

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	18222
Prisma International, Inc. 1128 Harmon Place, Suite 310 Minneapolis, MN 55403	Amendment No.:	1
	Effective Date:	April 1, 2024

FIRST AMENDMENT
TO
CONTRACT NO. 18222
SPOKEN LANGUAGE INTERPRETER SERVICES FOR IPI, OPI, & VRI (NON-CBA)

This First Amendment (“Amendment”) to Contract No. 18222 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 Prisma International, Inc., a corporation (“Contractor”) and is dated as of April 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 18222 for Spoken Language Interpreter Services for IPI, OPI, and VRI (Non-CBA) dated effective as of December 11, 2023 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

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. EXHIBIT A - INCLUDED SERVICES. The Contract is amended to add an additional “Other Languages” service option, as set forth in the attached **Exhibit A** (dated April 1, 2024). As of the effective date of this Amendment, any reference to **Exhibit A** in the Contract is deemed to be a reference to the attached **Exhibit A** (dated April 1, 2024).
- 2. EXHIBIT B – PRICES FOR SERVICES. **Exhibit B – Prices for Services** of the Contract is hereby amended by deleting the existing **Exhibit B – Prices for Services** in its entirety and inserting the attached **Exhibit B – Prices for Services** (Dated April 1, 2024). As of the effective date of this Amendment, any reference to **Exhibit B – Prices for Services** shall be deemed to be a reference to the attached **Exhibit B – Prices for Services** (Dated April 1, 2024).

3. NONDISCRIMINATION. The following provision is added as a new subsection at the end of Section 20 of the Contract (General Provisions):

20.24. NONDISCRIMINATION.

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

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

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

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

**PRISMA INTERNATIONAL, INC.,
A CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *James V. Romano*
James V. Romano (Apr 4, 2024 09:48 EDT)
Name: James V. Romano
Title: CEO
Date: 04/04/2024

By: *Tim Foitzik*
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 04/03/2024

INCLUDED SERVICES

OPI/VRI - All Regions

Purpose: This Contract includes Services for Spoken Language Interpreter Services for IPI, OPI, & VRI (Non-CBA) as set forth herein. Services within this Contract do not include transcription or other interpreter services (e.g., Sign Language) as these services are available under other contracts.

The Contract is for Non-Bargaining Unit work.

1. LANGUAGES. Contractor's interpreters shall provide Services for languages listed below:

1.1. PRIMARY LANGUAGES.

Arabic*	Mandarin*
Bosnian/Croatian/Serbian	Marshallese
Burmese	Mixteco Bajo*
Cantonese*	Oromo
Chin*	Persian*
Czech	Polish*
Dari*	Portuguese
Dutch	Punjabi*
Farsi*	Romanian
French	Russian*
German	Samoan
Greek	Somali
Haitian Creole	Spanish*
Hebrew	Swahili
Hindi*	Tagalog
Hungarian	Thai

Ilocano	Tigrinya
Japanese*	Ukrainian*
Khmer (Cambodian)	Urdu
Korean*	Vietnamese*
Kurdish-Kurmanji	Wolof
Lao*	Yoruba

1.2. ALL OTHER LANGUAGES. Contractor shall provide services for all other unlisted languages.

2. OVER THE PHONE (OPI) INTERPRETATION REQUIREMENTS. Contractor shall provide pre-scheduled and On-Demand 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 and On-Demand Interpreter Services through the Contractor provided customer service number.

2.1. PRE-SCHEDULED. Contractor shall provide pre-scheduled OPI services Contractor provided Customer Service number. Contractor shall schedule pre-scheduled appointment requests within 48 hours of request. Contractor will provide written confirmation. Purchasers shall place their pre-scheduled Interpreter Services through the (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. Purchaser must allow a minimum of a 2 week notice of pre-scheduled appointments to Contractor to ensure acceptance. If appointment is requested with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule that appointment.

2.2. PRE-SCHEDULED RUSH. Contractor shall provide pre-scheduled rush OPI services. A "Rush Request" is an interpretation appointment request for a pre-scheduled appointment requested with less than the Purchaser's required 2-week notice (emergency request). The "Rush Rate" refers to the rate that is charged for rush assignments by the Contractor. Purchasers may make a Rush Request for all prescheduled languages offered in *Exhibit A – Included Services*. Contractor must put forth commercially reasonable efforts to schedule the appointment. Contractors may charge a Rush Rate for accepted Rush Request Interpreter Services. If appointment request is with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule the appointment.

2.3. ON-DEMAND. Contractor shall provide On-Demand OPI services to Purchasers for all languages bid. "On-Demand" means a service that Purchaser can use for Interpretation instantaneously when the need arises, and without pre-planning or prescheduling. Business hours for On-

Demand OPI calls are 7:00 am-6:00 pm U.S. PST, Monday-Friday for the Top 20 Languages. Remaining languages may not be available 24/7. Contractor will receive OPI service requests from Purchasers through the Contractor-provided toll-free number. Contractor shall connect the Purchaser to an automated attendant or a customer service representative to route the call to language requested.

3. **VIDEO REMOTE INTERPRETATION (VRI) REQUIREMENTS.** Contractor shall provide pre-scheduled and On-Demand VRI services utilizing software such as *Zoom*, *Microsoft Teams*, or another mutually agreed upon video remote software and seek clarification as necessary from Purchaser.
 - 3.1. **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. Purchaser must allow a minimum of a 2 week notice of pre-scheduled appointments to Contractor to ensure acceptance. If appointment request is with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule the appointment.
 - 3.2. **PRE-SCHEDULED RUSH.** Contractor shall provide pre-scheduled rush OPI services. A "Rush Request" is an interpretation appointment request for a pre-scheduled appointment requested with less than the Purchaser's required 2-week notice (emergency request). The "Rush Rate" refers to the rate that is charged for rush assignments by the Contractor. Purchasers may make a Rush Request for all prescheduled languages offered in *Exhibit A – Included Services*. Contractor must put forth commercially reasonable efforts to schedule the appointment. Contractors may charge a Rush Rate for accepted Rush Request Interpreter Services. If appointment request is with less than 48 hours advance notice, Contractor must put forth commercially reasonable efforts to schedule the appointment.
 - 3.3. **ON-DEMAND.** Contractor shall provide On-Demand VRI services to Purchasers for all languages bid. "On-Demand" means a service that Purchaser can use for Interpretation instantaneously when the need arises, and without pre-planning or prescheduling. Business hours for On-Demand VRI calls are 7:00 am-6:00 pm U.S. PST, Monday-Friday for the Top 20 Languages. Remaining languages may not be available 24/7. Contractor will receive VRI service requests from Purchasers through the Contractor-provided VRI application.
 - 3.4. **VRI APPLICATION.** Contractor shall provide the VRI services through a VRI application at no additional cost to Purchaser through a web portal on a computer, smart phone, or tablet. Contractor shall ensure the VRI application is browser neutral and compatible with the most common internet browsers and operating systems. Contractor must also ensure capability with older versions, preferably three (3) historical versions of the common internet browsers and operating systems.
 - 3.5. **VISUAL IMAGE AND DISPLAY QUALITY.** Contractor must ensure VRI application produces high quality visual images and display. The VRI application must produce sharply delineated images that are large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position.

- 3.6. 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 Contract only. Upon request, Contractor shall provide to Purchaser non-recorded lines and ensure that they are non-recorded throughout the life of the Contract. The Contractor shall regularly ensure that non-recorded lines are compliant to the non-recorded requirements of this Contract. Should a call get inadvertently recorded on a non-recorded call line, the recording shall be destroyed immediately and the Contractor shall notify the Purchaser of the accidental recording and its destruction. Should the Contractor conduct system updates, the Contractor shall ensure that non-recorded lines are available and active for Purchaser use.
- 3.7. VRI APPLICATION TECHNICAL REQUIREMENTS: VRI Solution must:
- (a) Be HIPAA compliant.
 - (b) Allow the ability to NOT record or store audio/video transmissions or personally identifiable information (PII) upon request.
 - (c) Operate easily and interface effectively within State's information technology system and in conjunction with State equipment and Internet services.
 - (d) Be usable from the Purchaser's existing available desktop, laptop, or tablet computer equipment and Internet service.
 - (e) Be operable with web-based systems without downloading or installing stand-alone software or proprietary hardware onto individual computers.
 - (f) Be able to consistently deliver high-quality video and audio with minimization of latency and jitter.
 - (g) Provide confidentiality, privacy, and security for all VRI conversations.
 - (h) Provide secure connections for VRI Services with end to end encryption.
 - (i) Be designed to incorporate accessible user interface(s) for persons with disabilities, such that the VRI Services application, content, and any related user documents comply with applicable laws and regulations.
 - (j) Be easily usable without requiring special technical expertise.
- 3.8. CONTRACTOR TRAINING. Contractor must provide any training or special knowledge to Agency employees required to operate the service at no additional cost to the Agency.
- 3.9. FIREWALL. Firewall must not impede or impair optimal video transmission yet security requirements, such as those of HIPAA, should not be compromised.

4. APPOINTMENT TIMELINE REQUIREMENTS.

- 4.1. Purchaser must allow a minimum of a 10 business days' notice of pre-scheduled appointments to Contractor to ensure acceptance.
- 4.2. Contractor must either accept or reject an appointment request within 48 hours of submittal.
- 4.3. Contractor is obligated to replace an interpreter who cancels an appointment.
- 4.4. No-shows for either party are **unacceptable** and will result in penalties (see below).

5. MINIMUM PURCHASING REQUIREMENTS AND PAYMENT.

- 5.1. For In-Person Interpretation appointments, 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.
- 5.2. 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.
- 5.3. 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.

6. CANCELLATION/NO-SHOW POLICY.

- 6.1. For more than 48 business hours (two full calendar days) notice of cancellation neither party shall be penalized for cancellation.
- 6.2. For less than 48 business hours (two full calendar days) notice of cancellation, if canceled by Purchaser, interpreter will be authorized to bill the Hourly Service Rate or Minute Service Rate for the first two hours of scheduled time only.
- 6.3. For less than 48 business hours (two full calendar days) notice of cancellation, 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 2% of their quoted rate.
- 6.4. If requesting Purchaser 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.
- 6.5. If Contractor/interpreter No-Shows an appointment, they will be assessed a fee of 2% of their quoted rate.
- 6.6. In the case of an interpreter No-Show for an appointment, Contractor shall refrain from selecting the No-Show interpreter on future Services requests under this contract for the next 90 days. It shall be the responsibility of the Contractor to track interpreter No-Shows and keep an updated list of temporary restrictions.

PRICES FOR SERVICES

Modality	OPI – Over the Phone Interpretation		
Languages	<i>Bosnian/Croatian/Serbian, Czech, Dutch, French, German, Greek, Haitian Creole, Hebrew, Hungarian, Ilocano, Khmer (Cambodian), Kurdish-Kurmanji, Marshallese, Oromo, Portuguese, Romanian, Samoan, Somali, Swahili, Tagalog, Tigrinya, Turkish, Urdu, Wolof, Yoruba</i>		
Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$0.58	Per Minute
Prescheduled Rush		\$0.58	Per Minute
On Demand		\$0.58	Per Minute
Languages	<i>Arabic, Burmese, Cantonese, Chin, Dari, Farsi, Hindi, Japanese, Korean, Lao, Mandarin, Mixteco Bajo, Persian, Polish, Punjabi, Russian, Spanish, Thai, Ukrainian, Vietnamese</i>		
Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$0.83	Per Minute
Prescheduled Rush		\$0.83	Per Minute
On Demand		\$0.83	Per Minute
Languages	<i>All Other Languages</i>		
Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$2.25	Per Minute
Prescheduled Rush		\$2.25	Per Minute
On Demand		\$2.25	Per Minute
Modality	VRI – Video Remote Interpretation		
Languages	<i>Bosnian/Croatian/Serbian, Czech, Dutch, French, German, Greek, Haitian Creole, Hebrew, Hungarian, Ilocano, Khmer (Cambodian), Kurdish-Kurmanji, Marshallese, Oromo, Portuguese, Romanian, Samoan, Somali, Swahili, Tagalog, Tigrinya, Turkish, Urdu, Wolof, Yoruba</i>		
Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$1.26	Per Minute
Prescheduled Rush		\$1.26	Per Minute
On Demand		\$1.26	Per Minute
Languages	<i>Arabic, Burmese, Cantonese, Chin, Dari, Farsi, Hindi, Japanese, Korean, Lao, Mandarin, Mixteco Bajo, Persian, Polish, Punjabi, Russian, Spanish, Thai, Ukrainian, Vietnamese</i>		
Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$1.80	Per Minute
Prescheduled Rush		\$1.80	Per Minute
On Demand		\$1.80	Per Minute

Languages	<i>All Other Languages</i>		
Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$2.25	Per Minute
Prescheduled Rush		\$2.25	Per Minute
On Demand		\$2.25	Per Minute

Modality	IPI – In-Person Interpretation		
Languages	<i>Bosnian/Croatian/Serbian, Czech, Dutch, French, German, Greek, Haitian Creole, Hebrew, Hungarian, Ilocano, Khmer (Cambodian), Kurdish-Kurmanji, Marshallese, Oromo, Portuguese, Romanian, Samoan, Somali, Swahili, Tagalog, Tigrinya, Turkish, Urdu, Wolof, Yoruba</i>		

Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$50.27	Per Hour
Prescheduled Rush		\$50.27	Per Hour
On Demand		\$50.27	Per Hour

Languages	<i>Arabic, Burmese, Cantonese, Chin, Dari, Farsi, Hindi, Japanese, Korean, Lao, Mandarin, Mixteco Bajo, Persian, Polish, Punjabi, Russian, Spanish, Thai, Ukrainian, Vietnamese</i>		
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Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$71.82	Per Hour
Prescheduled Rush		\$71.82	Per Hour
On Demand		\$71.82	Per Hour

Languages	<i>All Other Languages</i>		
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Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$225.00	Per Hour
Prescheduled Rush		\$275.00	Per Hour

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	18222
Prisma International, Inc. 1128 Harmon Place, Suite 310 Minneapolis, MN 55403	Amendment No.:	2
	Effective Date:	September 1, 2024

**SECOND AMENDMENT
TO
CONTRACT NO. 18222
SPOKEN LANGUAGE INTERPRETER SERVICES – IPI, OPI, AND VRI (NON-CBA)**

This Second Amendment (“Amendment”) to Contract No. 18222 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 Prisma International, Inc., a Minnesota corporation (“Contractor”) and is dated as of September 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 18222 dated effective as of December 11, 2023 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - (1) By instrument titled First Amendment to Contract (dated April 1, 2024) to add a “Other Languages” service option to Exhibit A – Included Services; to replace Exhibit B – Prices for Services and to include a ‘nondiscrimination provision’ as required by Washington State Legislature.
- C. The Parties now desire to amend the Contract to revise Section 6.16 (Cancellation/No-show Policy) of the Contract.
- D. 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).
- E. 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. USING THE CONTRACT – PURCHASES. Section 6.16 (Cancellation/No-show Policy) of the Contract is hereby amended by deleting the existing section 6.16 language and replacing it with the following:

6.16. CANCELTION/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.

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

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

Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

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.

**PRISMA INTERNATIONAL, INC.,
A MINNESOTA CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *James V. Romano*
Name: James Romano
Title: Chief Executive Officer
Date: Sept. 26, 2024

By: *Tim Foitzik*
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 9/24/2024