



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

STATEWIDE CONTRACT

No. 18222

SPOKEN LANGUAGE INTERPRETER SERVICES FOR IPI, OPI, & VRI (NON-CBA)

AWARDED CATEGORIES OPI/VRI AND IPI – ALL REGIONS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

PRISMA INTERNATIONAL, INC.

Dated December 11, 2023

STATEWIDE CONTRACT

No. 18222

SPOKEN LANGUAGE INTERPRETER SERVICES FOR IPI, OPI, & VRI (NON-CBA)

This Washington Statewide Contract (“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 Prisma International, Inc., a corporation (“Contractor”) and is dated and effective as of December 11, 2023.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an 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 and other eligible purchasers need qualified, professional interpreters to provide spoken language interpreter services for individuals who are not proficient in spoken English. Accordingly, to provide a cost-effective and efficient enterprise procurement solution to meet such need, in part, Enterprise Services developed and implemented contracts for spoken language interpreter services that are designed to provide professional interpreters for state agencies and other eligible purchasers who have collective bargaining agreements (“CBAs”) with language access providers for such services. These contracts are in effect. *See* Contract No. 06821.
- C. Washington State agencies and other eligible purchasers who do NOT have CBAs for interpreter services, however, also desire to purchase specified spoken language interpreter services from qualified, professional interpreters for interpreter services (“Spoken Language Interpreter Services”). Accordingly, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 18222 dated December 11, 2023.
- D. The Competitive Solicitation was structured to meet purchaser needs and designed to result in contract awards, by category in which contract categories were based upon the delivery modality for the Spoken Language Interpreter Services [i.e., In-Person Interpreting (“IPI”) and Over the Phone Interpreting (“OPI”)/Video Remote Interpreting (“VRI”)]. The Competitive Solicitation was structured to result in statewide contract awards for OPI/VRI Spoken Language Interpreter Services and regional contract awards, by specified geographic regions, for IPI. These contract awards were designed to result in Contracts that covered, at a minimum, Spoken Language Interpreter Services for each and all of the ‘top 20 languages’ that are needed by Washington state agencies and other eligible purchasers. In addition, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and/or Certified Veteran-Owned Businesses to provide opportunities to

compete for reserved contract awards for IPI, by specified geographic region. These contracts, however, do not require that an awarded Washington Small Business and/or Certified Veteran-Owned Business be capable of providing Spoken Language Interpreter Services for each and all of the ‘top 20 languages.’

- E. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above referenced category(ies) and geographic region(s).
- F. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- G. The purpose of this Contract is to enable eligible purchasers to purchase Spoken Language Interpreter Services (“Services”) as set forth herein.

A G R E E M E N T

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 Contract is thirty six (36) months, commencing December 11, 2023 and ending December 11, 2026; *Provided*, however, that if Contractor is not in default, Enterprise Services may extend the term of the Contract, by written amendment, for up to sixty (60) additional months.

PERFORMANCE METRIC	PERFORMANCE METRICS FOR CONTRACT EXTENSION
Key Performance Indicators:	Contractor must comply fully with the KPI Metrics set forth in Section 7 below.
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.

PERFORMANCE METRIC	PERFORMANCE METRICS FOR CONTRACT EXTENSION
Contract Sales Reports:	<p>Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports.</p> <p><i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter’s end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.</p>

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible “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. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a 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 Contract, Contractor is authorized to sell and provide only those Services set forth in *Exhibit A – Included Services* for the prices set forth in *Exhibit B – Prices for Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Services beyond those set forth in *Exhibit A – Included Services*.
 - (a) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Specifications. Where applicable, specifications for Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC ADJUSTMENT. 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 – Prices for Services* 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 February 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:

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

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in *Exhibit B – Prices for Services* (subject to economic adjustment as set forth herein).

3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this 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 Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

- 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
- 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been 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.
- 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been 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 49.46, 49.48, or 49.52.
- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. 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.
- 4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor 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 Enterprise Services and Purchasers' employees.
- 4.10. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's

contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.11. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.12. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this 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 solution to their needs. Accordingly, Contractor further represents and warrants that Contractor 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. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Services that are the subject of this Contract.
- 4.15. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.16. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.
- 4.17. QUALIFIED SPOKEN LANGUAGE INTERPRETERS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor's interpreters satisfy one or more of the following qualification requirements:
 - (a) Interpreters are credentialed as certified spoken language interpreters by the Washington State Department of Social and Health Services (DSHS) Language Testing and Certification Program (LTC);
 - (b) Interpreters meet 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 Or

- (c) Interpreters are trained through accredited higher education institution (university or college) programs, which are widely accepted by industry experts, the interpreter community, and by Washington State agencies who purchase Spoken Language Interpreter Services.
- 4.18. CONSECUTIVE INTERPRETATION. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor's interpreters are capable of and shall provide Spoken Language Interpreter Services via Consecutive Interpretation. Consecutive Interpretation is a 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.
- 4.19. ACCURATE INTERPRETATION. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor's interpreters are experienced, capable, and proficient in providing Spoken Language Interpreter Services that accurately interpret for individuals from any background without changing the language, whether the speaker is using very formal legal language or less formal colloquial language.
- 4.20. LANGUAGE PROFICIENCY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor's interpreters are proficient and qualified to provide Spoken Language Interpreter Services for each and all of the languages identified in *Exhibit A – Included Services*.
- 4.21. SCHEDULING. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor's interpreters are capable of providing Spoken Language Interpreter Services through all of the following scheduling options: (a) On-Demand; (b) Pre-Scheduled Standard; and (c) Pre-Scheduled Rush.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty").
- 5.2. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall refund the amounts paid for the Services.
- 5.3. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with the Services will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date the Services are complete.

- 5.4. IT REMEDY. If the Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly will remedy the defect at no additional cost to Purchaser.
- 5.5. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, may replace the Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.
- 5.6. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. USING THE CONTRACT – PURCHASES.

- 6.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- 6.2. PURCHASER SPECIFIC REQUIREMENTS. Contractor shall work with Purchaser to adopt Purchaser specific requirements within scope of this Contract. Contractor must be able to configure individual Purchaser account settings, including but not limited to account payment terms, data security, and invoicing frequency.
- 6.3. CUSTOMER SERVICE. Contractor shall provide customer service during normal business hours (8:00am – 5:00pm Pacific) with access to Contractor via email and phone during these hours. Contractor shall respond to Purchaser and/or Enterprise Services' phone and/or email messages within twenty-four (24) hours.
- 6.4. PERFORMANCE REQUIREMENTS. Contractor shall ensure that its Services are performed as required by this Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor.
- 6.5. SYSTEM FUNCTIONALITY REQUIREMENTS. Contractor shall meet the following system functionality requirements:
 - (a) Contractor's Services shall conform in all material respects to the specifications, functions, descriptions, standards, and requirements set forth in this Contract.
 - (b) Contractor shall ensure that its equipment functions to support the Contract performance requirements. Contractor shall ensure the Services

provided through this Contract stay consistent with the latest technology and advancements in the industry throughout the term of the Contract. Additional hardware or software shall not be required to access the Services through this Contract, unless requested by the Purchaser.

- (c) 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 retain the settings pertaining to this 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.

6.6. IT SECURITY.

- (a) Contractor has 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 located at [Securing Information Technology Assets | OCIO \(wa.gov\)](https://www.wa.gov/ocio/technology-assets).
- (b) Contractor will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into Purchasers' computing and network environment by the Services, and that, where it transfers a Virus to Purchasers through the Services, it shall reimburse Purchasers for the actual costs incurred by Purchasers to remove or recover from the Virus.

6.7. SAFEGUARDING CONFIDENTIAL DATA. Contractor shall use commercially reasonable efforts to safeguard data exchanged while servicing this 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 person or other individual utilizing Interpreter Services for translating needs (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 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 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 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.
- 6.8. 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).
- 6.9. 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.
- 6.10. 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).
- 6.11. 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.
- 6.12. 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.

- 6.13. 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 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.
- 6.14. APPOINTMENT TIMELINE REQUIREMENTS.
- (a) Purchaser must allow a minimum of a 10 business days' notice of pre-scheduled appointments to Contractor to ensure acceptance.
 - (b) Contractor must either accept or reject an appointment request within 48 hours of submittal.
 - (c) Contractor is obligated to replace an interpreter who cancels an appointment.
 - (d) "No-Shows" means the result of an interpreter not keeping an appointment or the requesting end user failing to cancel the appointment.
 - (e) No-Shows for either party are **unacceptable** and will result in penalties (see below).
- 6.15. MINIMUM PURCHASING REQUIREMENTS AND PAYMENT.
- (a) 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.
 - (b) 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.
 - (c) 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.
- 6.16. CANCELLATION/NO-SHOW POLICY.
- (a) For more than 48 business hours (two full calendar days) notice of cancellation neither party shall be penalized for cancellation.
 - (b) For less than 48 business hours (two full calendar days) notice of cancellation, if canceled by Purchaser, interpreter will be authorized to bill the flat hourly rate for interpreter encounters (the "Hourly Service Rate") or the flat minute rate (the "Minute Service Rate") for the first two hours of scheduled time only. The Hourly Service Rate and the Minute Service Rate shall include the costs of proposal preparation, servicing of accounts, all contractual requirements and No Shows by interpreters.
 - (c) 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.

- (d) 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.
- (e) If Contractor/interpreter No-Shows an appointment, they will be assessed a fee of 2% of their quoted rate.
- (f) 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.

7. KEY PERFORMANCE INDICATORS. Contractor shall use commercially reasonable efforts to meet the applicable Key Performance Indicators (KPI or KPI Requirement) outlined below to comply with the Contract. Each KPI contains an associated metric (KPI Metric) to designate acceptable Contract compliance with the KPI. In the event that Contractor fails to meet a KPI Metric, Enterprise Services shall notify Contractor in writing. Such notification shall summarize the issue and set forth a Performance Improvement Plan (PIP) that outlines the corrective actions required by Contractor to remedy such failure and timely achieve the KPI Metric. In the event that Contractor fails to timely achieve the KPI Metric as set forth in the PIP, Enterprise Services, in its discretion, may terminate this Contract.

#	KPI REQUIREMENT	KPI METRIC
1	IN-PERSON INTERPRETER SERVICES	<p>Contractor must ensure a 95% appointment fill rate for IPI Services, calculated on a quarterly basis. The IPI Services appointment fill rate is based on all Purchaser requests for IPI Services and the percentage of such requests that Contractor schedules and completes, excluding cancellations by Purchaser.</p> <p>Contractor must maintain a list of IPI Services requests and whether such requests were filled and, on a quarterly basis, submit such list to Enterprise Services by email to the following: DESLanguageAccess@des.wa.gov</p>
2	TRACKING INTERPRETER CANCELLATIONS AND NO-SHOWS	<p>Contractor must track all interpreter No-Shows and cancellations within 24 hours of an appointment and submit a quarterly report to Enterprise Services detailing what percentage of interpreter assignments resulted in a No-Show or cancellation within 24 hours.</p> <p>Contractor shall also keep a record of the names of interpreters who No-Show an assignment and, on a quarterly basis, submit such list to Enterprise Services by email to the following: DESLanguageAccess@des.wa.gov</p>

#	KPI REQUIREMENT	KPI METRIC
3	QUARTERLY PURCHASER SERVICE FEEDBACK AND SUMMARY	Contractor shall prepare and provide a customer satisfaction survey to Purchasers following interpreting assignments. The survey, at minimum, shall ask Purchasers how satisfied they were (on a 1-5 scale) with various aspects of the interpreting assignment (e.g., interpreter timeliness, interpretation accuracy, friendliness/professionalism of the interpreter, etc.). Results of the survey shall be sent to Enterprise Services, quarterly, by email to the following: DESLanguageAccess@des.wa.gov
4	OPI CALL VOLUME	Contractor shall achieve and maintain a call volume demand ratio of at least 95%, over a rolling two (2) quarter time period (i.e., Contractor successfully services at least 95% of the OPI Services requests). Contractor actively shall monitor call volumes for peak times and surge times and ensure interpreters are available to meet the volume demand.
5	OPI DROPPED CALLS	Contractor's dropped calls for OPI Services shall not exceed 5% of the total OPI Services over a rolling two (2) quarter time period. Contractor must complete each call with a single interpreter, unless otherwise requested by Purchaser. In the event a call is dropped, the interpreter must be able to call the Purchaser back to complete the call.
6	VRI LANGUAGE DEMAND AND AVAILABILITY	Contractor must service, consecutively over two (2) quarters, the languages listed and hours available as completed by the Contractor in <i>Exhibit A – Included Services</i> at a rate of 95% quarterly and at a rate of 80% for all requested languages. To ensure availability, Contractor shall conduct, at a minimum, quarterly analysis of interpreter demand for this Contract and actively work to fill any languages gaps that may exist.
7	VRI CALL CONNECTIONS	Contractor must answer all VRI calls within thirty (30) seconds, based on a monthly average of all VRI calls. VRI calls may be answered by an automated attendant or interactive screen but the Purchaser must be given an option, either by voice prompt, keypad or screen selection, to speak with a live operator or customer service representative. If the Purchaser requests to connect with a live operator or customer service representative, the Contractor shall connect the Purchaser within thirty (30) seconds of the Purchaser's request. Contractor must average at least 85% response rate for Interpreter Service annually.
8	PRE-SCHEDULED OPI & VRI INTERPRETER CALLS	Contractor's interpreters must be available at the scheduled time for OPI and VRI calls and remain available for the entire scheduled call.

#	KPI REQUIREMENT	KPI METRIC
9	SERVICE ISSUES	Contractor must provide a written response to Purchaser's questions within two (2) business days of receiving a complaint. Contractor must provide full resolution within five (5) business days of Purchaser complaint. If Contractor is not able to resolve issues in five (5) business days, Contractor shall submit a response on day five (5) with a progress update and its plan to resolve the issue.
10	OPI/VRI TECHNICAL ISSUES	Contractor shall ensure that technical issues (i.e., issues related to Contractor's OPI phone line or VRI application or other related system that prevents business as usual for the Purchaser) are timely resolved. Contractor shall initiate resolution of technical issues within 24 hours. Contractor shall provide Purchaser and Enterprise Services a written response within two (2) calendar days from initial contact detailing the technical issue and Contractor's resolution plan. Contractor shall provide full resolution in five (5) calendar days or less.
11	ALL OTHER ISSUES	Contractor shall ensure that all other issues (i.e., issues not to service or technical issues) are timely resolved. Contractor must resolve or acknowledge receipt of issue in less than 24 hours. Contractor must resolve such issues as quickly as possible; <i>Provided</i> , however, that such issues must be resolved in no more than three (3) months.

8. CONTRACTOR'S UTILIZATION OF INTERPRETERS FOR INTERPRETER SERVICES. Contractor shall provide Interpreter Services through interpreters.

- 8.1. INTERPRETER POOL. Contractor shall manage and maintain a list of interpreters qualified to perform Interpreter Services as required by this Contract.
- 8.2. 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 Contract. Further, Contractor shall ensure compliance with agency specific requirements, etc. per the requirements of this Contract or better.
- 8.3. INTERPRETER ON-BOARDING. Contractor shall on-board interpreters who will provide services under this Contract. On-boarding shall include but is not limited to, how to cooperate and work with Contractor and Purchaser, and understanding the Contract terms and conditions that impact the interpreters.
- 8.4. 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 Contract.

- (b) Contractor shall not bill interpreters for the administrative services except as specified in this Contract.

8.5. 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 Contract. Contractor must have on file annual background checks for the interpreters. The cost to conduct the background check will be borne by Contractor, and cannot be invoiced as a separate item therefore it must be included in hourly rates. 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 Purchasers (including Purchaser's 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 Contract. Contractor shall also comply with any additional agency background check requirements in addition to this section.

8.6. INTERPRETER LOCATION. Contractor shall ensure the following:

- (a) IPI SERVICES. The interpreter scheduled shall appear in person for IPI Services. Interpreter shall be in business casual attire or attire as specified by the Purchaser in advance. Interpreter shall perform where Purchaser needs IPI Services to communicate with their Clients.
- (b) OPI/VRI SERVICES. The interpreter shall perform OPI/VRI 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 shall not conduct OPI/VRI Services while commuting or out in public.

Contractor shall ensure the remote office locations used for OPI/VRI Services, home based or office based, are appropriately designed to meet the requirements specified in this Contract. At a minimum, a remote office location shall ensure that OPI/VRI 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/VRI Services. Contractor also shall provide a remote spoken language interpreting policy, training, and onboarding, for its interpreters.

8.7. INTERPRETER CONDUCT REQUIREMENTS. Contractor shall ensure that, at a minimum, its interpreters comply with the following:

- (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:

- (1) Conduct themselves in the utmost courteous and professional manner when interpreting or conversing with Purchaser and/or Clients.
- (2) Respect cultural, political, socio-economic, and any differences between interpreters, Purchaser, and Clients.
- (3) Refrain from any additional or side conversations with Clients, unless directed otherwise by Purchaser.
- (4) Refrain from entering into any disagreement with Purchaser and/or Clients while providing Interpreter Services.
- (5) Remain neutral and 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.
- (6) Safeguard Purchaser and Client information as required by federal and state law as well as Purchaser policies when identified and requested. Such information includes:
 - 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.

8.8. INTERPRET ACCURATELY. Contractor shall ensure that its interpreters interpret accurately. Interpreters 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.

8.9. CALL SCRIPTS. Contractor shall ensure that its interpreters follow Purchasers' call scripts, if requested.

8.10. 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.

8.11. 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.

8.12. 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.

- 8.13. 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 Contract.
- 8.14. OUTBOUND CALLS. Contractor's interpreters must have the ability to place outbound calls if the call is dropped. Interpreter must also have the ability to place calls to third parties during the appointment. Contractor shall not include additional costs for any outbound calls and for placing calls to third parties.

9. SAFETY; SECURITY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 9.1. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
- 9.2. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 9.3. IDENTIFICATION. Contractor's interpreters providing IPI Services are required to have proof of identification at all times while on Purchaser premises.
- 9.4. STATE FACILITIES. Contractor's interpreters providing IPI Services on state premises must be aware of and follow state requirements regarding behavior in state facilities and on state grounds or location where service are performed. Such requirements include:
 - (a) No smoking in State buildings (RCW 70.160.030 and RCW 69.50.101).
 - (b) No use of alcohol or illegal drugs (RCW 72.23.300 and RCW 69.50).
 - (c) No Firearms or explosives (RCW 9.41.300).
- 9.5. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.

10. SUBCONTRACTORS.

- 10.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall:
 - (a) incorporate Contractor's responsibilities under this Contract into its subcontracts;
 - (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract;
 - (c) be the sole point of contact for Enterprise Services and any Purchasers regarding

all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

- 10.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 10.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

11. INVOICING & PAYMENT.

- 11.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Services delivered under this Contract. Such invoices shall itemize the following:
 - (a) Contract No. 18222;
 - (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) Date(s) of delivery;
 - (e) Applicable Services;
 - (f) Invoice amount; and
 - (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 11.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. 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.

- 11.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar 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 refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 11.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Services furnished by Contractor pursuant to this Contract.
- 11.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges.
- 11.6. **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.
- 11.7. **RUSH REQUEST & RUSH RATES.** 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.
- 11.8. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days

written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

12. CONTRACT MANAGEMENT.

- 12.1. **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 Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract 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:

Enterprise Services

Attn: DES Language Access Program
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9390
Email: DESLanguageAccess@des.wa.gov
DESContractsTeamApple@des.wa.gov

Contractor

Attn: James Romano
Prisma International, Inc.
1128 Harmon Place, Suite 310
Minneapolis, MN 55403
Tel: (612) 349-3111
Email: jromano@prisma.com

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.

- 12.2. **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 Contract.
- 12.3. **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: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: James Romano
Prisma International, Inc.
1128 Harmon Place, Suite 310
Minneapolis, MN 55403
Tel: (612) 349-3111
Email: jromano@prisma.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.

13. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

13.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services’ 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 Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	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

13.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all 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:

$$\text{Amount owed to Enterprise Services} = \text{Total Contract sales invoiced (not including sales tax)} \times .0125.$$

- (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 Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Contract, if not already included on the face of the check.

- (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Contract or exercise 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) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 13.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum: the Services provided, volumes purchased by Purchaser, and Contract price. 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 Contract.
- 13.4. ANNUAL LANGUAGE ACCESS PROVIDERS REPORT. Pursuant to RCW 41.56.510(4), Contractor shall provide to Enterprise Services an accurate list of language access providers, as defined in RCW 41.56.030, including their names, addresses, and other contact information, annually by January 30th. Enterprise Services shall, upon request, provide a list of all language access providers, including their names, addresses, and other contact information, to a labor union seeking to represent language access providers. Contractor shall provide language access providers with a data disclosure to notify language access providers of possible release of information to a labor union seeking to represent language access providers.
- 13.5. QUARTERLY REPORT OF SMALL AND DIVERSE BUSINESS INCLUSION. Quarterly, Contractor shall report to Enterprise Services its small and diverse business inclusion results pertaining to this Contract. For this Contract and Contractor's utilization of Washington Small Businesses, Washington State certified diverse businesses, and Certified Veteran-Owned Businesses such report shall detail which, if any, such businesses Contractor has utilized for purposes of this Contract and whether such) firm(s) meet the applicable Washington State criteria to be a 'Washington Small Business,' a 'diverse business,' or a Certified Veteran-Owned Business and report the amount paid to each such firm. Contractor shall maintain records supporting such report in accordance with this Contract's records retention requirements.

14. RECORDS RETENTION & AUDITS.

- 14.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this 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 Contract or final payment for any order placed by a Purchaser against this 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.

- 14.2. **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 Contract or Purchase Orders placed by a Purchaser under this 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 Contract or final payment for any order placed by a Purchaser against this 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.
- 14.3. **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 Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of 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 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.

15. INSURANCE.

- 15.1. **REQUIRED INSURANCE.** 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.
- 15.2. **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 Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The

parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

16. CLAIMS.

- 16.1. **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 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 Contract.
- 16.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless 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 out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. 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.
- 16.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Services provided, or the use of the Services under this Contract. If Purchaser's use of Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Services with substantially similar and functionally equivalent non-infringing Services.

- 17. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this 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.

18. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 18.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 18.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.
- 18.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this 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) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Services already ordered 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.
- 18.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Services more than twelve (12) months beyond the expiration date of the Contract.
- 18.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials

supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

- 18.6. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.
- 18.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this 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) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.
- 18.8. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this 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 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.
- 18.9. **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; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.
- 18.10. **SUSPENSION/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. Accordingly, Contractor shall deliver to Purchasers all Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

- 18.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

19. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 19.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 19.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 19.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

20. GENERAL PROVISIONS.

- 20.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 20.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 20.3. ENTIRE AGREEMENT. This 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 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 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 Contract and that its execution, delivery, and performance of this 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 Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 20.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 20.8. ASSIGNMENT. Contractor may not assign its rights under this 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) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this 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 Contract notwithstanding any prior assignment of its rights.
- 20.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 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 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 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 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 Services to Purchaser.
- 20.12. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this 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 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 Contract, nor shall any purported oral modification or rescission of this 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 Contract shall survive and remain in effect following the expiration or termination of this 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 Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 20.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this 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. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 20.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this 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 Contract. Each party hereto and its counsel has reviewed and revised this 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 Contract. Each term and provision of this 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 Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 20.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 20.21. CAPTIONS & HEADINGS. The captions and headings in this 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 Contract nor the meaning of any provisions hereof.
- 20.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 20.23. COUNTERPARTS. This 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 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 Contract.

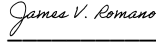
EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

PRISMA INTERNATIONAL, INC.
a corporation

By: 

Tim Foitzik
Its: Procurement Supervisor

By: 

James V. Romano
Its: Chief Executive Officer

INCLUDED SERVICES

OPI/VRI and IPI - 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

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

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 VRI 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. IN-PERSON INTERPRETATION (IPI) REQUIREMENTS.** Contractor shall provide pre-scheduled in-person 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.
- 4.1. PRE-SCHEDULED. Contractor shall provide pre-scheduled IPI services. Contractor shall schedule pre-scheduled IPI appointment requests within 48 hours of request. Purchasers shall place their pre-scheduled Interpreter Service requests through the Contractor provided Customer Service number or a designated email address. Contractor will provide written confirmation (email) to Purchaser of the date, time, and language for the pre-scheduled services. 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.
- 4.2. PRE-SCHEDULED RUSH. Contractor shall provide pre-scheduled rush IPI 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.
- 5. APPOINTMENT TIMELINE REQUIREMENTS.**
- 5.1. Purchaser must allow a minimum of a 10 business days' notice of pre-scheduled appointments to Contractor to ensure acceptance.
- 5.2. Contractor must either accept or reject an appointment request within 48 hours of submittal.
- 5.3. Contractor is obligated to replace an interpreter who cancels an appointment.
- 5.4. No-shows for either party are **unacceptable** and will result in penalties (see below).
- 6. MINIMUM PURCHASING REQUIREMENTS AND PAYMENT.**
- 6.1. 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.

- 6.2. 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.
- 6.3. 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.

7. CANCELLATION/NO-SHOW POLICY.

- 7.1. For more than 48 business hours (two full calendar days) notice of cancellation neither party shall be penalized for cancellation.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. If Contractor/interpreter No-Shows an appointment, they will be assessed a fee of 2% of their quoted rate.
- 7.6. 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	
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	

For available languages, reference Exhibit A.

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>		
Category	Region/s	Price (\$)	Rate
Prescheduled Standard	All	\$71.82	Per Hour
Prescheduled Rush		\$71.82	Per Hour
On Demand		\$71.82	Per Hour

For available languages, reference Exhibit A.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this 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. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE (FOR IN-PERSON APPOINTMENTS).** 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 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.

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.** Any required Commercial General Liability and Commercial Automobile 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 Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this 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) calendar 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 Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services, and shall be sent to the email address set forth below:

Email: DESLanguageAccess@des.wa.gov

Note: The email subject line must state:

**Contract Insurance Certificate –Contract No. 18222 – Spoken
Language Interpreter Services for IPI, OPI, & VRI (Non-CBA)**

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) calendar 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 Contract number stated on the cover of this 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 Contract.

* * * END OF INSURANCE REQUIREMENTS * * *









Washington Department of Enterprise Services, Statewide Contract 18222 - Ready for Signature

Final Audit Report

2023-12-03

Created:	2023-11-30
By:	Chelsea Clark (chelsea.clark@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArGXAIK4pnCPNtnYLBfYvhTJlMwktIZDo

"Washington Department of Enterprise Services, Statewide Contract 18222 - Ready for Signature" History

-  Document created by Chelsea Clark (chelsea.clark@des.wa.gov)
2023-11-30 - 6:12:11 PM GMT
-  Document emailed to Tim Foitzik (Tim.Foitzik@des.wa.gov) for signature
2023-11-30 - 6:12:58 PM GMT
-  Email viewed by Tim Foitzik (Tim.Foitzik@des.wa.gov)
2023-11-30 - 9:06:21 PM GMT
-  Document e-signed by Tim Foitzik (Tim.Foitzik@des.wa.gov)
Signature Date: 2023-11-30 - 9:06:29 PM GMT - Time Source: server
-  Document emailed to James Romano (jromano@prisma.com) for signature
2023-11-30 - 9:06:32 PM GMT
-  Email viewed by James Romano (jromano@prisma.com)
2023-11-30 - 9:26:21 PM GMT
-  Document e-signed by James Romano (jromano@prisma.com)
Signature Date: 2023-12-03 - 3:40:37 PM GMT - Time Source: server
-  Agreement completed.
2023-12-03 - 3:40:37 PM GMT