Washington State Department of Social & Health Services
Transforming lives

PURCHASED SERVICE CONTRACT

Sign Language Interpreter/Transliterater Services

DSHS Contract Number:
1548-43808
☒ Resulting From Competition
Number: RFQQ 1445-006
☐ Competition Exempt

This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 43.19 and 43.105 RCW.

Contractor Contract Number:
[redacted]
1548 - 43808

CONTRACTOR NAME Joye LLC		CONTRACTOR doing business as (DBA) Signing Resources & Interpreters	
CONTRACTOR ADDRESS 8002 NE Highway 99 B705 Vancouver, WA 98665-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 602-894-159	DSHS INDEX NUMBER 109049
CONTRACTOR CONTACT Kelly Johnson	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Office of the Deaf and Hard of Hearing	DSHS CONTRACT CODE 8402TS-48	
DSHS CONTACT NAME AND TITLE Berle Ross Program Manager	DSHS CONTACT ADDRESS 14th and Jefferson Street Olympia, WA 98504		
DSHS CONTACT TELEPHONE (360)339-4559	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS rossbee@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	CFDA NUMBERS		
CONTRACT START DATE 07/01/2015	**CONTRACT END DATE** 06/30/2016	CONTRACT MAXIMUM AMOUNT $0.00	

EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:
☒ **Exhibit A – Data Security Requirements; Exhibit B – Statement of Work**

The terms and conditions of this Contract are an integration of and constitute the final, entire and exclusive understanding of the agreement between the parties, superseding and merging all previous agreements, writings, and communications between the parties made prior to or at the signing of this Contract. The parties signing below warrant they have read and understand this Contract, and have authority to enter into this Contract.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
[signature]	[redacted] Kelly E. Johnson - Owner	7/13/15
DSHS SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
Berle Ross	Berle Ross, SLIM Program Manager	7/14/2015

General Terms and Conditions

1. **Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.

   b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

   c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

   d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.

   e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

   f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

   g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.

   h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.

   i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.

   j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.

   k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.

   l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://apps.leg.wa.gov/rcw/.

   m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://apps.leg.wa.gov/wac/.

2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. **Billing Limitations.**

a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.

b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. **Confidentiality.**

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically Securing any computers, documents, or other media containing the Confidential Information.

(3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:

(a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

(b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

(c) Verifying after transmittal that the fax was received by the intended recipient.

(4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

i. Encrypting email and/or email attachments which contain the Confidential Information.
ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

(5) Send paper documents containing Confidential Information via a Trusted System.

(6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.

c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential

Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.

b. DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsubsection, "written notice" may include email.

(3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Purchased Service Contracts:

17. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

18. **Construction. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be**

resolved against the drafting party shall not apply in interpreting this Contract.

19. **Contractor Certification Regarding Ethics**. The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

20. **Health and Safety**. Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.

21. **Indemnification and Hold Harmless**.

    a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.

    b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.

    c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

    d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

22. **Industrial Insurance Coverage**. The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

23. **Publicity** The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from the DSHS.

24. **Notice of Overpayment**. If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

    a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;

    b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;

    c. Include a statement as to why the Contractor thinks the notice is incorrect; and

d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

25. **Site Security**. While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.

26. **Subcontracting**. Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.

27. **Termination for Convenience**. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.

28. **Termination for Default**. The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

a. Failed to meet or maintain any requirement for contracting with DSHS;

b. Failed to protect the health or safety of any DSHS client;

c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or

d. Violated any applicable law or regulation.

e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

29. **Termination or Expiration Procedure**. The following terms and conditions apply upon Contract termination or expiration:

a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.

b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.

c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants

DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.

e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.

f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

30. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

31. Taxes.

a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.

b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of Title 82 RCW and Title 458 WAC. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.

c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

Special Terms and Conditions

1. **Definitions Specific to Special Terms**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "Address" means the following:

      (1) "Address of Origin" means the street address from which an Interpreter traveled to an Appointment. This might be defined as the Interpreter's place of residence, or the location at which the Interpreter was immediately prior to the Appointment, whichever is closer to the Appointment.

      (2) "Address of the Appointment" means the location at which an interpreter has been scheduled to provide interpreting services.

      (3) "Address of Destination" means the location to which the interpreter travels immediately after the Appointment. This might be the interpreter's place of residence or another Appointment.

   b. "Appointment" means a period of time during which an Authorized Requester has requested interpreting services. One Appointment may span multiple consecutive Business Days.

      (1) "Filled Appointment" means a Contractor has assigned the Interpreter(s) to the Appointment and has confirmed this with the Requester.

      (2) "Unfilled Appointment" is an Appointment for which a Contractor has tried and failed to schedule an Interpreter and has notified the Authorized Requester

      (3) "Emergency Appointment" is an Appointment in a legal, medical (non-Medicaid), Child Protective Services (CPS), or Adult Protective Service (APS) context that for which the Contractor receives an authorized request with a lead time of four hours or less.

   c. "Authorized Requester" means an Employee of DSHS entity, State of Washington governmental entity, Department of Enterprise Services (DES) Master Contract Usage Agreement (MCUA) member, or a DSHS contracted service provider requesting the services of an Interpreter, who is responsible for paying for such service. Current MCUA members can be found at http://des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx

   d. "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 Business Day equals 9 business hours per day.

   e. "Cancellation" means an Appointment cancelled by the Authorized Requestor, DSHS/State employee, Client, Customer or Interpreter.

   f. "Client" means any person applying, been determined eligible for, and/or receiving services from DSHS, a State of Washington governmental entity, and/or the MCUA.

   g. "Contractor" means an individual, company, corporation, firm, or combination thereof, whose proposal has been selected by the Agency's evaluation process and has been awarded a formal written contract to provide and receive payment for Sign Language Interpreter services.

h. "Customer" means a deaf, hard of hearing, or deaf-blind Client, resident of the State of Washington, or DSHS/State of Washington Employee receiving equal access opportunities to effective communication through a Sign Language Interpreter.

i. "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, lipreading, 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.

j. "Deaf-Blind" is a broad term that generally describes people who have varying degrees/types of combined vision and hearing loss. The person can be either deaf or hard of hearing. Also, the person can have a visual range of limited sight (e.g. tunnel vision) to complete blindness. Many persons who are Deaf-Blind communicate by using tactile signing or close vision signing, depending on their vision loss.

k. "Deaf Interpreter" refers to qualified and/or RID certified intermediary Interpreters who are Deaf and/or Hard of Hearing, who are able to assist, due to specialized training and/or experience in the use of gesture, mime, props, drawings and other tools to enhance an accurate interpretation between spoken and sign language or between variants of sign language by acting as an intermediary between a person using Sign Language and a Certified Sign Language Interpreter. Deaf Interpreters are used for idiosyncratic non-standard signs or gestures that are known as "home signs", for foreign sign language and when a situation has characteristic reflects of Deaf Culture not familiar with hearing interpreters.

l. "Employee" means a person hired to perform specific and as needed tasks based on DSHS, state employer, MCUA or contracted service provider pre-established criteria, in return for financial or other compensation. DSHS or state Employees may request Interpreters for meetings, trainings, or conferences. Current MCUA members can be found at: http://des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx

m. "Family Member" means any person who is related to the Customer by blood, adoption, or marriage, and is prohibited from Interpreting.

n. "Finder's Fee" is a fee paid to referral agencies for finding and scheduling interpreters to fill appointments as requested by Authorized Requestors.

o. "Hard of Hearing" is a broad term that generally describes people who have functional hearing loss with some residual hearing, whether permanent or fluctuating, which adversely affects communication. These are people who may or may not have sufficient residual hearing to process linguistic information auditorially. They may or may not use a combination of: Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized technology.

p. "Hourly Rate" is the rate at which a Washington State employer, entity subject to the MCUA, or contracted service provider will reimburse Contractors for sign language Interpreting services rendered.

q. "Independent Interpreter" is a Certified Sign Language Interpreter vendor who holds an awarded, fully executed, written contract resulting from this RFQQ.

r. "Interpreter" means a Certified Sign Language Interpreter who has demonstrated, through performance and knowledge tests established by the Registry of Interpreters for the Deaf (RID) or the National Association of the Deaf (NAD), his/her ability to meet the minimum standards to both expressively and receptively Interpret effectively, accurately, and impartially using any necessary specialized vocabulary.

s. "Interpret(ation)(ing)" is 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.

t. "Interpreter Referral Agency" is a qualified nonprofit or for-profit organization that provides interpreter services, including billing, scheduling, assignment, and referral of staff and/or sub-contracted interpreters to appointments, to receive a contract with DSHS.

u. "Mileage" means the distance traveled on a Portal to Portal basis in a Privately Owned Vehicle (POV). Mileage rates are determined by the Washington State Office of Financial Management (OFM).

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

w. "National Interpreter Certification (NIC)" is the current national certification for Sign Language Interpreters who have demonstrated that they meet or exceed professional knowledge and skills in the following areas: General knowledge of the field of Interpreting, ethical decision making, and interpreting skills. Candidates earn NIC certification if they demonstrate professional knowledge and skills that meet or exceed the minimum professional standards necessary to perform in a broad range of interpretation and transliteration assignments in all three domains. Testing is administered by RID.

x. "No Show" means a Consumer and/or Employee, contracted service provider, or Interpreter not keeping an Appointment during the time scheduled.

y. "Non-Certified Interpreter" means a person registered with the DSHS to provide Sign Language Interpreter services who has not obtained official Sign Language Interpreter certification.

z. "ODHH Approved Interpreter" means an Interpreter who has submitted the required paperwork such as DSHS Form 17-155a Sign Language Interpreter Renewal; DSHS Form 09-653 Background Authorization; DSHS Form 03-374 Agreement on Non-Disclosure of Confidential Information to ODHH and who has subsequently been added to the ODHH approved Interpreter List.

aa. "Portal to Portal" is the distance traveled by the Interpreter from the "Address of Origin" to the "Address of the Appointment." It may include the distance traveled from the "Address of the Appointment" to the "Address of Destination."

bb. "Qualified Deaf Interpreter" refers to non-certified Intermediary Interpreters who have passed the American Sign Language Proficiency Interview with a score of 4 or higher and provided 3 letters of

recommendations to ODHH.

cc. "Registry of Interpreters for the Deaf (RID)" refers to a national membership organization representing the professionals who provide sign language Interpreting services for the Deaf and hard of hearing.

dd. "Transliteration" is the process of facilitating communication between individuals using spoken English and those who use English-based sign language. Facilitating communication entails a demonstrated ability to expressively and receptively Transliterate between English-based sign language and spoken English in both sign-to-voice and voice-to-sign.

2. Purpose:

a. The purpose of this Contract is to provide sign language Interpreter/Transliterater services for persons who are Deaf, Deaf-Blind, and Hard of Hearing.

b. DSHS enters into this Contract as the result of DSHS RFQQ **#1445-006**.

(1) DSHS incorporates by reference DSHS RFQQ **#1445-006**, including all Amendments and Exhibits.

(2) DSHS incorporates by reference, the Contractor's written response to DSHS RFQQ **#1445-006**, dated **October 17, 2014**.

3. Statement of Work. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit B, Statement of Work.

4. Consideration. Total consideration payable to Contractor for satisfactory performance of the work under this Contract, including any and all expenses, shall be based on Exhibit B, Statement of Work, Section 13 – Rates.

5. Billing and Payment. The Contractor shall submit invoices and shall receive payment from DSHS in accordance with Exhibit B, Statement of Work, Section 11- Invoicing/Billing Requirements and Section 12 – Payment Processing.

6. Disputes

Notwithstanding the provision for overpayment dispute resolution pursuant to section 24 of the General Terms and Conditions both parties agree to make their best efforts to resolve other disputes arising from this Contract and agree that the dispute resolution process described herein is the sole remedy available under this Contract. When a dispute arises over an issue concerning the terms of this Contract, the parties agree to the following process to address the dispute:

a. The Contractor and ODHH shall attempt to resolve the dispute through informal means between the Contractor and the ODHH Contract Administrator assigned to this Contract;

b. If the Contractor is not satisfied with the outcome of the resolution with the Contract Administrator, the Contractor may submit the disputed issue, in writing, for review within ten (10) business days to:

Director
Office of the Deaf and Hard of Hearing
PO Box 45301
Olympia WA 98504-5301

The ODHH Director may request additional information from the ODHH Contract administrator and/or the Contractor. The ODHH Director shall issue a written decision to the Contractor within thirty (30) calendar days of receipt of all information relevant to the issue.

c. When the Contractor disagrees with the written decision of the ODHH Director, the Contractor may request the ODHH Director's Supervisor to appoint a representative other than the ODHH Director to review the dispute. The request for review must be submitted to the ODHH Director, in writing within thirty (30) business days of the Contractor's receipt of the decision by the ODHH Director. The DSHS representative may request additional information from ODHH and/or the Contractor. The DSHS representative may request a meeting to discuss the dispute. If so, the Contractor, ODHH Director, and the DSHS representative shall mutually agree on the date of the meeting. The DSHS representative shall issue a written decision to the Contractor within thirty (30) calendar days after receipt of the Contractor request or the date of the meeting, whichever is later. Such decision shall be final.

7. Insurance

The Contractor shall at all times comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

b. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

c. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

d. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

e. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - $1,000,000; Aggregate - $2,000,000.

f. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

h. Evidence of Coverage

The Contractor shall upon request by the DSHS point of contact submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

j. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

k. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

Exhibit A – Data Security Requirements

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

   b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

   c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport**. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

   a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;

   b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **Protection of Data**. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

   a. **Hard disk drives**. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

   b. **Network server disks**. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

      For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

   c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents**. Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media**.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data with a key length of at least 128 bits

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes**.

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,

c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:

Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Data shared with Subcontractors**. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Statement of Work

Exhibit B

1. Authorized Requesters

a. The Contractor shall provide Interpreter services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, for any Authorized Requester. This contract applies to Authorized Requesters as defined in Special Terms and Conditions, 2. Definitions Specific to Special Terms, c. "Authorized Requester."

b. The Contractor shall further understand and agree that use of this contract by local or county governmental entities or MCUA members is discretionary on the part of that governmental entity and the State of Washington bears no financial responsibility for any payments due the Contractor from such governmental entities.

c. Services described herein will be requested by Authorized Requesters as needed, based on program/policy requirements and Customer communication needs and preferences.

d. DSHS contracted service providers, such as nursing facilities and Area Agencies on Aging (AAA) are responsible for requesting and paying for their own Interpreting services.

2. Service Area

The Contractor shall provide Interpreter services in the county(ies) indicated by the Contractor on the Contractor Bidder Form submitted in response to RFQQ **#1445-006** (shown below). The Contractor shall provide Interpreter services at the site(s) indicated by the Requester. If requested by an Authorized Requester, the Contractor may provide Interpreter services outside of an indicated county.

Region 1 ☐	☐ Adams ☐ Asotin ☐ Benton ☐ Chelan ☐ Columbia ☐ Douglas ☐ Ferry ☐ Franklin ☐ Garfield ☐ Grant ☐ Kittitas ☐ Klickitat ☐ Lincoln ☐ Okanogan ☐ Pend Oreille ☐ Spokane ☐ Stevens ☐ Walla Walla ☐ Whitman ☐ Yakima	Region 2 ☐	☐ Island ☐ King ☐ San Juan ☐ Skagit ☐ Snohomish ☐ Whatcom
		Region 3 ☒	☐ Clallam ☒ Clark ☐ Cowlitz ☐ Grays Harbor ☐ Jefferson ☐ Kitsap ☐ Lewis ☐ Mason ☐ Pacific ☐ Pierce ☐ Skamania ☐ Thurston ☐ Wahkiakum

3. DSHS Rights Reserved

a. If the Authorized Requester cannot obtain the services of Interpreters through this contract, DSHS or the State of Washington reserves the right to purchase services from a Certified Sign Language Interpreter not under contract with DSHS.

b. The Contractor shall understand that a web-based database system may be implemented during the life of this contract which will require the transition of a paper-based system to an electronic system of scheduling and arranging Appointments with Interpreter services. The Contractor will participate fully with the transition, implementation and operational phases of the web-based database system at a later date.

4. Subcontractors

a. Contractors shall only subcontract with ODHH approved Interpreters. A list of ODHH approved Interpreter's will be available on the ODHH website, which is updated daily and renewed annually between April 1 and July 1.

b. Contractors shall verify and notify ODHH, that they are subcontracting with specific ODHH approved interpreters, and verify that those subcontractors have the required amount of insurance as outlined in Special teams and Conditions;

c. Contractors shall review Exhibit A, Data Security Requirements with all subcontractors.

5. Annual Requirements

a. Contractors, who are also Interpreters, must renew their registration with ODHH annually between April 1 and July 1 regardless of the term of this or future DSHS Sign Language Interpreter Services contracts. Registration renewals include:

(1) DSHS Form 17-155a Sign Language Interpreter Renewal;

(2) DSHS Form 09-653 Background Authorization;

(3) DSHS Form 03-374 Agreement on Non-Disclosure of Confidential Information.

b. Contractors must allow approximately fifteen (15) Business Days for ODHH to process registration and renewal documents and forms.

6. Conduct Expectations

a. Contractors will familiarize themselves and adhere to the NAD-RID Code of Professional Conduct (http://www.rid.org/UserFiles/File/NAD_RID_ETHICS.pdf) and the DSHS Language Interpreter and Translator Code of Professional Conduct (DSHS LITC of PC) http://www.dshs.wa.gov/ltc/ethics.shtml).

b. In the event that a Contractor becomes aware of an interpreter acting (or allegedly acting) in violation of NAD-RID Code of Professional Conduct and/or the DSHS LITC of PC, the Contractor will:

(1) Notify the party or parties affected by the alleged violation of their right to initiate a complaint with RID

(2) Notify ODHH of the violation or the alleged violation

c. A Contractor or interpreter who is found by RID and/or ODHH to have acted in violation of the NAD -RID Code of Professional Conduct and/or the DSHS LITC of PC may be prohibited from providing services under this contract and removed from the ODHH published list of approved interpreters.

d. Anticompetitive Practices

A Contractor may not engage in the anti-competitive practices that have the foreseeable effect of restricting or diminishing the availability of interpreting services under this contract, including but not limited to:

(1) Asking interpreters to work exclusively with the Contractor;

(2) Asking interpreters to sign a non-compete agreement;

(3) Contacting customers and authorized requestors directly to solicit future business;

(4) Offering compensation or other consideration to customers and authorized requestors in exchange for the promise of future business.

Contractors are responsible to ensure that their subcontractors comply with the same expectations.

e. Contractor Behavior in State Facilities and on State Grounds

(1) All Contractors and Interpreters shall agree to and observe the following:

(a) No smoking in state buildings (RCW 70.160.030);

(b) No smoking within 25 feet of an entrance or exit to a state building (RCW 70.160.075);

(c) No use of alcohol or illegal drugs in the performance of this contract or on state grounds or facilities (RCW 69.50, RCW 72.23.300);

(d) No firearms or explosives in in any area identified in (RCW 9.41.300).

7. Contractor Availability

a. Contractor Location

Contractors must maintain an address and a representative in the State of Washington.

b. Communication

The Contractor must be available (e.g., via email, phone, fax, or pager) at all times during the identified hours indicated section 7.c. below ("Interpreter Services Availability"), throughout the term of the contract.

c. Interpreter Services Availability

The contractor must provide interpreter services during the hours indicated by the Contractor on the Contractor Bidder Form submitted in response to RFQQ #1445-006 and as shown below:

☐ 24/7; 24 hours / 7 days a week, including holidays
Contractors who indicate twenty-four hours a day/seven days a week (24/7) availability are required to process requests for Sign Language Interpreter services 24 hours a day as indicated.

☒ Days; Monday – Friday; 8:00 am – 5:00 pm Pacific Time, not including holidays

☐ Nights; Monday – Thursday; 5:00 pm – 8:00 am Pacific Time, not including holidays

☐ Weekends; Friday 5:00 pm – Monday 8:00 am Pacific Time, not including holidays

☐ Emergencies – 4 hour notice/confirmation

- Contractors who indicate emergency availability are required to process requests for Sign Language Interpreter services during the days, nights, and weekend hours on an Emergency basis.
- Contractors are required to confirm Interpreter availability/non-availability immediately and be prepared to provide such emergency Interpreter services as requested including reasonable time to allow Portal to Portal travel.
- Contractors must provide contact information for emergencies.

☐ Holidays as observed by the State of Washington as defined in RCW 1.16.050.

8. Interpreter Appointments and Scheduling

a. Appointments

(1) A Contractor as an referral agency, will make every reasonable effort to match an interpreter or interpreters to a job based on the interpreter's skills, experience, credentials, location, the nature of the appointment (if known), and any preferences indicated by the Customer and/or Authorized Requester.

(2) A Contractor, before scheduling an interpreter for a job that will entail more than 100 total miles of billable travel, will notify the Authorized Requester of such and advise the Authorized Requester of other options that might result in less billable travel (including other Contractors who might be able to arrange for an interpreter who is closer to the address of the Appointment).

(3) A Contractor, as an Interpreter, must make reasonable effort to assess each request to ensure that he or she is an appropriate match for the job, based on his/her skills, experience, credentials, location, the nature of the appointment if known, and any preferences indicated by the Customer and/or Authorized Requester. This also takes into consideration, any prior relationship that might compromise the interpreter's objectivity.

b. Requesting Appropriate Interpreters

(1) The Authorized Requester is encouraged to take the following factors into consideration when evaluating the suitability of a particular interpreter for a particular appointment;

(a) Communication style and preference for the customer(s);

(b) Number of the Deaf, Hard of Hearing, Deaf-Blind Customer(s) involved in the appointment;

(c) Nature of the Appointment, and Interpreter's knowledge and experience in similar settings;

(d) Any circumstances which might affect (or appear to affect) the interpreter's objectivity, including but not limited, to conflict of interest and prior personal relationship and/or business dealings with parties involved in the appointment.

(2) The Authorized Requester and Contractor must make diligent effort to use the customer's preferred interpreters. Where that option is not available, the Contractor shall appropriately match the Interpreter's experience, a skill with the Customer's preferred communication.

(3) The Authorized Requester and Contractor must not use Family Members or Interpreters not approved by ODHH to provide services under this contract.

(4) The Contractor must check the availability of the requested Interpreter(s), as indicated on DSHS form 17-123a Request for Sign Language Interpreter (http://www.dshs.wa.gov/pdf/ms/forms/17_123a.pdf). If the specific Interpreter(s) requested is unavailable, the Contractor must inform the Requester.

(5) The Requester reserves the right to reject any or all of the Interpreters selected by the Contractor as unacceptable within 24 hours of receiving the information.

c. Scheduling Interpreters

(1) Under normal circumstances and based on availability of Interpreters, (2) two Interpreters will be assigned to appointments scheduled to last longer than 1 ½ hours.

(2) The number of interpreters needed for a specific appointment shall be negotiated between the Authorized Requestor and the Contractor, and is subject to the following limitations

(a) An appointment that requires constant interpreting work for 90 minutes without at least a 15 minute break requires at least 2 interpreters.

(3) Circumstances requiring 2 or more Interpreters regardless of the length of the Appointment may include, but are not limited to:

(a) An appointment involving more than one customer, of whom is Deaf-Blind and requires the use of tactile or close vision sign language, requires at least 2 interpreters.

(b) An appointment of any length involving two or more customer, where they might need to split up to join different trainings, group discussions, etc.

(4) Deaf Interpreters

Whether a Deaf Interpreter is needed for a particular appointment is subject for agreement between the Authorized Requestor and the Contractor. Deaf Interpreters should be used in situations where the customer is known to use idiosyncratic non-standard signs or gestures that are known as "home signs" or for foreign sign language and where the customer's health and or freedom might be at stake.

d. Acknowledgment of the Request for Service

(1) A contractor will acknowledge a request for interpreter services from an authorized requester within two business hours (calculated by the contractors coverage hours on the contractors bidder form) or by the end the business day, whichever is first.

(2) Contractors shall confirm Interpreter availability for an appointment within forty-eight hours after receiving the request for services from an Authorized Requester.

(3) Contractors shall confirm Interpreter availability for an Emergency Appointment within four hours.

9. No Shows and Cancellations

a. No Shows by Clients, Employees, Customers and/or Contracted Service Providers:

(1) The Interpreter must stay on the premises for the client and/or Employee for twenty minutes (20) after the Appointment start time before declaring a No Show, unless:

(a) An Employee or Authorized Requestor 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 client or employee shows up.

(c) The employee or Authorized Requestor dismisses the Interpreter.

b. Cancellations

(1) Authorized Requesters reserve the right to cancel Appointments with more than 2 Business Days/18 business hours' notice of the scheduled Appointment time without penalty or charge for the assigned Interpreter time. (For example, Cancellation by Thursday 3 p.m. for Appointment on Monday 3 p.m.However, the Authorized Requesters will still be responsible to pay the Finder's Fee if the Interpreter assigned was confirmed.

(2) If the scheduled Interpreter is not able to make it to a confirmed Appointment, it is the responsibility of the Contractor to make arrangements for another Interpreter with similar experience and language skills to attend the Appointment, and notify the Authorized Requestor.

(3) If the Authorized Requester, Client, or Employee or contracted service provider is canceling the Appointment, the Contractor must include the appropriate Cancellation information on the DSHS form 17-123a Request for Sign Language Interpreter. The form must then be signed by the Contractor to verify the Cancellation.

(4) The Interpreter is not required to sign the completed DSHS form 17-123a Request for Sign Language Interpreter for Appointment Cancellations.

10. Invoicing/Billing Requirements

a. General Billing Requirements

(1) The Contractor shall submit an invoice and a completed and signed DSHS form 17-123a Request for Sign Language Interpreter for each Appointment to the Requester's billing address. DSHS will not accept invoices for services requested by unauthorized Requesters. Each invoice shall be submitted for payment no later than ninety days from date of service provided. All billing documents shall be maintained in an accurate, legible, and complete manner.

(2) Each invoice shall be in accordance to the stipulations outlined in the Payment Processing section of this document and will:

(a) Reference the contract number;

(b) Possess a unique invoice number;

(c) List the organizational acronym (as shown in 14. Reporting Requirements, b. Monthly Data Reports) for each Appointment billed;

(d) Indicate the time required for the Appointment. This is based on 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, to either the scheduled or actual end time, whichever is later. This includes the following, which should be listed separately on the invoice:

i. The base rate for providing Interpreter services for the first hour;

ii. The Hourly Rate in fifteen (15) minute increments, rounding up, for providing Sign Language Interpreter services lasting longer than one hour.

(e) Indicate the amount and cost of all Mileage billed and any other billable expenses.

(f) Contain a completed "Verification Information" section on DSHS Form 17-123a Request for Sign Language interpreter, signed by the Interpreter and Employee.

(3) For all Appointments being billed on an invoice, all reimbursable services and expenditures (e.g., Interpreter services or mileage) for the invoiced Appointments must be submitted with the required documentation at the same time.

11. Payment Processing

a. Payment Time Frame (Net Thirty Days)

DSHS or an Authorized Requester will make payment for authorized services provided under this contract within thirty (30) days of receipt of a complete and accurate invoice.

b. 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 Authorized Requester 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 Requester.

c. Payment Dispute Resolution

(1) Disputes related to payments made by DSHS or an Authorized Requester for services provided under this contract shall be resolved at the local level (i.e. between the Authorized Requester and the Contractor).

(2) If a resolution cannot be achieved at the local level, the dispute shall be forwarded by the Requester and/or Contractor to the Requester's designated DSHS representative, pursuant to procedures established by DSHS.

(3) The Contractor and DSHS shall be responsible for exercising due diligence in identifying procedures related to the local level handling and forwarded appeals of payment disputes. Action pursuant to this clause by either party shall not be construed as a waiver of any legal avenue of recourse available through this contract.

d. Disallowed Payments

(1) No payment will be allowed under the following circumstances:

(a) The Interpreter is an Employee of the Requester;

(b) The Interpreter is a Family Member of the Customer;

(c) The Interpreter is compensated for Sign Language Interpreting services by any other means;

(d) The place of business has paid staff providing Interpreter services for the requested Appointment (this does not apply to Contractors providing Interpreter services);

(e) Any Appointment that results in a Cancellation or No Show, unless the interpreter is at fault, shall not be compensated if the Interpreter is able to fill the timeslot with another Appointment. If only part of the timeslot is filled, the interpreter shall be compensated for any unfilled portion of the Cancelled timeslot. Payment of the Contractor Service Fee for these Appointments is still allowed.

12. Rates

a. Hourly Rate

(1) Contractors shall be paid the Hourly Rate bid in the Contractor's response to RFQQ #1445-006, if accepted and approved by DSHS.

(2) Contractors must pay all Interpreters the entire Hourly Rate bid and approved by DSHS. The hourly rate may include the supplemental rate. Contractors must not deduct any portion from the Interpreter's Hourly Rate.

b. Base Rate

(1) Contractors shall be paid the Base Rate for the first hour of all Appointments, including those lasting less than one hour. The Base Rate is calculated at 1.5 times the Interpreter's Hourly Rate. The base rate does not include the supplemental rate. The DSHS approved Base Rates

are provided in the chart in Section 12.c.

(2) Contractors shall be paid the regularly hourly rate for additional hours of Interpreting service. For example, if a Contractor bids $50 per hour, payment for the first hour will be $75 and payment for any additional hours will be at $50 per hour.

(3) Contractors shall pay all Interpreters the entire Base Rate. Contractors must not deduct any portion of the Contractor Service Fee from the Interpreter's Base Rate.

c. Rates by Years of Experience

(1) Interpreters shall be paid the rates listed in the chart below according to their years of experience. Years of experience must be measured from the date of Registry of Interpreters of the Deaf (RID) Certification to present day without any lase in membership. Any lapse in membership must be resolved with RID.

(2) Qualified Deaf Interpreters (non-certified) will be paid at the 0-5 year rate. The number of years of experience will not be taken into consideration because there is no "date of Certification: to validate the number of years of experience.

d.

	Rates for all counties except King		Rates for King Co	
Years of Experience	Base Rate	Hourly Rate	Base rate	Hourly Rate
Certified 0 to 5 years	82.50	55.00	91.50	61.00
Certified 6 to 10 years	87.00	58.00	96.00	64.00
Certified 11 to 15 years	91.50	61.00	100.50	67.00
Certified 16 to 20 years	96.00	64.00	106.50	71.00
Certified with more than 20 years	100.50	67.00	111.00	74.00

e. Other Fees and Rates

Contractors shall be paid the fees and rates listed in the chart below if applicable for the Contractor's delivery of service.

Service Component	Explanation	Fee or Rate
Finder's Fees	Fees paid to the referral agency for administrative time used to find and schedule interpreters for requesters. This fee is paid one time per appointment/site request. Fee paid for the referral agency for administrative time used to find and schedule interpreters for emergency appointments.	$30 $45
Supplemental Fee	Supplemental fee added for Hour for Emergency, Deaf-Blind or Legal Appointments.	$5.00
Interpreter No Shows	No fee is due when an Interpreter is a No Show.	N/A

All Other No Shows	Fee when someone other than the Interpreter is a No Show for the scheduled Appointment.	Full payment
Cancellations with MORE THAN 2 Business Days/18 business hours' notice	No fee is due when an appointment is cancelled with 2 Business Days/18 business hours, or more, notice. Finder's Fee is Due to the Interpreter Referral Agency	N/A $ 30.00 Finder's Fee
Cancellations with LESS THAN 2 Business Days/18 business hours' notice	Fee when appointment is cancelled with less than 2 Business Days/18 business hours' notice. • If Cancellation of an Appointment lasting 2 days or less in duration occurs with less than 2 Business Days/18 business hours' notice, the Contractor will be paid in full for the time scheduled. • If Cancellation of an Appointment lasting 3 days or longer in duration occurs with less than 2 Business Days/18 business hours' notice, the Contractor and the Requester may negotiate the reimbursement amount on a case-by-case basis. Finder's Fee is Due to the Interpreter Referral Agency The Contractor shall document the appropriate Cancellation information on DSHS form 17-123a Request for Sign Language Interpreter for all Cancellations.	Full payment $30.00 Finder's Fee
Cancellations by Interpreter with No Replacement	No fee is due (including all interpreting costs and the Finder's Fee) if an Interpreter cancels and a replacement Interpreter has not been provided.	N/A
Monthly Data Reports	ODHH will pay the contractors for timely submission of monthly data reports. Monthly fee to be paid to Referral Agencies for timely submission. Monthly fee to be paid to Independent Interpreters for timely submission.	 $ 50 $15
Travel Time	Travel time, not mileages reimbursement, if more than 100 miles, can be negotiated with the authorized requestor on a case by case	To be Negotiated
Lodging	All lodging costs require pre-approval from the authorized Requester.	Per Diem

f. Mileage and Transportation Expenses and Rates

(1) Contractors shall be paid for mileage and other transportation expenses (parking, ferry travel, tolls) if the expense was a result of travel to or from a requested Appointment, shown in the chart below, and in accordance with the prevailing OFM Policy & Guidelines rate stated on http://www.ofm.wa.gov/policy/10.90a.pdf

(2) DSHS will notify Contractors of any change in the OFM rate before it becomes effective.

(3) Receipts for all transportation expenses sought for reimbursement must be submitted with the invoice.

Mileage & Transportation Expenses	Allowed
From "Address of origin" (Address where the Interpreter came from) to "Address of Appointment."	Yes
From "Address of Appointment" to "Address of destination" (Address where the Interpreter will go after the Appointment) if the Interpreter is traveling from the Appointment to the Interpreter's home or place of business.	Yes
From "Address of Appointment" to "Address of destination" (Address where the Interpreter will go after the Appointment) if the Interpreter is traveling from the Appointment to a subsequent Appointment. Mileage to subsequent appointments and the return trip to the Interpreter's home or place of business may be paid by the subsequent Requesters.	No
Allowed mileage, as stated above, which results in a Client, Employee, or Requester No Show.	Yes
Mileage when an Interpreter is a No Show or cancels the Appointment.	No
Mileage for a cancelled Appointment that the Interpreter has not begun traveling to.	No
Mileage for a cancelled Appointment that the Interpreter has already arrived to (in which case an employee of the Authorized Requester must sign the DSHS form 17-123a Request for Sign Language Interpreter) or is traveling to (which must be documented on the DSHS form 17-123a Request for Sign Language Interpreter).	Yes

13. Reporting Requirements

a. Interpreter Services Usage

(1) Data for each purchaser listed below, per the DSHS, Agency, Local Agreements, and the DES MCUA will be distinguished between the following types of Requesters:

(a) State of Washington departments or state agencies;

(b) Other Governmental Entities;

(c) Contracted Service Providers.

b. Monthly Data Reports

(1) The Contractor shall submit monthly data reports to ODHH within 90 days of the last day of the month following the month of service. The Contractor will be required to utilize a standardized report template in Microsoft Excel format when reporting monthly data to ODHH. Data for each State of Washington department or state agency that requested and/or received services during the period being reported shall be separated. 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 award.

(2) Within the DSHS report, data for each DSHS administration and division listed below that requested and/or received services during the period being reported shall be separated as shown on the report template, or in subsequent communication from the Contract Administrator:

c. Data Elements

(1) The monthly report will include a minimum of the following data elements (ODHH reserves the right to change the reporting requirements of the data elements):

(a) General Information

i. Name of the Contractor;

ii. Report period (month and year);

iii. DSHS Administration/Division/Office requesting Interpreter services (List each facility using MCUA by their name, as we are no longer accepting MCUA as a sub-group).

(b) Appointment Information

i. Total number of Appointments with completed service;

ii. Total number of requests unable to fill with an Interpreter;

iii. Total number of No Shows for:

(A) Clients;

(B) Employee or Service Provider;

(C) Interpreters.

iv. Total number of Cancellations for:

(A) Clients;

(B) Employee or Service Provider;

(C) Interpreters.

v. Total hours and cost billed for Interpreter services (including No Shows/Cancellations);

vi. Total hours and cost billed for Interpreter services at Deaf-Blind rates;

vii. Total hours and cost billed for Deaf Interpreters (including No Shows/Cancellations);

viii. Total number and cost of miles billed;

ix. Total amount of other fees billed.