COOPERATIVE PURCHASING MASTER CONTRACT

NO. 03919

SIGN LANGUAGE INTERPRETER SERVICES WITH INDEPENDENT CONTRACTORS

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

POLLY L. MACLEAN

Dated April 1, 2020

COOPERATIVE PURCHASING MASTER CONTRACT

NO. 03919

SIGN LANGUAGE INTERPRETER SERVICES WITH INDEPENDENT CONTRACTORS

This Cooperative Purchasing Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Polly L. MacLean a Washington Sole Proprietor ("Contractor") and is dated and effective as of April 1, 2020.

RECITALS

A. Pursuant to Legislative authorization codified in RCW 43.19.005, the State Legislature has delegated state procurement authority for goods and services to Enterprise Services. In addition, to enable cost-effective and efficient procurement of goods and services by state agencies and, as desired, by certain other statutorily authorized eligible purchasers, the State Legislature has authorized Enterprise Services, as the state's central procurement authority, to develop master contracts that may be used by state agencies and certain other statutorily authorized eligible purchasers. *See* RCW 39.26.080(3). In addition, the State Legislature has authorized Enterprise Services, on behalf of the State of Washington to participate in, sponsor, conduct, or administer cooperative purchasing agreements for the procurement of goods and services with certain statutorily defined governmental entities. *See* RCW 39.26.060(1).

B. Pursuant to Legislative authorization, the Washington State Department of Social and Health Services' Office of Deaf and Hard of Hearing (ODHH) has served the Deaf, Deafblind, Hard of Hearing, late Deafened, and Deaf Plus communities in the State of Washington for over thirty years. ODHH provides equal access opportunities through statewide interpreter services for Deaf, Deafblind, Hard of Hearing, late Deafened, and Deaf Plus individuals to access state government activities. In particular, ODHH endeavors to ensure that all Deaf, Deafblind, Hard of Hearing, late Deafened, and Deaf Plus Washington residents and employees have equal access opportunities for effective communication through face-to-face sign language interpreting services (F2F) and video remote interpreting services (VRI) to access state government activities.

C. Enterprise Services has exercised its discretionary authority to enter into a cooperative purchasing agreement with ODHH to create a cost-effective, efficient, value-added procurement solution to enable authorized purchasers to procure Sign Language Interpreter Independent Contractors.

D. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 03919 dated January 7, 2020 regarding Sign Language Interpreter Services with Independent Contractors.

E. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful contractor.

F. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.

G. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or 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 Master Contract is seventy-two (72) months, commencing April 1, 2020 and ending March 31, 2026.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities ("Purchaser"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – SIGN LANGUAGE INTERPRETER SERVICES WITH INDEPENDENT CONTRACTORS PRICE

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those services set forth in *Exhibit A – Sign Language Interpreter Services with Independent Contractors Statement of Work* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any services beyond those set forth in *Exhibit A – Sign Language Interpreter Services with Independent Contractors Statement of Work*.

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

3.3. PRICE. Contractor guarantees to provide the contracted services for the hourly rates set forth in *Exhibit B – Fees/Rates*. The rates fees/rates set forth in Exhibit B are firm and fixed for one

year from the effective date of this Contract. ODHH, however, may adjust such rates on July 1 of each calendar year and such adjusted rates shall be effective for services performed thereafter.

3.4. NON-EXCLUSIVE CONTRACT. Notwithstanding any provision to the Contrary, Enterprise Services reserves the right throughout the term of this Contract to enter into additional contracts with other parties to meet the needs of the State of Washington.

3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington and that it is registered with the Washington State Department of Revenue and, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. PERFORMANCE & DELIVERY OF SERVICES. Contractor represents and warrants that in performing this Contract, Contractor shall:

(a) Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;

(b) Meet or exceed the performance and operational standards, requirements, and specifications set forth in this Contract;

(c) Provide all contractual requirements or deliverables in good quality with no material defects;

(d) Obtain and maintain in good status all necessary licenses, permits, or other authorizations necessary for the performance of the Contract;

(e) Cooperate with Purchaser to achieve the objectives of the Contract;

(f) Return to Purchaser any Purchaser-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; and

(g) Not interfere with the State and Purchaser's operations.

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

4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered

by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

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

4.6. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.

4.7. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

4.8. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

4.9. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.10. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All order documents must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master 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 other agreement modify the terms and conditions of this Master Contract.

5.2. 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.

5.3. MONTHLY DATA REPORTS. Contractor must retain data on requests that are filled and unfilled. The Contractor shall incorporate this data into the required Monthly Data Reports. ODHH reserves the right to request additional details to verify data in the Monthly Data Reports.

(a) The Contractor shall submit each month's Data Report to ODHH via email at the end of each month.

1. Data Elements

i. Within the Monthly Data Report, requested and/or received services shall be separated as shown on the report template or as requested in subsequent communication from the Contract Administrator.

ii. Services requested and received must be separated by each State of Washington Agency, Department, Administration, Division and MCUA participant. An electronic version of the report template and a list of each State of Washington state agency will be provided to Contractors at the time of Contract execution.

iii. The Contractor's Monthly Data Report must include a minimum of the following data elements. Should the following data reporting requirements change, ODHH shall give the Contractor a thirty (30) days' notice of the specific changes.

a. General Information
   1. Name of the Contractor;
   2. Report period (month and year); and
   3. Purchaser Name (not the employee's name, the Department or Division name)

b. Appointment Information
   1. Total number of Appointments with completed service;
   2. Total number of requests unable to fill with an Interpreter;
   3. Total number of No Shows by Clients, Employee or Service Provider, and

Interpreters; (employee and service provider means the same thing)

4. Total number of Cancellations with 48 business hours' or more notice by Clients, Employee or Service Provider, and Interpreters;
5. Total number of Cancellations without 48 business hours' or more notice by Clients, Employee or Service Provider, and Interpreters;
6. Total hours and cost billed for Interpreter services (including No Shows/Cancellations);
7. Total hours and cost billed for Interpreter services at Deafblind rates;
8. Total hours and cost billed for Deaf Interpreters (including No Shows/Cancellations); and
9. Total amount of other fees billed such as mileage, tolls, parking, lodging, meals?

2. Administrative Fee

(a) The Office of the Deaf and Hard of Hearing will reimburse the Contractor for each monthly report within five (5) business days.
   i. No payment will be made if there were no requests. However, the Contractor must submit a no service report.
   ii. Reports are submitted using excel. One (1) report can include unlimited worksheets (tabs). Each worksheet captures data for a specific department or division requesting Interpreters. The department and/or divisions are not separated by region, only by King and Non-King County.
   iii. One (1) to Ten (10) worksheets will be reimbursed up to $15.00 each.
   iv. The maximum amount of reimbursement is $300.00 per month.

(b) Data reports are electronically submitted to signlanguageinterpreters@dshs.wa.gov. ODHH will then review the data and approve or reject the report. Approved data reports will automatically generate a reimbursement request.

(c) Total payment for late reports will have a 10% deduction per day the report is delinquent.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

(a) Master Contract No. 03919

(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) Invoice amount; and

(f) Payment terms, including any available prompt payment discounts.

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

6.2. HCA MEDICAID PROVIDER INVOICE (CLAIM). The Contractor shall utilize the HCA Provider One billing system to submit invoices and receive payment for Medicaid eligible individuals, requested by HCA Medicaid providers. Claims must be properly completed, submitted electronically, and must comply with the published Provider One resources and Provider One Billing and Resource Guide.

6.3. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.4. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.5. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.6. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.7. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change 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: Michellee Jemmott
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9300
Email:
descontractsteamcypress@des.wa.gov

Contractor
Attn: Polly L. MacLean
9125 Edgewater Dr. SW
Lakewood WA 98499-1925
Tel: (253) 381-3457
Email: 2pollym@gmail.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.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

7.3. 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: Polly L. MacLean
9125 Edgewater Dr. SW
Lakewood WA 98499-1925
Email: 2pollym@gmail.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.

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

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

(a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Contractor Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior

approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less gas mileage, lodging, meals, supplemental fees and applicable sales tax).

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

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .01.

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

(c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

(d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).

10. INSURANCE.

10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

11. CLAIMS.

11.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no

representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

11.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

13.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

13.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for services already 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.

13.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. 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 Master 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.

14. GENERAL PROVISIONS.

14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

14.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

14.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

14.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.

14.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

14.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.

14.10. 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 the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

14.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good

faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

14.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

14.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

14.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

14.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

14.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

14.18. Fair Construction & Interpretation. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

14.19. Further Assurances. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

14.20. Exhibits. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

14.21. Captions & Headings. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.

14.22. Electronic Signatures. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

14.23. Counterparts. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

Executed as of the date and year first above written.

State of Washington	**Polly L. MacLean**
Department of Enterprise Services	**a Washington Sole Proprietor**
By: Kimberly Kirkland	By: Polly L. MacLean, CSC
Kim Kirkland	Polly L. MacLean
Its: IT Procurement Supervisor	Its: RID Certified American Sign Language Interpreter
	Title

EXHIBIT A

SIGN LANGUAGE INTERPRETER SERVICES WITH INDEPENDENT CONTRACTORS STATEMENT OF WORK

DEFINITIONS

a. ”**Administrative Service Fee**” is a fee paid to the Contractor monthly by the Office of the Deaf and Hard of Hearing in exchange for required data reports.

b. “**Appointment**” means a period of time during which a Purchaser has requested interpreting services. One (1) Appointment may span multiple consecutive Business Days. Specific types of Appointments are defined below.

   1. “**Filled Appointment**” means a Contractor has assigned the Interpreter(s) to the Appointment and has confirmed this with the Purchaser.
   2. “**Unfilled Appointment**” is an Appointment for which the Contractor has tried and failed to schedule an Interpreter and has notified the Purchaser.
   3. “**DeafBlind Appointment**” is an Appointment involving close vision, tactile, or pro-tactile requests.
   4. “**Legal Appointment**” is an Appointment where the subject matter is legal in nature. Examples of these Appointments are: meeting with an attorney, administrative hearings, interview and or interaction with Police officer, any type of appeal that impacts housing, fiscal or and individuals civil liberty. Specialist Certification: Legal (SC: L) certified Interpreters will receive priority for these appointments and are eligible for Supplemental Fees.

c. “**Approved Interpreter**” means an Interpreter who has registered with ODHH, has an active Registry of Interpreters for the Deaf (RID), Board for Evaluation of Interpreters (BEI), or QDI membership, has passed the DSHS background check screening, and is on the ODHH approved Interpreter List.

d. “**Awarded Interpreter**” means an Interpreter who has registered with ODHH, has an active RID, BEI or QDI membership, has passed the DSHS background check screening, is on the ODHH approved Interpreter List, and awarded a Master Contract through Enterprise Services Competitive Solicitation process.

e. “**Base Rate**” is the initial fee paid for the first hour (or any part thereof) of the Appointment.

f. “**Business Day**” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time (Standard or Daylight, as applicable), except for holidays observed by the State of Washington. One (1) Business Day equals nine (9) business hours per day.

g. “**Board of Evaluation of Interpreters**” or “BEI” is a state level Certification offered through the Office of Deaf and Hard of Hearing Services (DHHS) Board for Evaluation of Interpreters (BEI) in Texas.

h. “**Booking Fee**” is the fee an Agency charges for scheduling Sign Language Interpreters. Independent Contractors do not charge this fee.

i. “**Cancellation**” means an Appointment cancelled by the Purchaser, DSHS/State employee, Customer or Interpreter.

j. “**Certified Interpreter**” means an interpreter who has demonstrated his/her ability to interpret effectively, accurately and impartially. He/she obtained national interpreter certification by taking national performance and knowledge tests. A certified interpreter has been awarded interpreter certification by the Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD), and/or the BEI (Texas).

K. ”Close Vision Interpreting” refers to a method used with Deaf, hard of hearing, DeafBlind, DeafPlus and Late Deafened individuals who have low vision and rely on their residual vision for communication. Interpreters are situated in proximity range in front of the Customer.

l. "**Contracted Service Provider**" means a provider, such as the Regional Services Centers, Area Agency on Aging, or Community Psychiatric Clinic, who has a contract with the state of Washington.
m. "**Customer**" means a Deaf, DeafBlind, Hard of Hearing, Late Deafened or Deaf Plus Customer or resident of the State of Washington, or DSHS/State of Washington Employee utilizing Sign Language Interpreter Services.
n. "**Deaf**" is a broad term that generally describes people who have a severe to profound hearing loss. Deaf individuals may communicate by American Sign Language (ASL), another form of signed language, lip-reading, English (written or spoken), or any other method of communication. They may use a combination of Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized technology.
o. "**DeafBlind**" is a term that refers to people who have both visual and hearing losses. The person is either deaf or hard of hearing. Many persons who are DeafBlind communicate by using tactile signing or close vision signing, depending on their vision loss.
p. "**Deaf Interpreter**" or "**Certified Deaf Interpreter**" is a specialist who is Deaf and provides interpreting, translation, and transliteration services utilizing American Sign Language and other visual and tactile communication forms used by individuals who are Deaf, Hard of Hearing and DeafBlind. Being Deaf, the Deaf Interpreter utilizes a distinct set of formative linguistic, cultural, and life experiences. This enables nuanced comprehension and interaction in a wide range of visual language and communication forms influenced by region, culture, age, literacy, education, socio-economic bearing, and/or physical, cognitive, and mental health. These experiences, coupled with professional training, give the Deaf Interpreter the ability to successfully communicate across all types of interpreted interactions, both routine and high risk. The use of a Deaf Interpreter enables a level of linguistic and cultural bridging that is often not possible when hearing ASL-English Interpreters work alone.
q. "**Deaf Plus**" refers to a Deaf individual who has an additional disability that may or may not impact their signing ability and language comprehension.
r. **"Evening**, **Weekend**, and **Holiday Rates"** include all hours outside of State business hours, which are Monday to Friday, 8:00 a.m. to 5:00 p.m., State Holidays are as follows: New Year's Day, Martin Luther King Jr's birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.
s. "**Family Member**" means any person who is a relative by blood, adoption, or marriage.
t. "**Give Back**" means that the Interpreter cancelled their commitment after confirming with the Purchaser, causing the Purchaser to have to seek out and secure a replacement Interpreter.
u. "**Hard of Hearing**" is a term that generally refers to people who have mild to moderate hearing loss who may communicate through Sign Language, spoken language or both. People who may or may not have sufficient residual hearing to process linguistic information through sound. These individuals may or may not use a combination of: Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized communication technology.
v. "**Health Care Authority or HCA**" means the state agency that purchases health care for more than two million Washington residents through Apple Health (Medicaid), the Public Employees Benefits Board (PEBB) Program, and, beginning in 2020, the School Employees Benefits Board (SEBB) Program. As the largest health care purchaser in the state, we lead the effort to transform health care, helping ensure Washington residents have access to better health and better care at a lower cost.
w. **"Hourly Rate"** is the rate at which an Interpreter will be reimbursed per hour of service.
x. "**Interpreter**" - See definition under "Certified Interpreter."
y. "**Interpret**," **Interpretation**" or "**Interpreting**" means the process of translating communication between hearing individuals, who communicate in spoken language, and individuals who

communicate in sign language. Interpreters must be able to listen to an individual's words, inflections, and intent and simultaneously render them into sign language using the mode of communication preferred by the Customer. The Interpreter must also be able to comprehend the signs, inflections, and intent of the Customer and speak them in articulate, appropriate English.

z. "**Interpreter Preference**" the Customer has indicated that a specific Interpreter communicates effectively with them, therefore they know which Interpreter will serve most successfully in that situation. In order to promote effective communication, the preferred Interpreter should be given priority when requested.

aa. "**Interpreter Referral Agency**" is an organization that provides specialized sign language interpreter referral services. These services include billing, scheduling, assignment, and referral of interpreters to Appointments. Interpreter Referral Agencies may or may not have a contract with the state to provide services.

bb. "**Late Arrival**" means a time when an Interpreter arrives more than fifteen (15) minutes late for an Appointment.

cc. "**Late Deafened**" typically refers to the individual who loses hearing later in life. Individuals who are late-deafened have usually maintained spoken communication skills. These individuals may or may not use a combination of: Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized communication technology.

dd. "**MCUA**" or "Master Contract Usage Agreement" means an agreement necessary to meet statutory requirements allowing qualifying organizations to use Washington State Master Contracts.

ee. "**Medicaid**" means Medicaid is the federally matched medical aid program under Title XIX of the Social Security Act (and Title XXI of the Social Security Act for the Children's Health Insurance Plan) that covers the Categorically Needy (CN) and Medically Needy (MN) programs. It is called Apple Health in Washington State.

ff. **"Monthly Data Reports"** are reports that Contractors are required to fill out online and submit to the Office of the Deaf and Hard of Hearing monthly. These reports summarize monthly usage of their ASL interpreting services and Appointments that were unfilled or cancelled.

gg. "**National Association of the Deaf**" or "**NAD**" is a national membership association that previously administered testing for certification of Sign Language Interpreters. National Interpreting Certification (NIC) testing system replaced NAD testing. NAD Certified Interpreters have been incorporated into RID's Certification Maintenance Program and their credentials are maintained by RID.

hh. "**No Show**" means a Customer, contracted service provider, or Interpreter who does not keep an Appointment at the time scheduled.

Please note: should the Contractor's Interpreters attend an Appointment and the Customer is not on time, the Interpreter must stay on the premises for twenty (20) minutes after the Appointment start time before declaring a No Show, unless:

a. The Customer or Purchaser has asked the Interpreter to stay longer; or
b. The Appointment specifies on the request form that the interpreter should remain on the premises for a specified duration regardless of whether the Customer shows up; or
c. The Customer or Purchaser dismisses the Interpreter.

ii. "**Office of Deaf and Hard of Hearing**" or "**ODHH**" is an Office within DSHS' Aging and Long-Term Support Administration. ODHH received delegation of authority from the Washington Department of Enterprise Services to procure and administer this Contract.

jj. "**Pre-Certified Interpreter**" means a Sign Language Interpreter who has passed the written component of RID or BEI Certification requirements but has not yet passed the performance exam. Under specific circumstances Pre-Certified Interpreters can work through a Referral Agency with a

Team that includes a Certified Interpreter or a Deaf Interpreter. Pre-Certified Interpreters require additional criterial per ODHH.

kk. **"ProTactile Sign Language," "ProTactile"** or **"PTASL"** is a form of communication used primarily by the DeafBlind community and which is rooted in touch, communicated on the body. PTASL, developed by and for people who are DeafBlind, can also be used to connect small groups of people in communication, instead of just one-on-one. In some situations, two Interpreters are required to provide effective communication, and if the Appointment is longer than one (1) hour, a team of four (4) could be necessary. Interpreters serving DeafBlind Customers should have additional training and awareness of the socio-cultural aspects besides language, including the culture, philosophy and attitude inherent to the DeafBlind community.

ll. **"ProviderOne"** or **"P1"** means the system commonly referred to as the Medicaid Management Information System (MMIS), and is the federally approved system used by the Washington Medicaid program to pay provider claims for goods and services authorized under the State Plan. The MMIS is certified by CMS and is the primary information system used by HCA to pay for health care.

mm. "**Qualified Deaf Interpreter (QDI)"** refers to a non-certified Interpreter who has been assessed and approved for a high level of proficiency in two languages, adheres to the ODHH code of ethics and best practices and has the appropriate training and experience to interpret. The QDI usually teams with the Certified Dead Interpreter in a wide range of situation to enhance effective communication. Language equality may be affected in any communication influenced by region, culture, age, literacy, education, socio-economic bearing, and/or physical, cognitive, and mental health, and is especially crucial in any situation where the Customers health, and/or freedom might be at stake.

nn. "**Region**" means one (1) of the six (6) Regions of Washington State designated as Northwest, North Central, Eastern, Olympic, Southwest and South Central. The Counties each Region serves is as follows:

a. Northwest: Whatcom, San Juan, Island, Skagit, Snohomish, King
b. North Central: Okanogan, Chelan, Douglas, Grant
c. Eastern: Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman
d. Olympic: Clallam, Jefferson, Kitsap, Mason, Grays Harbor, Pierce, Thurston
e. Southwest: Pacific Lewis, Cowlitz, Clark, Skamania, Klickitat
f. South Central: Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin

oo. **"Registry of Interpreters for the Deaf"** or **"RID"** refers to a national membership organization representing the professionals who provide sign language Interpreting services for the Deaf and Hard of Hearing.

pp. "**Request**" refers to Purchaser(s) officially requesting services from Contractors to provide sign language interpretation (either independent Interpreters or Agencies). Requests are made with the Master Contract Interpreter Request Form.

qq. **"Supplemental Fees"** are added on to the hourly rate. These are fees paid to Interpreters who have additional Certifications or approved credentials for specialized Appointments. We do not limit scheduling to this pool of Interpreters but we do reimburse these Interpreter's for taking additional trainings. Supplemental Appointments include:

a. DeafBlind Appointment if the Interpreter has Credentials as an Interpreter for DeafBlind.
b. DeafBlind Appointments if the Interpreter has Protactile Certification.
c. Legal Appointments if the Interpreter has SC:L or has meet the training established by ODHH.
d. Mental Health Appointments if the Interpreter has QMHI Certification from Alabama
e. Health Appointments if the Interpreter has met the required training hours, or has received a Certificate in Healthcare Interpreting from Rochester Institution of Technology (RIT), or a

Certification in Healthcare Interpreting from the Certification Commission for Healthcare Interpreters.

rr. "**Specialty Certification: Legal (SC:L)**" is a credential fully recognized by RID, but the designation is no longer awarded by RID. This credential was offered beginning in 1998 and went into moratorium effective January 1, 2016. Holders of this specialist certification demonstrated specialized knowledge of legal settings and greater familiarity with language used in the legal system. These individuals are typically recommended for a broad range of assignments in the legal setting.

ss. "**Travel Time**" is the time an Interpreter uses to commute to and from an Appointment. Travel time, if more than one (1) hour each way, is added to the total time of the initial Appointment request. See "Payment for Services, Travel Reimbursement" in Exhibit E – Independent Contractor Rates for additional information.

SIGN LANGUAGE INTERPRETER SERVICES WITH INDEPENDENT CONTRACTORS STATEMENT OF WORK

1. **PURCHASERS**
    a. Contractor acknowledges that use of the Contract by any city, county, state agency, state school district, state higher education institution, public utility district, Medicaid provider, or organization that has a Master Contract Usage Agreement (MCUA) is discretionary.
    b. Services described herein will be requested by Purchaser as needed, based on program/policy requirements and Customer communication needs and preferences.
    c. The Contractor acknowledges that payment for any services provided under this Contract is the sole responsibility of the Purchaser.
2. **SERVICE AREA**
    a. If the Request is outside of the two (2) hour driving range, the Contractor should advise the Purchaser that there may be other Interpreters closer, and refer them to the Master Contract website.
3. **CONTRACTOR AVAILABILITY**
    a. Contractor must be available to respond to telephone, videophone, and email inquiries during State business hours (Monday through Friday, 8:00 am to 5:00 pm) within two (2) business days.
    b. Fax, instant messaging, and other modes of communication may be used as the Contractor's additional option(s), but cannot be substituted for telephone, videophone, and email responses.
    c. During the State business hours, the Contractor must respond to all Service Requests, complete or incomplete by the end of that business day.
    d. If a Contractor is not open during evening and weekends, the Contractor must have an outgoing answering message and/or service that indicates the Contractor's regular service hours and response time, as well as an electronic away message (e.g. Outlook "Out of Office" reply) for all emails received after regular business hours.
    e. During Contractor's vacation and holidays, Contractor must have an answering message and/or service that indicates return time, when the Contractor will respond to requests, and refers Purchasers to the Master Contract website, which provides a list of Awarded Interpreters.
    f. If the Contractor temporarily ceases business operations, this must be indicated on the Contractors outgoing telephone message and email auto-reply message. In addition, the message must also refer Purchasers to the Master Contract list of Awarded Interpreters.
4. **INTERPRETER SERVICES AVAILABILITY**
    a. The Contractor must be available for Medicaid Appointments at any time during the day or week. Requests during Monday through Friday 8:00 am to 5:00 pm hours are paid at the standard rate. Requests outside these hours will be paid at the Evening, Weekend and/or Holiday Rate.
    b. The Contractor must notify ODHH if they will be away on vacation or if they are unavailable for a period of time.

5. **INTERPRETER CREDENTIALS**

a. The Contractor must be an active member of Washington State Registry of Interpreters for the Deaf (WSRID).
    i. Out of state Interpreters who work frequently in Washington are required to become members of WSRID.
b. The Contractor must have at least one (1) of the following active credentials:
    i. Master Comprehensive Skills Certificate (MCSC) from the Registry of Interpreters for the Deaf;
    ii. Comprehensive Skills Certificate (CSC) from the Registry of Interpreters for the Deaf;
    iii. Reverse Skills Certification (RSC) from the Registry of Interpreters for the Deaf;
    iv. Level IV Certification from the National Association of the Deaf (NAD4);
    v. Level V Certification from the National Association of the Deaf (NAD5);
    vi. National Interpreter Certification Advanced (NICA) from the Registry of Interpreters for the Deaf;
    vii. National Interpreter Certification Master (NICM) from the Registry of Interpreters for the Deaf;
    viii. Interpretation Certificate (IC)) from the Registry of Interpreters for the Deaf;
    ix. Transliteration Certificate (TC)) from the Registry of Interpreters for the Deaf;
    x. Certificate of Interpreting (CI) from the Registry of Interpreters for the Deaf;
    xi. Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf;
    xii. Qualified as a Deaf Interpreter through ODHH;
    xiii. Certified as a Deaf Interpreter through ODHH;
    xiv. Qualified as a Pro-Tactile ASL (PTASL) Interpreter through ODHH, Western Oregon University or any approved DeafBlind Service Provider in Washington State; or
    xv. Master Certification from the Board for Evaluation of Interpreters (BEI).

c. **OR** The Contractor must have at least two (2) of the following active credentials:
    i. Certificate of Interpreting ("CI") from the Registry of Interpreters for the Deaf and Certificate if Transliteration ("CT") from the Registry of Interpreters of the Deaf;
    ii. Interpretation Certificate ("IC") from the Registry of Interpreters for the Deaf and Transliteration Certificate ("TC") from the registry of Interpreters for the Deaf;
    iii. Generalist/Level III Certification from the National Association of the Deaf and National Interpreter Certification;
    iv. National Interpreter Certification and 5 years of experience working as an Interpreter.

6. INTERPRETER REGISTRATION

The Contractor must follow ODHHs registration/renewal process to be considered an approved Interpreter. Only approved Interpreters who meet the Certification requirements may bid for Independent Contracts.

a. INITIAL REGISTRATION

i. The initial registration process involves a 24/7 online registration with ODHH.

ii. Prior to submitting their ODHH registration new Interpreters must first submit an on-line application at DSHS' Background Check Central Unit. Information on the process and the application can be found by visiting the DSHS Background Check Central Unit webpage. Once the Background Check is completed, the Interpreter will receive a Background Check confirmation number. This will be required with the Interpreter's ODHH registration.

iii. Interpreter must email a copy of their initial, approved Certification to ODHH. In lieu of the Certification, a verification letter from RID, NAD or BEI with the date the Interpreter's certification was obtained may be submitted. This submission is a one (1) time allowance.

iv. Interpreters must submit current, taken within a year, electronic, color photo for the Interpreter's Identity Badge. This photo will also be posted online on the ODHH Interpreter List.

v. To accept HCA Medicaid requests, Interpreters must register with ProviderOne and obtain a National Provider Identification (NPI) number. Medicaid requests shall only be paid through ProviderOne.

b. ANNUAL RENEWALS

i. Interpreters must renew their Sign Language Interpreter Registration online with ODHH between April 1 and July 1 each year.

Prior to submitting their annual renewal, Interpreters must first submit their on-line application to DSHS' Background Check Central Unit. Information on the process and the application can be found by visiting the DSHS Background Check Central Unit webpage. Once the Background Check is completed, the Interpreter will receive a Background Check confirmation number. The Interpreter's Background Check confirmation number will be required with the Interpreter's ODHH annual renewal.

7. THE INTERPRETER REQUEST PROCESS

The Contractor shall follow the below process for all Interpreter Requests:

a. RECEIVING INTERPRETER REQUESTS

i. The Contractor will receive Requests for Interpreter Services from Purchasers via the Master Contract Sign Language Interpreter Request form. Purchasers requesting via telephone call, voice message, or email must be instructed to utilize Master Contract Sign Language Interpreter Request form. Requests should contain, at a minimum, the following information:

1. Date, time, and duration of the Appointment;
2. Location of the Appointment;
3. Purchaser's name, place of business, and contact information;
4. Name(s) of the Customer(s), to the extent known at the time of the Request;
5. Nature and venue format of the Appointment, such as a one-on-one meeting, a conference, or webinar;
6. Name and contact information of the Customer, should that individual be different than the Purchaser; and
7. Preferred Interpreter(s), if any
8. A prior authorization number if it is an HCA Medicaid request.

ii. A Request is deemed complete and received by the Contractor as soon as all of the required information is obtained.

iii. If the Contractor receives an incomplete Request, as soon as possible the Contractor shall respond to the Purchaser and obtain the remaining required information.

iv. Contractor will add the following information to the Request form:

1. Required amount of travel time to and from the Appointment;
2. Mileage to and from the Appointment; and
3. Billing details

b. CONFIRMATION OF REQUESTS

i. The Contractor shall acknowledge a complete Request with a telephone call, voice mail message, and/or email message to the Purchaser by the end of the business day.

ii. If the Contractor is unable to fulfill the Request, Contractor shall contact the Purchaser within 48 business hours to inform them and cancel Request and refer Purchaser to ODHH List of Interpreters.

iii. The Contractor will send an email confirmation that the request has been filled to the Purchaser, and the Customer (if different person), as soon as possible and not less than least forty-eight (48) hours prior to Appointment. If there is no contact information for the customer on the Interpreter Request Form, then this is not required.

8. INTERPRETER SELECTION

The Contractor shall only accept Appointments in which he/she is suitable for the job, based on the following factors:

a. Language and communication style of the Customer(s);
b. Additional known issues presented by the Customer(s), if any, that might affect communication, including but not limited to: physical, visual, developmental and mental health conditions;
    i. A Deaf Interpreter should be used in situations that determine the next course of action for a Customer, including but not limited to the following types of Appointments: psychiatric evaluation; psychological, neuropsychological or forensic evaluation; assessment for independent living; administrative hearings; and/or trainings.
    ii. If the Contractor assesses that they can provide the most effective communication by teaming with a Deaf Interpreter, the Contractor shall advise the Purchaser to contact an Interpreter Referral Agency to request the Deaf Interpreter. The Purchaser and the Agency shall not dismiss the Contractor.
c. Nature of the Appointment;
d. Location of the Appointment (e.g. prison, special commitment center, home visit);
e. The Interpreter's skills, experience, and credentials; and
f. Potential conflict of interest; prior relationship with or knowledge of any individual(s) involved in the Appointment that might compromise the Interpreter's objectivity or result in significant discomfort for the Customer(s).

9. PROVIDING SERVICE AT APPOINTMENTS

a. The Contractor shall arrive on time to the scheduled Appointment. This includes allowing significant time for parking and commute into the Appointment location.

b. If the Contractor is more than fifteen (15) minutes late, fifteen (15) minutes of billable time will be deducted from the Base Rate. This does apply to situations in which Contractor had already negotiated their expected start time.
c. If it appears that the Appointment will not be completed before the scheduled end time, the Contractor shall communicate with the Purchaser, allowing ample notice to wrap up. The Contractors shall not walk out of any Appointments before completion.
d. Contractors shall document additional time worked on the Interpreter Request form in fifteen (15) minute installments.
e. Interpreter shall have Request Form signed by Purchaser (or by qualified representative who was present during the Appointment) prior to leaving the Appointment.

10. CONDUCT & EXPECTATIONS

a. The Contractor must abide to Registry of Interpreters for the Deaf (RID) Code of Professional Conduct. Contractors with Certification under NAD or BEI must also abide by RID's code.
b. The Contractor must maintain Certification with the issuing body by remaining in good standing and completing the minimum number of Continuing Education Units (CEU). Proof of current certification(s) and CEUs must be submitted to ODHH within seven (7) business days if requested.
c. Once and Appointment has been accepted, the Contractor is responsible to keep this Appointment. Contractors cannot find substitutes or refer jobs out to other Interpreters without the consent of the Purchaser.
d. If the Contractor cannot accept the Appointment, the Contractor will notify the Purchaser within two (2) business days of receiving the Request and refer the Purchaser to the Master Contract website where Awarded Interpreters are posted.
e. The Contractor must keep accurate records of all Appointments.
f. Contractors must wear appropriate attire for the environment and consistently convey a professional manner. Clothing should contrast skin color and not be distracting to the Customer.
g. Contractors must agree to meet with ODHH if a complaint is received. The purpose of the meeting is to gather and provide information about a potential dispute that may or may not be referred to their Certification Administration. Failure to meet with ODHH provides ODHH the right to remove the Interpreter from the list of Approved Interpreters and/or terminate the contract.
h. If the Contractor is found in violation of RID's Code of Professional Conduct, the Contractor is at risk for removal from the ODHH list of Approved Interpreters and/or termination of the contract.
i. Contractors may be required to agree to additional privacy protections to provide services for some agencies. For example, successful Contractors that wish to provide services for agencies that are covered entities under HIPAA may be required to execute business associate agreements.

11. INVOICING/BILLING REQUIREMENTS

a. The Contractor shall submit an invoice to the Purchaser's billing address or a designated email address for each Appointment with the associated, completed and signed Master Contract Sign Language Interpreter Request form.

b. The Contractor shall submit claims for HCA Medicaid requests to ProviderOne. HCA will not accept emailed invoices.
c. Each invoice or claim shall be submitted for payment no later than ninety (90) days from the date the service was provided.
d. All billing documents must be accurate, legible, and complete.
e. Contractor must submit their invoices in accordance to the stipulations outlined in the Payment Processing section below. Invoices must include:
    i. A formatted invoice **OR** completed State of Washington Invoice Voucher Form A 19-1A;
    ii. Contract Number;
    iii. Interpreter's name;
    iv. Interpreter's Hourly rate;
    v. Contractor's Unique Invoice Number
    vi. Contractor's Statewide Vendor Number;
    vii. The organizational/requesting entity's name;
    viii. Date and time slot required for the Appointment. The time should be either the scheduled start time of the Appointment or the time the Sign Language Interpreter shows up after the scheduled start time, whichever is later, through either the scheduled or actual end time, whichever is later.
    ix. Any applicable Supplemental Fees.
f. Contractor must submit their HCA Medicaid claims into ProviderOne in accordance with the ProviderOne Billing and Resource Guide. Claims must be properly completed to be accepted by ProviderOne. All fields marked with an asterisks are required. Additional required documentation:
    i. Fully completed Master Contract Interpreter Request Form
    ii. Prior Authorization number
    iii. Proof and documentation of travel, toll, and mileage expenses
g. Contractors requiring access to the ProviderOne Billing system must follow the guidelines set forth on the provider enrollment resource page, of the Health Care Authority's website.
h. Contractor's billing documents must include a completed "Verification Information" section on Master Contract Interpreter Request Form, signed by both the Interpreter and Purchaser or Purchasers.
i. For each and every Appointment billed on an invoice, all reimbursable services and fees must be submitted with the required documentation as listed above.
j. If the Purchaser cancels an Appointment, the Contractor must include the cancellation information from the Master Contract Interpreter Request Form. This form must then be signed by the Contractor to verify the Cancellation.

12. PAYMENT PROCESSING

a. PAYMENT TIME FRAME (NET 30 DAYS)

DSHS or the Purchasers entity will make payment for satisfactory authorized services provided under this Contract within thirty (30) days of receipt of a complete and accurate invoice.

b. PAYMENT ADJUSTMENTS

Incomplete and/or inaccurate invoices will be returned to the Contractor for correction. The payment within thirty (30) days requirement will not be in effect until DSHS or the Purchasers entity receives a corrected invoice. All adjustments to billed Sign Language Interpreter service amounts must be completed within ninety (90) calendar days of the original date of billing by the Contractor, or as extended by the Purchaser. Overpayment or inappropriate payment related to Medicaid must comply with and are subject to CFR 42 Part 455 and WAC 182-502a-0701.

c. DISALLOWED PAYMENTS

DSHS or the Purchasers entity shall not pay for services rendered under the following circumstances:

i. The Interpreter is an Employee of DSHS or of the Purchasers entity; or
ii. The Interpreter is a Family Member of the Customer.
iii. The HCA Medicaid request was not prior authorized.
iv. The Interpreter is not qualified or authorized to provide services for the Customer.

EXHIBIT B

FEES/RATES FOR SIGN LANGUAGE INTERPRETER SERVICES WITH INDEPENDENT CONTRACTORS

1. **PAYMENT FOR SERVICES**
   a. INTERPRETER RATES
      i. An Interpreter's Hourly Rate is determined by the number of years of experience post-Certification and the County where the services are rendered.
      ii. Interpreters will enter the new pay bracket at the beginning of each quarter, January 1st, April 1st, July 1st, and October 1st, not on their anniversary date.
      iii. Refer to **TABLE 1, TABLE 2, TABLE 3,** and **TABLE 4** below for current rates.
      iv. An Interpreter's years of experience are measured from the date of an approved Registry of Interpreters of the Deaf (RID) certification, or an approved Texas BEI Certification, through the present day, unless there is a lapse in membership. Any lapse in membership must be resolved with RID or BEI.
      v. Qualified Deaf Interpreter's start at zero (0) years of experience when enrolling for the first time with ODHH.
      vi. All Appointments start with a Base rate, which is the Interpreter's Hourly Rate x 1.5. All Appointments are scheduled for one (1) hour, even if you only need thirty (30) minutes.
      vii. If an Appointment lasts longer than one (1) hour, the Contractor shall invoice the Purchaser the regular Hourly Rate in fifteen (15) minute increments, by rounding up.
      viii. Evening, Weekend, and Holiday Rates include all hours outside of State business hours, which are Monday through Friday, 8:00 a.m. to 5:00 p.m., State Holidays are as follows: New Year's Day, Martin Luther King Jr's birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.
   b. CANCELLATION AND OTHER FEES
      i. Forty-eight (48) or more hours' notice for cancellation of an Appointment by Purchaser is considered ample time and will result in no invoicing, fee, or pay for Interpreter.
      ii. Cancellation of an Appointment by Purchaser with less than forty-eight (48) hours' notice will result in being billed for time reserved.
      iii. Supplemental fees are not paid when Appointments are cancelled.
      iv. Parking associated with Appointments may be billed with a valid receipt.
      v. Meals associated with Appointments may be billed per OFM Regulations. Meals are only associated with overnight requests.
   c. TRAVEL REIMBURSEMENT
      i. Gas mileage associated with Appointments will be billed per OFM Regulations at the start of each Appointment.
      ii. Travel is built into the initial Appointment time. When an Interpreter receives a request, the Interpreter shall indicate the time needed for them to do the assignment.

iii. Travel is not included in Appointments that are longer than 7 hours in length. Gas mileage will be billed per OFM Regulations at the start of each Appointment.

Table 1

Hourly rates for Independent Contractors For King Co.				
Interpreter's Certification Status and Years of Experience	**Regular Hourly Rate**	**Base Rate (1.5 Base Rate)**	**Evening, Weekend, Holiday Regular HourlyRate**	**Evening, Weekend, Holiday Base Rate**
Certified Interpreters - from 1 year anniversary to the end of 5th year	$64.66	$96.99	$69.66	$101.99
Certified Interpreters – from 6 year anniversary to the end of 10th year	$67.84	$101.76	$72.84	$106.76
Certified Interpreters – from 11 year anniversary to the end of the 15th year	$71.02	$106.53	$76.02	$111.53
Certified Interpreters – from 16 year anniversary to the end of the 20th year	$75.26	$112.89	$80.26	$117.89
Certified Interpreters – with 21 years or more of experience	$78.44	$117.66	$83.44	$122.66

Table 2

Hourly rates for Independent Contractors For Non-King Counties				
Interpreter's Certification Status and Years of Experience	**Regular Hourly Rate**	**Base Rate (1.5 Base Rate)**	**Evening, Weekend, Holiday Regular Hourly Rate**	**Evening, Weekend, Holiday Base Rate**
Certified Interpreters - from 1 year anniversary to the end of 5th year	$58.30	$87.45	$63.30	$92.45
Certified Interpreters – from 6 year anniversary to the end of 10th year	$61.48	$92.22	$66.48	$97.22
Certified Interpreters – from 11 year anniversary to the end of the 15th year	$64.66	$96.99	$69.66	$101.99
Certified Interpreters – from 16 year anniversary to the end of the 20th year	$67.84	$101.76	$72.84	$106.76
Certified Interpreters – with 21 years or more of experience	$71.02	$106.53	$76.02	$111.53

Table 3

Hourly rates for Deaf-Blind Clients King Co.					
Interpreter's Certification Status and Years of Experience	**Regular Hourly Rate**	**Base Rate (1.5 Base Rate)**	**Deaf-Blind Regular Rate (+$5.00 to Base then Hourly)**	**Deaf-Blind PTASL Rate (+$5.00 to Regular Deaf-Blind Rate)**	**Evening, Weekend, Holiday Rate**
Certified Interpreters - from 1 year anniversary to the end of 5th year	$65.58	$98.36	$103.36 Base $70.58 Hourly	$108.36 Base $75.58 Hourly	Add $5.00 to Base then Hourly rate
Certified Interpreters – from 6 year anniversary to the end of 10th year	$68.80	$103.20	$108.20 Base $73.80 Hourly	$113.20 Base $78.80 Hourly	Add $5.00 to Base then Hourly rate
Certified Interpreters – from 11 year anniversary to the end of the 15th year	$72.03	$108.04	$113.04 Base $77.03 Hourly	$118.04 Base $82.03 Hourly	Add $5.00 to Base then Hourly rate
Certified Interpreters – from 16 year anniversary to the end of the 20th year	$76.33	$114.49	$119.49 Base $81.33 Hourly	$124.49 Base $86.33 Hourly	Add $5.00 to Base then Hourly rate
Certified Interpreters – with 21 years or more of experience	$79.55	$119.33	$124.33 Base $84.55 Hourly	$129.33 Base $79.55 Hourly	Add $5.00 to Base then Hourly rate

Table 4

Hourly rates for Deaf-Blind Clients Non-King Co.					
Interpreter's Certification Status and Years of Experience	**Regular Hourly Rate**	**Base Rate (1.5 Base Rate)**	**Deaf-Blind Regular Rate (+$5.00 to Base then Hourly)**	**Deaf-Blind PTASL Rate (+$5.00 to Regular Deaf-Blind Rate)**	**Evening, Weekend, Holiday Rate**
Certified Interpreters - from 1 year anniversary to the end of 5th year	$59.13	$88.69	$93.69 Base $64.13 Hourly	$98.69 Base $69.13 Hourly	Add $5.00 to Base then Hourly rate
Certified Interpreters – from 6 year anniversary to the end of 10th year	$62.35	$93.53	$98.53 Base $67.35 Hourly	$103.53 Base $72.35 Hourly	Add $5.00 to Base then Hourly rate
Certified Interpreters – from 11 year anniversary to the end of the 15th year	$65.58	$98.36	$103.36 Base $70.58 Hourly	$108.36 Base $75.58 Hourly	Add $5.00 to Base then Hourly rate
Certified Interpreters – from 16 year anniversary to the end of the 20th year	$68.80	$103.20	$108.20 Base $73.80 Hourly	$113.20 Base $78.80 Hourly	Add $5.00 to Base then Hourly rate
Certified Interpreters – with 21 years or more of experience	$72.03	$108.04	$113.04 Base $75.03 Hourly	$118.04 Base $80.03 Hourly	Add $5.00 to Base then Hourly rate

EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, 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 $1,000,000 per occurrence and $3,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. PERSONAL AUTOMOBILE LIABILITY INSURANCE. Personal automobile liability coverage (and, if necessary, commercial umbrella liability insurance) with limits no less than $250,000 per accident, $500,000 aggregate, and $100,000 property damage.

    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 the 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**. For General Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

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. **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.

7. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Polly MacLean Final 03919

Final Audit Report 2020-03-25

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