPI and VRI services and continue to be in compliance with this Contract. Contractor must have the capabilities to accommodate and adapt to surges in call volume during peak times and surge times, as well as the ability to adapt to overall call volume increases over the life of the Statewide Contract.
- 2.14. Outbound Calls: The interpreters must have the ability to place outbound calls if the call is dropped. The interpreter must also have the ability to place calls to third parties during the interpretation session. Contractor shall not include additional costs for any outbound calls and for placing calls to third parties.
- 2.15. Customer Service: Contractor shall provide Customer Service support 24-hours a day, 7-days a week, 365 days a year (24/7/365) through a free hotline or a single point of contact, and a designated email. Purchaser shall use this line to report all issues, and Contractor must address them.

3. Over The Phone (OPI) Interpretation Requirements.

- 3.1. Contractor shall provide pre-scheduled OPI services. Contractor shall provide services through a single toll-free number or dedicated land line accessible through typical telephone connections, such as cell phones and landlines. Contractor shall seek clarification as necessary from Purchaser. Purchasers shall place their pre-scheduled interpreter services through the Contractor provided Customer Service number. Contractor shall schedule pre-scheduled appointment requests within 48 hours of request. Contractor will provide written confirmation (email) to Purchaser of date, time, language, and number to dial for the pre-scheduled services. The number shall connect the Purchaser directly to the interpreter for the pre-scheduled service at the time of appointment. If appointment is requested with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule that appointment.
- **4. VIDEO REMOTE INTERPRETATION (VRI) REQUIREMENTS:** Contractor shall provide pre-scheduled VRI services utilizing software such as *Zoom, Microsoft Teams,* or another mutually agreed upon video remote software and seek clarification as necessary from Purchaser.
 - 4.1. Pre-Scheduled: Contractor shall provide pre-scheduled VRI services. Contractor shall schedule pre-scheduled VRI appointment requests within 48 hours of request. Purchasers shall place their pre-scheduled Interpreter Service requests through the Contractor provided Customer Service number or the VRI application or a designated email address. Contractor will provide

written confirmation (email) to Purchaser of date, time, language, and application link or invite for the pre-scheduled services. The application link or invite shall connect the Purchaser directly to the interpreter for the pre-scheduled service at the time of appointment. If appointment request is with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule the appointment.

- 4.2. VRI Application: Contractor shall provide the VRI services through a VRI application at no additional cost to Purchaser through a web portal on a computer, smart phone, or tablet. Contractor shall ensure the VRI application is browser neutral and compatible with the most common internet browsers and operating systems. Contractor must also ensure capability with older versions, preferably three (3) historical versions of the common internet browsers and operating systems.
- 4.3. Visual Image and Display Quality: Contractor must ensure VRI application produces high quality visual images and display. The VRI application must produce sharply delineated images that are large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position.
- 4.4. Call Recordings: Call recordings are permitted for the purpose of quality assurance and training only. The Contractor may use the recorded calls for business purposes related to this Statewide Contract only. Upon request, Contractor shall provide to Purchaser non-recorded lines and ensure that they are non-recorded throughout the life of the Statewide Contract. The Contractor shall regularly ensure that non-recorded lines are compliant to the non-recorded requirements of this Statewide Contract. Should a call get inadvertently recorded on a non-recorded call line, the recording shall be destroyed immediately and the Contractor shall notify the Purchaser of the accidental recording and its destruction. Should the Contractor conduct system updates, the Contractor shall ensure that non-recorded lines are available and active for Purchaser use.
- 4.5. VRI Application Technical Requirements:
 - 1. VRI Solution must be HIPAA compliant.
 - 2. Must allow the ability to NOT record or store audio/video transmissions or personally identifiable information (PII) upon request.
 - Must operate easily and interface effectively within State's information technology system and in conjunction with State equipment and Internet services.
 - 4. Must be usable from the Agency's existing available desktop, laptop, or tablet computer equipment and Internet service.
 - 5. Must be operable with web-based systems without downloading or installing standalone software or proprietary hardware onto individual computers.
 - 6. Must be able to consistently deliver high-quality video and audio with minimization of latency and jitter.
 - 7. Must provide confidentiality, privacy, and security for all Video Remote Interpreting conversations.
 - 8. Must provide secure connections for Video Remote Interpreting Services with end to end encryption.
 - 9. Must be designed to incorporate accessible user interface(s) for persons with disabilities, such that the Video Remote Interpreting Service applications, content, and any related user documents comply with applicable laws and regulations.
 - 10. Must be easily usable without requiring special technical expertise.

- 11. Bidder must provide any training or special knowledge to Agency employees required to operate the service at no additional cost to the Agency.
- 12. All connections must be in compliance with HIPAA requirements.
- 13. Firewall must not impede or impair optimal video transmission yet security requirements, such as those of HIPAA, should not be compromised.
- 14. VRI provider chosen must ensure their video interpreters meet the same minimum technical standards from their end.
- **5. IN-PERSON INTERPRETATION (IPI) REQUIREMENTS:** Contractor shall provide pre-scheduled interpreter services. Contractor must ensure that they are able to consistently and reliably provide IPI for all regions for which they bid on and were awarded a contract.
 - 5.1. Interpreter Expectations: Interpreters providing IPI are required to always have proof of identification while on a job site. Contractors and interpreters are to be aware of, and follow, state standards and regulations regarding behavior in State facilities, on State grounds or location where service is conducted, while providing services under this contract:
 - 1. No smoking in State buildings (RCW 70.160.030) and Initiative 502 (RCW 69.50.101).
 - 2. No use of alcohol or illegal drugs (RCW 72.23.300, Chapter 69.50 RCW).
 - 3. No Firearms or explosives (RCW 9.41.300).
 - 4. State ethics standards (RCW 42.52).

6. APPOINTMENT TIMELINE REQUIREMENTS:

- 1. Purchaser must allow a minimum of a 2 week notice of pre-scheduled appointments to Contractor to ensure acceptance.
- 2. Contractor must either accept or reject an appointment request within 48 hours of submittal.
- 3. Contractor is obligated to replace an Interpreter who cancels an appointment.
- 4. No-shows for either party are **unacceptable** and will result in penalties (see below).

7. MINIMUM PURCHASING REQUIREMENTS AND PAYMENT:

- 1. For In-Person Interpretation assignments, Contractor/Interpreter will be entitled to a minimum of 2 hours of compensation at their quoted hourly rate regardless of whether the assignment lasts the entire 2 hours.
- 2. When applicable, Contractor shall round up assignment times to the nearest quarter hour for IPI (ex. an assignment lasting 1 hour and 10 minutes is rounded to 1 hour and 15 minutes) and bill based on a pro rata of their hourly rate. For VRI and OPI the Contractor may round up to the nearest quarter hour and bill based on their per minute rates.
- 3. For OPI and VRI Interpretation assignments, Contractor/Interpreter shall be entitled to a minimum of 30 minutes of compensation at their quoted minute rate regardless of whether the assignment lasts the entire 30 minutes.

8. CANCELATION/NO-SHOW POLICY:

1. For more than 48 business hours (two full calendar days) notice of cancelation neither party shall be penalized for cancelation.

- 2. For less than 48 business hours (two full calendar days) notice of cancelation, if canceled by Purchaser, Interpreter will be authorized to bill the hourly service rate for the first two hours of scheduled time only.
- 3. For less than 48 business hours (two full calendar days) notice of cancelation, if canceled by Contractor/Interpreter, it shall be the responsibility of Contractor/Interpreter to find a replacement Interpreter. If a replacement Interpreter cannot be found, then the Contractor/Interpreter shall be assessed a fee of 1% of their quoted rate.
- 4. If requesting agency fails to cancel for their client resulting in a no-show, Interpreter will be authorized to bill the hourly service rate for the first two hours of scheduled time only.
- 5. If Contractor/Interpreter no-shows an appointment they will be assessed a fee of 2% of their quoted rate.
- 6. In the case of an Interpreter no-show for an appointment, Contractor shall refrain from selecting the no-show Interpreter on future Interpretation requests under this contract for the next 60 days. It shall be the responsibility of the Contractor to track Interpreter no-shows and keep an updated list of temporary restrictions.

CONTRACT DEFINITIONS:

- 1. BUSINESS LICENSE: License issued by the State of Washington to conduct business within the state.
- 2. **CONSECUTIVE INTERPRETING:** Method of interpreting where the interpreter talks after the speaker pauses, which gives them time to process and convey the message in the target language.
- 3. **COURT CERTIFIED OR REGISTERED INTERPRETER**: Interpreter who has been certified/registered by AOC to provide interpreter services for the courts. This may include but is not limited to the AOC test.
- 4. **EMPLOYEE**: A person hired to perform specific and as needed tasks based on employer pre-established criteria, in return for financial or other compensation.
- 5. **HOURLY SERVICE RATE**: The hourly service rate is defined as a flat hourly rate for Interpreter encounters. This rate shall include the costs of proposal preparation, servicing of accounts, all contractual requirements and no shows by DSHS client, employee or service provider.
- 6. **INTERPRETATION**: The oral transfer of a message from one language to another.
- 7. **NO-SHOW**: The result of an interpreter not keeping an appointment with no notice or the requesting end user failing to cancel the appointment.
- 8. **PRIMARY LANGUAGE**: The language identified by the end user as the language that will be required for communication. This is also referred to as the preferred language.
- 9. **SUBCONTRACTOR**: An individual, company, corporation, firm, or combination thereof with whom the contracted contractor develops sub-contracts.
- 10. **TRAVEL TIME:** The time an interpreter uses to commute to and from an appointment. Travel time, if more than one (1) hour each way, is added to the total time of the initial appointment request.

PRICES Olympic

Court Certified & Registered Interpretation				
Language	In-Person Interpretation (IPI) Price Per Hour	Over the Phone Interpretation (OPI) Price Per Minute	Video Remote Interpretation (VRI) Price Per Minute	
Albanian	\$125.00	\$8.50	\$8.50	
Amharic	\$125.00	\$8.50	\$8.50	
Arabic	\$125.00	\$8.50	\$8.50	
Bosnian/Croatian/Serbian	\$125.00	\$8.50	\$8.50	
Burmese	\$125.00	\$8.50	\$8.50	
Cantonese	\$125.00	\$8.50	\$8.50	
Czech	\$125.00	\$8.50	\$8.50	
Dutch	\$125.00	\$8.50	\$8.50	
Farsi	\$125.00	\$8.50	\$8.50	
French	\$125.00	\$8.50	\$8.50	
German	\$125.00	\$8.50	\$8.50	
Greek	\$125.00	\$8.50	\$8.50	
Haitian Creole	\$125.00	\$8.50	\$8.50	
Hebrew	\$125.00	\$8.50	\$8.50	
Hindi	\$125.00	\$8.50	\$8.50	
Hungarian	\$125.00	\$8.50	\$8.50	
Ilocano	\$125.00	\$8.50	\$8.50	
Japanese	\$125.00	\$8.50	\$8.50	
Khmer (Cambodian)	\$125.00	\$8.50	\$8.50	
Korean	\$125.00	\$8.50	\$8.50	
Kurdish-Kurmanji	\$125.00	\$8.50	\$8.50	
Laotian	\$125.00	\$8.50	\$8.50	
Mandarin	\$125.00	\$8.50	\$8.50	
Marshallese	\$125.00	\$8.50	\$8.50	
Oromo	\$125.00	\$8.50	\$8.50	
Polish	\$125.00	\$8.50	\$8.50	
Portuguese	\$125.00	\$8.50	\$8.50	
Punjabi	\$125.00	\$8.50	\$8.50	
Romanian	\$125.00	\$8.50	\$8.50	
Russian	\$125.00	\$8.50	\$8.50	
Samoan	\$125.00	\$8.50	\$8.50	
Somali	\$125.00	\$8.50	\$8.50	

Spanish	\$125.00	\$8.50	\$8.50
Swahili	\$125.00	\$8.50	\$8.50
Tagalog	\$125.00	\$8.50	\$8.50
Thai	\$125.00	\$8.50	\$8.50
Tigrinya	\$125.00	\$8.50	\$8.50
Turkish	\$125.00	\$8.50	\$8.50
Ukrainian	\$125.00	\$8.50	\$8.50
Urdu	\$125.00	\$8.50	\$8.50
Vietnamese	\$125.00	\$8.50	\$8.50
Wolof	\$125.00	\$8.50	\$8.50
Yoruba	\$125.00	\$8.50	\$8.50
All Other Languages	\$250.00	\$2.50	\$2.50

Northwest

Court Certified & Registered Interpretation				
Language	In-Person Interpretation (IPI) Price Per Hour	Over the Phone Interpretation (OPI) Price Per Minute	Video Remote Interpretation (VRI) Price Per Minute	
Albanian	\$125.00	\$8.50	\$8.50	
Amharic	\$125.00	\$8.50	\$8.50	
Arabic	\$125.00	\$8.50	\$8.50	
Bosnian/Croatian/Serbian	\$125.00	\$8.50	\$8.50	
Burmese	\$125.00	\$8.50	\$8.50	
Cantonese	\$125.00	\$8.50	\$8.50	
Czech	\$125.00	\$8.50	\$8.50	
Dutch	\$125.00	\$8.50	\$8.50	
Farsi	\$125.00	\$8.50	\$8.50	
French	\$125.00	\$8.50	\$8.50	
German	\$125.00	\$8.50	\$8.50	
Greek	\$125.00	\$8.50	\$8.50	
Haitian Creole	\$125.00	\$8.50	\$8.50	
Hebrew	\$125.00	\$8.50	\$8.50	
Hindi	\$125.00	\$8.50	\$8.50	
Hungarian	\$125.00	\$8.50	\$8.50	
Ilocano	\$125.00	\$8.50	\$8.50	
Japanese	\$125.00	\$8.50	\$8.50	
Khmer (Cambodian)	\$125.00	\$8.50	\$8.50	
Korean	\$125.00	\$8.50	\$8.50	

Kurdish-Kurmanji	\$125.00	\$8.50	\$8.50
Laotian	\$125.00	\$8.50	\$8.50
Mandarin	\$125.00	\$8.50	\$8.50
Marshallese	\$125.00	\$8.50	\$8.50
Oromo	\$125.00	\$8.50	\$8.50
Polish	\$125.00	\$8.50	\$8.50
Portuguese	\$125.00	\$8.50	\$8.50
Punjabi	\$125.00	\$8.50	\$8.50
Romanian	\$125.00	\$8.50	\$8.50
Russian	\$125.00	\$8.50	\$8.50
Samoan	\$125.00	\$8.50	\$8.50
Somali	\$125.00	\$8.50	\$8.50
Spanish	\$125.00	\$8.50	\$8.50
Swahili	\$125.00	\$8.50	\$8.50
Tagalog	\$125.00	\$8.50	\$8.50
Thai	\$125.00	\$8.50	\$8.50
Tigrinya	\$125.00	\$8.50	\$8.50
Turkish	\$125.00	\$8.50	\$8.50
Ukrainian	\$125.00	\$8.50	\$8.50
Urdu	\$125.00	\$8.50	\$8.50
Vietnamese	\$125.00	\$8.50	\$8.50
Wolof	\$125.00	\$8.50	\$8.50
Yoruba	\$125.00	\$8.50	\$8.50
All Other Languages	\$250.00	\$2.50	\$2.50

Southwest

Court Certified & Registered Interpretation				
Language	In-Person Interpretation (IPI) Price Per Hour	Over the Phone Interpretation (OPI) Price Per Minute	Video Remote Interpretation (VRI) Price Per Minute	
Albanian	\$125.00	\$8.50	\$8.50	
Amharic	\$125.00	\$8.50	\$8.50	
Arabic	\$125.00	\$8.50	\$8.50	
Bosnian/Croatian/Serbian	\$125.00	\$8.50	\$8.50	
Burmese	\$125.00	\$8.50	\$8.50	
Cantonese	\$125.00	\$8.50	\$8.50	
Czech	\$125.00	\$8.50	\$8.50	
Dutch	\$125.00	\$8.50	\$8.50	
Farsi	\$125.00	\$8.50	\$8.50	

French	\$125.00	\$8.50	\$8.50
German	\$125.00	\$8.50	\$8.50
Greek	\$125.00	\$8.50	\$8.50
Haitian Creole	\$125.00	\$8.50	\$8.50
Hebrew	\$125.00	\$8.50	\$8.50
Hindi	\$125.00	\$8.50	\$8.50
Hungarian	\$125.00	\$8.50	\$8.50
Ilocano	\$125.00	\$8.50	\$8.50
Japanese	\$125.00	\$8.50	\$8.50
Khmer (Cambodian)	\$125.00	\$8.50	\$8.50
Korean	\$125.00	\$8.50	\$8.50
Kurdish-Kurmanji	\$125.00	\$8.50	\$8.50
Laotian	\$125.00	\$8.50	\$8.50
Mandarin	\$125.00	\$8.50	\$8.50
Marshallese	\$125.00	\$8.50	\$8.50
Oromo	\$125.00	\$8.50	\$8.50
Polish	\$125.00	\$8.50	\$8.50
Portuguese	\$125.00	\$8.50	\$8.50
Punjabi	\$125.00	\$8.50	\$8.50
Romanian	\$125.00	\$8.50	\$8.50
Russian	\$125.00	\$8.50	\$8.50
Samoan	\$125.00	\$8.50	\$8.50
Somali	\$125.00	\$8.50	\$8.50
Spanish	\$125.00	\$8.50	\$8.50
Swahili	\$125.00	\$8.50	\$8.50
Tagalog	\$125.00	\$8.50	\$8.50
Thai	\$125.00	\$8.50	\$8.50
Tigrinya	\$125.00	\$8.50	\$8.50
Turkish	\$125.00	\$8.50	\$8.50
Ukrainian	\$125.00	\$8.50	\$8.50
Urdu	\$125.00	\$8.50	\$8.50
Vietnamese	\$125.00	\$8.50	\$8.50
Wolof	\$125.00	\$8.50	\$8.50
Yoruba	\$125.00	\$8.50	\$8.50
All Other Languages	\$250.00	\$2.50	\$2.50

South Central

Court Certified & Registered Interpretation						
Language	Language In-Person Over the Phone Video Remote					
	Interpretation (IPI)	Interpretation (OPI)	Interpretation (VRI)			
	Price Per Hour	Price Per Minute	Price Per Minute			
Albanian	\$125.00	\$8.50	\$8.50			
Amharic	\$125.00	\$8.50	\$8.50			
Arabic	\$125.00	\$8.50	\$8.50			
Bosnian/Croatian/Serbian	\$125.00	\$8.50	\$8.50			
Burmese	\$125.00	\$8.50	\$8.50			
Cantonese	\$125.00	\$8.50	\$8.50			
Czech	\$125.00	\$8.50	\$8.50			
Dutch	\$125.00	\$8.50	\$8.50			
Farsi	\$125.00	\$8.50	\$8.50			
French	\$125.00	\$8.50	\$8.50			
German	\$125.00	\$8.50	\$8.50			
Greek	\$125.00	\$8.50	\$8.50			
Haitian Creole	\$125.00	\$8.50	\$8.50			
Hebrew	\$125.00	\$8.50	\$8.50			
Hindi	\$125.00	\$8.50	\$8.50			
Hungarian	\$125.00	\$8.50	\$8.50			
Ilocano	\$125.00	\$8.50	\$8.50			
Japanese	\$125.00	\$8.50	\$8.50			
Khmer (Cambodian)	\$125.00	\$8.50	\$8.50			
Korean	\$125.00	\$8.50	\$8.50			
Kurdish-Kurmanji	\$125.00	\$8.50	\$8.50			
Laotian	\$125.00	\$8.50	\$8.50			
Mandarin	\$125.00	\$8.50	\$8.50			
Marshallese	\$125.00	\$8.50	\$8.50			
Oromo	\$125.00	\$8.50	\$8.50			
Polish	\$125.00	\$8.50	\$8.50			
Portuguese	\$125.00	\$8.50	\$8.50			
Punjabi	\$125.00	\$8.50	\$8.50			
Romanian	\$125.00	\$8.50	\$8.50			
Russian	\$125.00	\$8.50	\$8.50			
Samoan	\$125.00	\$8.50	\$8.50			
Somali	\$125.00	\$8.50	\$8.50			
Spanish	\$125.00	\$8.50	\$8.50			
Swahili	\$125.00	\$8.50	\$8.50			
Tagalog	\$125.00	\$8.50	\$8.50			

CONTRACT No. 17622 - AMENDMENT No. 02 (Rev. 2023-12-12)

Thai	\$125.00	\$8.50	\$8.50
Tigrinya	\$125.00	\$8.50	\$8.50
Turkish	\$125.00	\$8.50	\$8.50
Ukrainian	\$125.00	\$8.50	\$8.50
Urdu	\$125.00	\$8.50	\$8.50
Vietnamese	\$125.00	\$8.50	\$8.50
Wolof	\$125.00	\$8.50	\$8.50
Yoruba	\$125.00	\$8.50	\$8.50
All Other Languages	\$250.00	\$2.50	\$2.50

North Central

Court Certified & Registered Interpretation				
Language	In-Person Interpretation (IPI) Price Per Hour	nterpretation (IPI) Interpretation (OPI)		
Albanian	\$125.00	\$8.50	\$8.50	
Amharic	\$125.00	\$8.50	\$8.50	
Arabic	\$125.00	\$8.50	\$8.50	
Bosnian/Croatian/Serbian	\$125.00	\$8.50	\$8.50	
Burmese	\$125.00	\$8.50	\$8.50	
Cantonese	\$125.00	\$8.50	\$8.50	
Czech	\$125.00	\$8.50	\$8.50	
Dutch	\$125.00	\$8.50	\$8.50	
Farsi	\$125.00	\$8.50	\$8.50	
French	\$125.00	\$8.50	\$8.50	
German	\$125.00	\$8.50	\$8.50	
Greek	\$125.00	\$8.50	\$8.50	
Haitian Creole	\$125.00	\$8.50	\$8.50	
Hebrew	\$125.00	\$8.50	\$8.50	
Hindi	\$125.00	\$8.50	\$8.50	
Hungarian	\$125.00	\$8.50	\$8.50	
Ilocano	\$125.00	\$8.50	\$8.50	
Japanese	\$125.00	\$8.50	\$8.50	
Khmer (Cambodian)	\$125.00	\$8.50	\$8.50	
Korean	\$125.00	\$8.50	\$8.50	
Kurdish-Kurmanji	\$125.00	\$8.50	\$8.50	
Laotian	\$125.00	\$8.50	\$8.50	
Mandarin	\$125.00	\$8.50	\$8.50	

Marshallese	\$125.00	\$8.50	\$8.50
Oromo	\$125.00	\$8.50	\$8.50
Polish	\$125.00	\$8.50	\$8.50
Portuguese	\$125.00	\$8.50	\$8.50
Punjabi	\$125.00	\$8.50	\$8.50
Romanian	\$125.00	\$8.50	\$8.50
Russian	\$125.00	\$8.50	\$8.50
Samoan	\$125.00	\$8.50	\$8.50
Somali	\$125.00	\$8.50	\$8.50
Spanish	\$125.00	\$8.50	\$8.50
Swahili	\$125.00	\$8.50	\$8.50
Tagalog	\$125.00	\$8.50	\$8.50
Thai	\$125.00	\$8.50	\$8.50
Tigrinya	\$125.00	\$8.50	\$8.50
Turkish	\$125.00	\$8.50	\$8.50
Ukrainian	\$125.00	\$8.50	\$8.50
Urdu	\$125.00	\$8.50	\$8.50
Vietnamese	\$125.00	\$8.50	\$8.50
Wolof	\$125.00	\$8.50	\$8.50
Yoruba	\$125.00	\$8.50	\$8.50
All Other Languages	\$250.00	\$2.50	\$2.50

Eastern

Court Certified & Registered Interpretation				
Language	In-Person Interpretation (IPI) Price Per Hour	Over the Phone Interpretation (OPI) Price Per Minute	Video Remote Interpretation (VRI) Price Per Minute	
Albanian	\$125.00	\$8.50	\$8.50	
Amharic	\$125.00	\$8.50	\$8.50	
Arabic	\$125.00	\$8.50	\$8.50	
Bosnian/Croatian/Serbian	\$125.00	\$8.50	\$8.50	
Burmese	\$125.00	\$8.50	\$8.50	
Cantonese	\$125.00	\$8.50	\$8.50	
Czech	\$125.00	\$8.50	\$8.50	
Dutch	\$125.00	\$8.50	\$8.50	
Farsi	\$125.00	\$8.50	\$8.50	
French	\$125.00	\$8.50	\$8.50	
German	\$125.00	\$8.50	\$8.50	

Greek	\$125.00	\$8.50	\$8.50
Haitian Creole	\$125.00	\$8.50	\$8.50
Hebrew	\$125.00	\$8.50	\$8.50
Hindi	\$125.00	\$8.50	\$8.50
Hungarian	\$125.00	\$8.50	\$8.50
Ilocano	\$125.00	\$8.50	\$8.50
Japanese	\$125.00	\$8.50	\$8.50
Khmer (Cambodian)	\$125.00	\$8.50	\$8.50
Korean	\$125.00	\$8.50	\$8.50
Kurdish-Kurmanji	\$125.00	\$8.50	\$8.50
Laotian	\$125.00	\$8.50	\$8.50
Mandarin	\$125.00	\$8.50	\$8.50
Marshallese	\$125.00	\$8.50	\$8.50
Oromo	\$125.00	\$8.50	\$8.50
Polish	\$125.00	\$8.50	\$8.50
Portuguese	\$125.00	\$8.50	\$8.50
Punjabi	\$125.00	\$8.50	\$8.50
Romanian	\$125.00	\$8.50	\$8.50
Russian	\$125.00	\$8.50	\$8.50
Samoan	\$125.00	\$8.50	\$8.50
Somali	\$125.00	\$8.50	\$8.50
Spanish	\$125.00	\$8.50	\$8.50
Swahili	\$125.00	\$8.50	\$8.50
Tagalog	\$125.00	\$8.50	\$8.50
Thai	\$125.00	\$8.50	\$8.50
Tigrinya	\$125.00	\$8.50	\$8.50
Turkish	\$125.00	\$8.50	\$8.50
Ukrainian	\$125.00	\$8.50	\$8.50
Urdu	\$125.00	\$8.50	\$8.50
Vietnamese	\$125.00	\$8.50	\$8.50
Wolof	\$125.00	\$8.50	\$8.50
Yoruba	\$125.00	\$8.50	\$8.50
All Other Languages	\$250.00	\$2.50	\$2.50

State of Washington Contracts & Procurement Division Department of Enterprise Services	CONTRACT AMENDMENT	
P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	17622
Somali Language Interpreting & Translation	Amendment No.:	3
P.O. Box 552 Lynnwood, WA 98046	Effective Date:	July 1, 2024

THIRD AMENDMENT

TO

CONTRACT No. 17622

SPOKEN LANGUAGE INTERPRETER SERVICES — COURT CREDENTIALED

This Third Amendment ("Amendment") to Contract No. 17622 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 Somali Language Interpreting & Translation, a sole proprietor ("Contractor") and is dated as of July 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 17622 dated effective as of June 29, 2023 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - (1) By instrument titled First Amendment to contract (dated September 4, 2023) to add a provision to Exhibit A (30-Minute Minimum) and amend section 10.6 (Mileage/Travel Reimbursement); and
 - (2) By instrument titled Second Amendment to contract (dated May 1, 2024) to replace Exhibit A Included Services and Exhibit B-1 Prices.
- C. The Parties now desire to amend the Contract to execute an economic price adjustment.
- D. The Parties further desire to amend the Contract to revise Exhibit A Included Services, Section 8 (Cancelation/No-show Policy).
- E. The Parties further desire to amend the Contract to include a 'pay equality provision' as required by the Washington State Legislature. See LAWS OF 2023, ch. 475, § 919(4).
- F. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

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

- 1. ECONOMIC PRICE ADJUSTMENT. Pursuant to Section 3.3 of the Contract, the pricing for the goods/services is hereby amended by deleting the existing **Exhibit B-1 Prices** in its entirety and inserting the attached **Exhibit B-1 Prices** (dated July 1, 2024). These prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index/indices: 3.86% PPI series CEU6054199011. The Contract pricing for the goods/services is hereby amended by deleting the existing **Exhibit B-1 Prices** (July 1, 2024). As of the effective date of this Amendment, these prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index/indices: 3.86% PPI series CEU6054199011.
- 2. EXHIBIT A INCLUDED SERVICES. Section 8 (Cancelation/No-show Policy) of Exhibit A Included Services of the Contract is hereby amended by deleting the existing section 8 language and replacing it with the following:
 - 8. Cancelation/No-Show Policy:
 - (a) For more than 48 business hours (two full calendar days) notice of cancelation, neither part shall be penalized for cancelation.
 - (b) For less than 48 hours (two full calendar days) notice of cancelation, if cancelled by Purchaser, Interpreter will be entitled to bill the Hourly Service rate or Minute Service rate for the entire booking, up to a maximum of seven (7) hours. This policy will be in effect for all work done under this contract, unless otherwise specified in a separate agreement between Contractor and Agency, at the Purchasing Agency's discretion.
 - (c) For less than 48 hours (two full calendar days) notice of cancelation, if canceled by Contractor/Interpreter, it shall be the responsibility of Contractor/Interpreter to find a replacement Interpreter. If a replacement Interpreter cannot be found, then the Contractor/Interpreter shall be assessed a fee of 1% of their quoted rate.
 - (d) If Contractor/Interpreter no-shows an appointment, they will be assessed a fee of 2% of their quoted rate.
 - (e) In the case of an Interpreter no-show for an appointment, Contractor shall refrain from selecting the no-show Interpreter on future Interpretation requests under this contract for the next 60 days. It shall be the responsibility of the Contractor to track Interpreter no-shows and keep an updated list of temporary restrictions.
- 3. PAY EQUALITY. The following provision is added to the end of section 19 (General Provisions) as a new subsection:
 - 19.24 WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility,

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

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

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

	PROPRIETOR DEPARTMENT OF ENTERPRISE SERVICES			
Ву:	Liban Mahamed (Sep 29, 2024 20:51 PDT)	Ву:	864	
Name:	Liban Mahamed	Name:	Tim Foitzik	
Title:	Owner	Title:	Procurement Supervisor	
Date:	09/29/2024	Date:	9/24/2024	

CONTRACT No. 17622 - AMENDMENT No. 03 (Rev. 2024-08-15)

Prices

Northwest

	Court Certified & Registered Interpretation				
Language	In-Person Interpretation (IPI) Price Per Hour	Over the Phone Interpretation (OPI) Price Per Minute	Video Remote Interpretation (VRI) Price Per Minute		
Albanian	\$129.83	\$2.08	\$2.08		
Amharic	\$129.83	\$2.08	\$2.08		
Arabic	\$129.83	\$2.08	\$2.08		
Bosnian/Croatian/Serbian	\$129.83	\$2.08	\$2.08		
Burmese	\$129.83	\$2.08	\$2.08		
Cantonese	\$129.83	\$2.08	\$2.08		
Czech	\$129.83	\$2.08	\$2.08		
Dutch	\$129.83	\$2.08	\$2.08		
Farsi	\$129.83	\$2.08	\$2.08		
French	\$129.83	\$2.08	\$2.08		
German	\$129.83	\$2.08	\$2.08		
Greek	\$129.83	\$2.08	\$2.08		
Haitian Creole	\$129.83	\$2.08	\$2.08		
Hebrew	\$129.83	\$2.08	\$2.08		
Hindi	\$129.83	\$2.08	\$2.08		
Hungarian	\$129.83	\$2.08	\$2.08		
Ilocano	\$129.83	\$2.08	\$2.08		
Japanese	\$129.83	\$2.08	\$2.08		
Khmer (Cambodian)	\$129.83	\$2.08	\$2.08		
Korean	\$129.83	\$2.08	\$2.08		
Kurdish-Kurmanji	\$129.83	\$2.08	\$2.08		
Laotian	\$129.83	\$2.08	\$2.08		
Mandarin	\$129.83	\$2.08	\$2.08		
Marshallese	\$129.83	\$2.08	\$2.08		
Oromo	\$129.83	\$2.08	\$2.08		
Polish	\$129.83	\$2.08	\$2.08		
Portuguese	\$129.83	\$2.08	\$2.08		
Punjabi	\$129.83	\$2.08	\$2.08		
Romanian	\$129.83	\$2.08	\$2.08		
Russian	\$129.83	\$2.08	\$2.08		
Samoan	\$129.83	\$2.08	\$2.08		

Somali	\$129.83	\$2.08	\$2.08
Spanish	\$129.83	\$2.08	\$2.08
Swahili	\$129.83	\$2.08	\$2.08
Tagalog	\$129.83	\$2.08	\$2.08
Thai	\$129.83	\$2.08	\$2.08
Tigrinya	\$129.83	\$2.08	\$2.08
Turkish	\$129.83	\$2.08	\$2.08
Ukrainian	\$129.83	\$2.08	\$2.08
Urdu	\$129.83	\$2.08	\$2.08
Vietnamese	\$129.83	\$2.08	\$2.08
Wolof	\$129.83	\$2.08	\$2.08
Yoruba	\$129.83	\$2.08	\$2.08
All Other Languages	\$129.83	\$2.08	\$2.08

State of Washington Contracts & Procurement Division Department of Enterprise Services	CONTRACT AMENDMENT	
P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	17622
Horn of Africa Languages PO Box 552	Amendment No.:	4
Lynnwood, WA 98046	Effective Date:	July 1, 2025

FOURTH AMENDMENT

TO

CONTRACT No. 17622

SPOKEN LANGUAGE INTERPRETER SERVICES — COURT CREDENTIALED

This Fourth Amendment ("Amendment") to Contract No. 17622 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 Horn of Africa Languages, a sole proprietor ("Contractor") and is dated as of July 1, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 17622 dated effective as of June 29, 2023 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - (1) By instrument titled First Amendment to contract (dated September 4, 2023) to add a provision to Exhibit A (30-Minute Minimum) and amend section 10.6 (Mileage/Travel Reimbursement); and
 - (2) By instrument titled Second Amendment to contract (dated May 1, 2024) to replace Exhibit A Included Services; Exhibit B-1 Prices; and to include a nondiscrimination provision; and
 - (3) By instrument titled Second Amendment to Contract (dated July 1, 2024) to execute an Economic Price Adjustment (EPA); to revise Exhibit A, Section 8 (Cancellation/No-show policy); and to include a pay equality provision.
- C. The Parties now desire to amend the Contract to execute an Economic Price Adjustment (EPA).
- D. The Parties further desire to amend the Contract to add reference to the applicable BLS Index: PPI CEU6054199001.
- E. The Parties further desire to amend the Contract to extend the term of the contract.
- F. The Parties further desire to amend the Contract to add the <u>Standards and Ethics for Washington State Judiciary Interpreters</u> as required by <u>RCW 2.43</u>.

G. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

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

- ECONOMIC PRICE ADJUSTMENT. Pursuant to section 3.3 of the Contract, the pricing for the goods/services is hereby amended by deleting the existing Exhibit B Prices in its entirety and inserting the attached Exhibit B Prices (dated insert effective date of Contract Amendment). These prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index: 5.76% PPI series CEU6054199001.
- 2. ECONOMIC ADJUSTMENT. Section 3.3 is amended to state:

Beginning twelve (12) months after the effective date of this Statewide Contract and for every annual anniversary thereafter, the prices set forth in Exhibit B 1 – Prices shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of one year of the effective date each year. Prices shall be adjusted on January 1st. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Statewide 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:

New Price = Old Price x (Current Period Index/Base Period Index).
BLS Index: PPI CEU6054199001

- 3. TERM. The Contract term is amended to extend the term forty-eight (48) months, ending June 29, 2029.
- 4. INTERPRETER CONDUCT REQUIREMENTS. Section 7.8 (a) is amended to state:
 - 7.8 (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, and where applicable, interpreters shall abide by the <u>Standards and Ethics for Washington State Judiciary Interpreters</u> as required by <u>RCW 2.43</u>. No Change Other Than Amendment. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 5. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

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

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

	RRN OF AFRICA LANGUAGES, STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES		
By:	Liban Mahamed (Jun 25, 2025 14:35 PDT)	By:	Ebil
Name:	Liban Mahamed	Name:	Tim Foitzik
Title:	Owner	Title:	Procurement Supervisor
Date:	06/25/2025	- Date:	06/24/2025

Prices

Northwest

	Court Certified & Registered Interpretation				
Language	In-Person Interpretation (IPI) Price Per Hour	Over the Phone Interpretation (OPI) Price Per Minute	Video Remote Interpretation (VRI) Price Per Minute		
Albanian	\$137.31	\$2.20	\$2.20		
Amharic	\$137.31	\$2.20	\$2.20		
Arabic	\$137.31	\$2.20	\$2.20		
Bosnian/Croatian/Serbian	\$137.31	\$2.20	\$2.20		
Burmese	\$137.31	\$2.20	\$2.20		
Cantonese	\$137.31	\$2.20	\$2.20		
Czech	\$137.31	\$2.20	\$2.20		
Dutch	\$137.31	\$2.20	\$2.20		
Farsi	\$137.31	\$2.20	\$2.20		
French	\$137.31	\$2.20	\$2.20		
German	\$137.31	\$2.20	\$2.20		
Greek	\$137.31	\$2.20	\$2.20		
Haitian Creole	\$137.31	\$2.20	\$2.20		
Hebrew	\$137.31	\$2.20	\$2.20		
Hindi	\$137.31	\$2.20	\$2.20		
Hungarian	\$137.31	\$2.20	\$2.20		
Ilocano	\$137.31	\$2.20	\$2.20		
Japanese	\$137.31	\$2.20	\$2.20		
Khmer (Cambodian)	\$137.31	\$2.20	\$2.20		
Korean	\$137.31	\$2.20	\$2.20		
Kurdish-Kurmanji	\$137.31	\$2.20	\$2.20		
Laotian	\$137.31	\$2.20	\$2.20		
Mandarin	\$137.31	\$2.20	\$2.20		
Marshallese	\$137.31	\$2.20	\$2.20		
Oromo	\$137.31	\$2.20	\$2.20		
Polish	\$137.31	\$2.20	\$2.20		
Portuguese	\$137.31	\$2.20	\$2.20		
Punjabi	\$137.31	\$2.20	\$2.20		
Romanian	\$137.31	\$2.20	\$2.20		
Russian	\$137.31	\$2.20	\$2.20		
Samoan	\$137.31	\$2.20	\$2.20		
Somali	\$137.31	\$2.20	\$2.20		

Spanish	\$137.31	\$2.20	\$2.20
Swahili	\$137.31	\$2.20	\$2.20
Tagalog	\$137.31	\$2.20	\$2.20
Thai	\$137.31	\$2.20	\$2.20
Tigrinya	\$137.31	\$2.20	\$2.20
Turkish	\$137.31	\$2.20	\$2.20
Ukrainian	\$137.31	\$2.20	\$2.20
Urdu	\$137.31	\$2.20	\$2.20
Vietnamese	\$137.31	\$2.20	\$2.20
Wolof	\$137.31	\$2.20	\$2.20
Yoruba	\$137.31	\$2.20	\$2.20
All Other Languages	\$274.61	\$2.75	\$2.75