L&I Contract No. K6063
Contractor's Contract No. _____

SAMPLE CONTRACT

This is a sample contract only. The purpose of this sample is to give Bidders the basic structure of L&I's contract. It is NOT meant to contain in its entirety the terms & conditions of a final contract.

CONTRACT FOR SERVICES
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
AND
CONTRACTOR NAME

This Contract is made and entered into by and between the Washington State Department of Labor & Industries (hereinafter called "L&I"), and

Contractor Name Telephone: _____

Contractor Address E-mail: _____

City, ST xxxx-xxxx

(hereinafter called "Contractor").

PURPOSE

It is the purpose of this Contract to provide a scheduling system AND interpretation services for health care and vocational providers when meeting with eligible limited English proficient (LEP) injured workers and crime victims. These services apply to self-insured, state fund, crime victims, and third party claims.

The interpretation services included in this Contract are:

- Scheduled and on-demand in-person interpretation (IPI) services throughout the state of Washington and border zip codes that start with 970, 971, 972, 978 in Oregon and 835 or 838 in Idaho.
- Scheduled and on-demand over-the-phone (OPI) and video remote (VRI) interpretation services throughout the state of Washington and any other state within the United States, and OPI services for out-of-country requests.

NOTE: The interpretation services **excluded from this contract** are:

- Sign language interpretation services, *and*
- IPI services provided by Language Access Providers (LAPs) working strictly out-of-state and outside the border zip codes that start with 970, 971, 972, 978 in Oregon and 835 or 838 in Idaho.

In consideration of the terms and conditions contained herein, the parties agree as follows:

SPECIAL TERMS & CONDITIONS

STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, equipment, telecommunication, software, and any other material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the *Statement of Work*, Attachment B, attached hereto and incorporated herein.

TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the following: *Special Terms & Conditions* contained in the text of this Contract; the *General Terms and Conditions,* Attachment A; *Statement of Work*, Attachment B; *Budget*, Attachment C; *Periodic Performance Report*, Attachment D; *Additional Data Handling Requirements*, Attachment E; *Access to L&I Resources,* Attachment F; *Certification of Data Disposition*, Attachment G; *System Security Requirements*, Attachment H; *2025-2027 LAP Collective Bargaining Agreement*, Attachment I; and *Public Facing Integration Summary*, Attachment J which are attached hereto and incorporated herein, and L&I's *Request for Qualifications and Quotations (RFQQ)* and the Contractor's proposal which are incorporated by reference herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, this Contract shall begin on the date of final signature and shall end three years later, unless terminated sooner or extended by L&I as provided herein.

COMPENSATION

L&I shall pay an amount not to exceed forty-five million dollars ($45,000,000.00). Compensation for services shall be based on a per encounter rate for the performance of all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, Attachment B, and in accordance with the *Budget*, Attachment C, which is attached hereto and incorporated by reference herein.

L&I offers no guarantee of volume or usage.

BILLING PROCEDURES

The Contractor shall follow the billing procedures in *Statement of Work,* Attachment B and *Budget*, Attachment C.

Payment shall be made after acceptance by L&I's Contract Manager of each deliverable as described in the Statement of Work. No payment in advance or in anticipation of services or supplies under this Contract shall be made by L&I. Claims for payment submitted by the Contractor to L&I for costs due and payable under this Contract that were incurred prior to the expiration date shall be paid to the Contractor, if received by L&I within 90 days after the expiration date.

Statewide Payee Registration. Contractors are required to be registered in the Statewide Payee system, https://ofm.wa.gov/tech-support/statewide-vendor-payee-services/, prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed. The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows contractors to receive payments by direct deposit.

Timely payment. Payment by L&I will be considered timely if it is postmarked or deposited within 30 days of the following, whichever is later:

- Receipt of properly executed invoice vouchers;
- Acceptance of deliverables by L&I; or
- Statewide Payee Registration.

INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from acts or omissions of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract.

The Contractor shall provide insurance coverage which *the Contractor shall maintain in full force and effect during the term of this Contract* as follows:

1. *Commercial General Liability Insurance Policy:* Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. *Automobile Liability:* In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The Contractor shall notify their insurance carrier of the business use and submit to L&I a statement from the carrier acknowledging that the Contractor is insured for such use. This statement may be, for instance, a notation of coverage on the insurance certificate/s. The minimum limit for automobile liability is:

   $1,000,000 Per Occurrence, using a Combined Single Limit for bodily injury and property damage.
3. *Professional Liability, Errors and Omissions Insurance:* The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all program activities by the Contractor and licensed staff employed or under contract to the Contractor.

3. *Identity-theft Protection Insurance:* The Contractor shall provide identity-theft protection insurance for any Personal Health Information (PHI), Personal Identifiable Information (PII), and Health Insurance Portability and Accountability Act (HIPAA) incidents. These services must include at minimum:
   - One year of FREE credit and CyberScan monitoring,
   - A $1,000,000 insurance reimbursement policy, and
   - Fully managed identity-theft recovery services.
5. The insurance required above shall be issued by an insurance company(s) authorized to do business within the state of Washington, and except for Professional Liability or Errors and Omissions *Insurance* shall name the state of Washington, its agents and employees as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give L&I 30 days advance notice of any insurance cancellation.
6. Submit to L&I prior to the Contract's effective date a certificate of insurance which outlines at the least the coverage and limits defined in this section, *Insurance*, and in the attached *General Terms and Conditions*, Attachment A. Contractor shall submit renewal certificates on a yearly basis during the term of the Contract.

MEMO OF UNDERSTANDING (Memo)

Any communications that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Contract, shall be documented by a written, numbered *Memo of Understanding*.

ASSURANCES

L&I and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable federal, state and local laws, rules and regulations.

GOVERNANCE

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 the Superior Court for Thurston County.

ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations;
2. Collective Bargaining Agreement (CBA), Attachment I;
3. *Special Terms & Conditions* as contained in the basic Contract;
4. *General Terms & Conditions*, Attachment A*;*
5. *Statement of Work*, Attachment B; *Budget*, Attachment C; *Periodic Performance Report*, Attachment D; *Additional Data Handling Requirements*, Attachment E; *Access to L&I Resources,* Attachment F; *Certification of Data Disposition*, Attachment G; *System Security Requirements*, Attachment H; and, *Public Facing Integration Summary*, Attachment J;
6. L&I's *Request for Qualifications and Quotations* (RFQQ) No. K6063, dated _____;
7. Contractor's proposal, dated _____;
8. Any other provisions of the Contract incorporated by reference or otherwise.

SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this Contract, and to this end the provisions of this Contract are declared to be severable.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Contract Manager for the Contractor is:	**The Contract Manager for L&I is:**
Contractor's Contract Manager's Name Contractor's Name Contractor's Address City, ST ZIP Phone: (_____) _____ E-Mail: _____	Contract Manager's Name Department of Labor & Industries PO Box 44_____ Olympia WA 98504-4_____ Phone: (_____) _____ E-Mail: first.lastname@lni.wa.gov

WORKPLACE RIGHTS, EXECUTIVE ORDER 18-03

Pursuant to the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), L&I seeks to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers. Please indicate by checking one box below.

I/we hereby certify, on behalf of the (Contractor Name), as follows:

☐ **NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This firm does NOT require its employees, as a condition of

employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

Or

☐ **MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

ALL WRITINGS CONTAINED HEREIN

This Contract consists of _____(_____) pages and sets forth in full all the terms and conditions agreed upon by the parties. Unless referenced within this contract, any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Contract shall be deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Contractor Name	State of Washington Department of Labor & Industries
_____	_____
Signatory Name (Date) Title	Signatory Name (Date) Title
_____ (Federal Identification/ SSN-last 4 digits only)	APPROVED AS TO FORM ONLY
_____ (Washington State UBI Number)	Elizabeth A. Fischer FEBRUARY 9, 2023 Elizabeth A. Fischer (Date) Assistant Attorney General
_____ (Statewide Payee Registration Number)	

ATTACHMENT A - GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

1. *"Administrative expenses"* means the Contractor's costs of operations (salaries, accounting, information technology, supplies, utilities etc.), not including per minute payment to Language Access Providers (LAPs) for interpretation services.
2. *"Appointment"* means scheduled encounter between a provider and an injured worker or crime victim. The terms "appointment" and "encounter" are used interchangeably throughout this Contract to also mean the interpretation services request initiated by the requestor for a scheduled or unscheduled visit between a medical or vocational provider, the injured worker or crime victim, and an LAP.
3. *"Booked Time"* means duration an LAP is reserved for a service, starting from the scheduled start time until the anticipated end time of the appointment.
4. *"Business Days"* means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
5. *"Claim"* means a formal request from an L&I client to L&I or a self-insured employer for health care coverage or compensation for work days missed.
6. "*Collective Bargaining Agreement (CBA)*" means an agreement by and between the Governor of the State of Washington and the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, in accordance with the provisions of RCW 41.56. For purposes of this contract, "CBA" refers The State of Washington and Washington Federation of State Employees, AFSCME COUNCIL 28, for Language Access Providers.
7. *"Confidential information"* means any data shared with the Contractor by L&I or resulting from the contract that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.
8. "*Contractor*" means that agency, firm, provider, organization, individual or other entity performing services under this Contract.
9. *"Contract Manager"* means the representative identified in the text of the Contract who is delegated the authority to administer the Contract.
10. *"Contractor Staff"* means individuals performing services under this Contract, whether employees of the Contractor, or Subcontractors or Subcontractor's employees.
11. *"Data Breach"* means the intentional/unintentional compromise of protected data to an unauthorized entity.
12. *"Department of Social and Health Services"* or *"DSHS"* means the Washington State agency responsible for providing a broad array of social services and its employees and authorized agents.
13. *"Deactivate"* means LAP will not receive new jobs and will not complete the jobs that were previously assigned to them. These assignments will be reassigned to other available LAPs.
14. *"DES Statewide Vendor"* means spoken language interpretation vendor awarded a contract by the Department of Enterprise Services.
15. *"Disciplinary Process/Action"* means a set of actions put in place to rectify, improve or eliminate non-conformities or undesirable behaviors or situations with LAPs.
16. *"Encounter"* means an interpretation service request, initiated by the requestor and scheduled by the contractor, which has been completed (not cancelled or re-scheduled) by an LAP.
17. *"Encounter Fee"* means a set fee for each encounter where the injured worker or crime victim, provider, and appointment are the same. In cases where the encounter is for an injured worker or crime victim who has multiple claims, the insurer will only compensate the Contractor for one encounter fee. Furthermore, if the Contractor secures multiple interpreter services (OPI, VRI, or IPI) or multiple LAPs for the same encounter, the insurer will only compensate the Contractor one encounter fee. Please see *Budget,* Attachment C for additional information.
18. *"Feedback"* means a compliment or a complaint submitted by the provider, LAP, injured worker or crime victim or their legal representative, or L&I staff.

19. *"Fraud"* is defined as making false statements or representations of material facts in order to obtain some benefit or payment for which no entitlement would otherwise exist. These acts may be committed either for the person's own benefit or for the benefit of some other party. In other words, fraud includes the obtaining something of value through misrepresentation or concealment of material facts.
20. *"Health Insurance Portability and Accountability Act"* or *"HIPAA"* is an act to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.
21. *"IME No-show"* is when a worker does not show for an Independent medical examination (IME) appointment.
22. *"In-person interpretation"* or *"IPI"* on-site interpretation where all individuals specified for the appointment are physically present.
23. *"Incident"* is the resulting outcome, pending investigation, of each complaint received regarding an LAP's action that violates the code of professional conduct as outlined in WAC 388-03-050. Depending on the severity of the complaint, the LAP may receive a low, medium or high incident rating.
24. *"Independent Medical Examination"* or *"IME"* is an objective medical legal examination requested by L&I or self-insurer to establish medical facts about a worker's physical condition. Only L&I-approved examiners may conduct these exams.
25. *"Individually Identifiable Health Information"* is a subset of health information, including demographic information collected from an individual and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, as set forth in 45 CFR ξ 164.501 as currently enacted and subsequently amended or revised.
26. *"Injured Worker Claim Number" is the unique identifier assigned to an injured worker by the insurer upon filing a Report of Accident or a Provider's Initial Report. Each insurer uses a unique format for claim numbers.*
27. *"Insurer"* means the organization paying for the interpretation services for injured workers and crime victims.
28. *"Language Access Provider"* or *"LAP"* means the individuals providing interpretation services for injured workers or crime victims during medical and vocational appointments.
29. *"Languages of lesser diffusion"* are the languages that are not one of the following seven primary languages used in Washington State for L&I injured workers and crime victims. NOTE: The most prevalent languages can change from year to year.
    a) Spanish
    b) Russian
    c) Vietnamese
    d) Arabic
    e) Korean
    f) Amharic
    g) Dari
30. *"LAP No-show"* is when the LAP did not attend the medical/vocational appointment and did not notify or report to the Contractor or provider in advance.
31. *"Limited English Proficient"* or *"LEP"* is the worker who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.
32. *"Local Code(s)"* are used to identify unique services or supplies. These codes consist of four numbers followed by 1 letter (except F and T). For example, 1040M, which must be used to code completion of the State Fund's Report of Accident and Self-Insurer's Provider's Initial Report forms. L&I will modify local code use as national codes become available.
33. *"On-demand"* Unscheduled appointment where interpretation services are necessary for emergency care, urgent care, where the provider determines that advanced notice is not feasible, or when the injured

worker calls a provider or the provider needs to make an outbound call. Appointments for services which would typically be scheduled in advance don't qualify as on-demand.

34. *"Open and allowed claim(s)"* are claims that L&I or a self-insured employer have validated and will issue payment for coverage of an injured worker or crime victim.
35. *"Over-the-phone interpretation"* or *"OPI"* is the telecommunication service that uses telephonic technology hosted by the Contractor that utilizes a remote or offsite LAP to provide language access services through the telephone. This includes when some, or all parties are located remotely.
36. *"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 or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
37. *"Protected Health Information"* means Individually Identifiable Health Information that is transmitted by electronic media, or transmitted or maintained in any other form or medium, as set forth in 45 CFR ξ 164.501, as currently enacted and subsequently amended or revised.
38. *"Provider"* is an individual or institution providing health care or vocational services for L&I patients.
39. *"Provider hosted VRI Interpreting"* means an online platform scheduled, managed, and used by the provider's office for VRI services that are delivered virtually through virtual meeting platforms including but not limited to Skype for Business/Microsoft Teams, Updox, VSee, Zoom/Zoom for Healthcare, Doxy.me, Google GSuite Hangouts Meet, Cisco Webex Meetings/Webex Teams, Amazon Chime, GoToMeeting and Spruce HealthCare Messenger.
40. *"RCW"* means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.
41. *"Rendering Provider"* Medical or Vocational provider who rendered the service.
42. *"Request"* is each contact by a Requestor with the Contractor seeking an LAP for a specific language, date, and time:
    a) Cancelled Request: The request is cancelled by the provider.
    b) Completed Request: The status of a Request accepted by an LAP, and have interpreting services completed (not returned by an LAP).
    c) Filled/Booked Request: An LAP accepted and was assigned, at any point, even if the LAP gives the job back at a later date.
    d) Pending Request: The status of a Request until a specific LAP has accepted the appointment offer.
    e) Rejected Request: LAP returns the assignment to the system after accepting it.
    f) Unfulfilled Request: Any Request for interpreter services that is within the scope of this Contract but remains unfulfilled after the Requested appointment time.
    g) Urgent Request: Interpreter services request unable to be scheduled at least 24 hours before the start of the appointment due to an urgent or unforeseen need, or when the appointment is unfilled 24 hours before the start of the appointment.
43. *"Requestor"* means a provider or their authorized scheduling staff who need interpreter services and who uses the Contractor's scheduling system or phone line to secure one.
44. *"Scheduling system"* is an online system which procures and schedules LAPs for health care and vocational needs.
45. *"Self-insured employer"* is an employer that is not insured by the State Fund, and is therefore responsible to pay benefits on open and allowed claims.
46. *"Service address"* is the location where the provider and the LAP perform their service and where the worker attends the medical or vocational appointment for IPI services. If the encounter is completed through OPI or VRI services, the service address for the interpretation services will be the location where the LAP provided the language access services.

47. *"State fund"* means those funds held by the state per RCW 51.08.175. Claims are managed by the state, who pays benefits on open and allowed claims.
48. *"Subcontractor"* means one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
49. *"Success rate"* is the primary metric by which L&I will measure the Contractor's performance as it shows the percentage of appointments successfully completed. The success rate is calculated by dividing the number of completed assignments by the difference of subtracting both the LEP no show appointments and the provider cancelled appointments from the total requested appointments.
50. *"Suspension"* means the LAP may keep the jobs that they had scheduled but cannot accept new jobs.
51. *"Telehealth"* means the delivery of health care services and information through the use of interactive audio and video technology, permitting real-time communication between the patient at the originating site and the medical and vocational provider, for the purpose of diagnosis, consultation, or treatment. The technology used to provide the health care service must meet the standards required by state and federal laws governing the privacy and security of protected health information (HIPAA compliant).
52. *"Third Party Administrator"* or *"TPA"* is the third party that administers the self-insured employer's claims per RCW 51.14.170. Third Party Administrators (TPAs) are responsible for administering the claims of workers who have a self-insured employer. A list of TPAs is available on the L&I website.
53. *"Third-Party Claim"* is when someone other than an employee's co-worker or employer caused a workplace injury or illness, the worker may take legal action against this "third party."
54. *"Unfulfilled rate"* means the percentage of requests where an appointment remains unfulfilled after the requested appointment time due to no LAP accepting the request, no LAP available in the needed language, LAP accepted and rejected and then it was not accepted by any other LAP. The unfulfilled rate is calculated by dividing the unfulfilled appointments by the total requested appointments.
55. *"Urgent care"* or *"emergency"* is an unplanned/unscheduled encounter for a covered health care service with verification from a provider that the client must be seen that day.
56. *"Video Remote Interpretation"* or *"VRI"* is a video-based interpreting event that utilizes a HIPAA-compliant video telecommunication service hosted by the Contractor that uses devices such as web cameras or videophones that utilizes a remote or off-site LAP to provide language access services on screen. This includes when some, or all parties are located remotely and includes Telehealth appointments.
57. *"Vocational provider"* is the individual registered with L&I who meets the qualification requirements in WAC 296-19A.210. A vocational provider must have one or more of the following certifications: Certified Rehabilitation Counselor, Certified Disability Management Specialist, Fellow, American Board of Vocational Experts.
58. *"WAC"* means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

ACCESSIBILITY

The State of Washington is committed to providing the public and Washington State employees equivalent and equitable access to digital content and information, that allows people with disabilities access to and use of information and data, and provides access to the same services and content that is available to persons without disabilities. All digital content (including, but not limited to: websites, web-based applications, software systems, e-learning, multimedia, programmable user interfaces, and electronically published documents) must be developed and maintained in a manner that provides an identical or similar experience to individuals with disabilities.

Washington State has set a minimum level of compliance for accessibility. The work products of this Contract must ensure that L&I meets federal policy 508, OCIO Policy USER-01 (https://watech.wa.gov/accessibility), and WCAG 2.1 level AA (http://www.w3.org/WAI/standards-guidelines/wcag/).

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of L&I. The Contractor will not hold itself out as, nor claim to be, an officer or employee of L&I or of the state of Washington by reason of this Contract, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

NONDISCRIMINATION & CIVIL RIGHTS

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, investigation, or policy this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with L&I. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the *Disputes* clause set forth herein.

Contractors and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336 ("ADA" 28 CFR PART 35)

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNABILITY

The work to be provided under this Contract, and any claim arising thereunder, shall not be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

SUBCONTRACTS

L&I hereby authorizes Contractor to enter into subcontracts with LAPs. In addition, and with prior written consent of L&I, the Contractor may enter into additional subcontracts for other services contemplated under this Contract. Consent shall not be unreasonably withheld. Except for any consent withheld by L&I in writing prior to the effective date of this Contract, L&I shall be deemed to have consented to subcontracts with those Subcontractors explicitly listed in Contractor's proposal, dated _____. This clause does not include contracts of employment between the Contractor and personnel assigned to work under the Contract.

- The Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts, including subcontracts with LAPs.
- LAPs are not required to carry insurance for services provided under this Contract as a subcontractor.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless L&I, agents and employees of L&I, from and against all claims resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless L&I for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless L&I shall not be eliminated or reduced by any actual or alleged concurrent negligence of L&I or its agents, employees, and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless L&I and its officials, agents, or employees.

The Contractor shall provide insurance coverage in adequate quantity to protect against legal liability arising out of Contract activity and as set out in the *Special Terms & Conditions*, ***Insurance*** clause. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide insurance coverage for the activities arising out of subcontracts.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, (hereafter called "material"), delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, utility model, industrial design, mask work or trademark, or otherwise results in an unfair trade practice.

1. The Contractor will, at its expense, defend or settle any such claim against L&I under this Contract.
2. The Contractor will pay related costs, damages and attorneys' fees awarded provided that L&I:
   2.1 promptly notifies the Contractor in writing of the claim; and
   2.2 cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Contractor sole control of the defense and related settlement negotiations.
3. If such a claim occurs, or is likely to occur, and if appropriate, the Contractor may at its option and expense, either procure for L&I the right to continue using the material; or replace or modify the material so that it becomes noninfringing and functionally equivalent.
4. If use of the material is enjoined by a court and the Contractor determines that none of these alternatives is reasonably available, the Contractor at its risk and expense, will take back the material and refund its depreciated value. No termination charges will be payable by L&I. Depreciated value shall be calculated on the basis of a useful life of five (5) years starting on the date of purchase. Years are prorated at 365 days per year. If use of the material is enjoined less than one year after its acceptance by L&I, the Contractor shall also refund to L&I any costs it charged for transportation of the material to its initial L&I destination.

Patent and Copyright. The Contractor has no liability for any claim of infringement arising from:
1. the Contractor's compliance with any designs, specifications or instructions from L&I;
2. modification of software by L&I or a third party without the prior knowledge and approval of the Contractor; or
3. use of the software in a way not specified by the Contractor.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. L&I shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

CONFLICT OF INTEREST

With a few exceptions, RCW 42.52.120(1) prohibits a state officer or state employee from receiving anything of economic value under any contract or grant outside of their official duties. The Governor, or a state agency affected by a violation of Chapter 42.52 RCW or the rules adopted under it, may request that the Attorney General bring an action in superior court to cancel or rescind a state action taken by a state employee or state officer when a violation of the ethics law or rules substantially influenced the state action and the interests of the state require the cancellation or rescission. The Governor may suspend the action pending a determination of the court action.

Contractor represents and warrants that it has not undertaken and will not undertake any work or other arrangement with third parties that will conflict with the work Contractor is performing for L&I under this

Contract. For example, a conflict may exist where the agreement or work with the third party would require Contractor to share or provide access to L&I proprietary information, Requestor information, injured worker/crime victim/LAP Personally Identifiable Information, injured worker/crime victim/LAP Personal Health Information, or would provide a financial or other incentive to Contractor to share such protected information. In case of doubt, Contractor will take screening measures to address potential conflicts for purposes of complying with this Contract before commencing any such activities with any third party. Contractor shall disclose any actual or potential conflicts to L&I and obtain L&I's written approval prior to commencing any work, activities, or other arrangements with any such third party.

TREATMENT OF ASSETS

1. Title to all property furnished by L&I shall remain in L&I. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed, as a direct item of cost under this Contract, shall pass to and vest in L&I upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in L&I upon
   1.1 issuance for use of such property in the performance of this Contract, or
   1.2 commencement of use of such property in the performance of this Contract, or
   1.3 reimbursement of the cost thereof by L&I in whole or in part, whichever first occurs.
2. Any property of L&I furnished to the Contractor shall, unless otherwise provided in this Contract, or approved by L&I, be used only for the performance of this Contract. L&I issued equipment must remain in the contiguous United States, unless L&I provides advanced written approval.
3. The Contractor shall be responsible for any loss or damage to property of L&I which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer the property in accordance with sound management practices.
4. If any L&I property furnished to the Contractor is lost, destroyed or damaged, the Contractor shall immediately notify L&I and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to L&I all property of L&I prior to settlement upon completion, termination or cancellation of this Contract.
6. All reference to the Contractor under this clause shall include any of the Contractor's employees, agents or Subcontractors.

RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by L&I, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this Contract for six years after settlement, and make them available for inspection by persons authorized under this provision. The Contractor shall be responsible for any audit exceptions or disallowed costs incurred by the Contractor or any of its Subcontractors.

SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at https://omwbe.diversitycompliance.com/. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity. The Contractor may contact AccessEquityTechAssist@Lni.wa.gov for technical assistance in using the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at https://omwbe.wa.gov/access-equity-help-center. L&I reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this

section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

1. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after L&I creates the Contract Record.

2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after L&I creates the Contract Record.

3. Report the amount and date of all payments (i) received from L&I, and (ii) paid to Subcontractors, no later than thirty (30) days, issuance of each payment made by L&I to the Contractor, unless otherwise specified in writing by L&I, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.

4. Monitor contract payments and respond promptly to any requests or instructions from L&I or system-generated messages to check or provide information in Access Equity.

5. Coordinate with Subcontractors, or L&I when necessary, to resolve promptly any discrepancies between reported and received payments.

6. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or L&I when necessary, to resolve promptly any discrepancies between reported and received payments.

CONFIDENTIALITY

The use or disclosure by any party of any information concerning L&I for any purpose not directly connected with the administration of L&I's or the Contractor's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of L&I. The Contractor shall maintain as confidential all information concerning the Contractor's study findings and recommendations, as well as the business of L&I, its financial affairs, relations with its clientele and its employees, and any other information which may be specifically classified as confidential by L&I in writing to the Contractor. To the extent consistent with Washington State law, L&I shall maintain all information which the Contractor specifies in writing as confidential.

Human Research Review Process. The Contractor shall protect personal identifying information and comply with state and federal human research review processes, as implemented by the Washington State Institutional Review Board, and defined in chapter 42.48 RCW, if applicable.

ACCESS TO DATA

In compliance with chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to L&I, the joint legislative audit and review committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

RIGHTS IN DATA

Unless otherwise provided, L&I shall be the owner for all purposes under Title 17 U.S.C., of all data which originates from this Contract. L&I shall be considered the author of such data. Data shall include, but not be limited to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, data extracts, medical case management reports or claimant file information provided by L&I, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, videos, tapes, and/or sound reproductions. Ownership includes but is not limited to the right to use, copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Contract, but which does not originate from the Contract, shall be transferred to L&I with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise L&I, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such documents which was not produced in the performance of this Contract. L&I shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any data delivered under this Contract. L&I shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

SAFEGUARDING OF PERSONAL INFORMATION

The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

RCW 43.17.425 prevents Washington state agency funds from being used to cooperate or assist in the investigation or enforcement of federal registration, surveillance programs or any other law, rule, or policy that targets Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin.

Contractor and its employees or agents recognize L&I's responsibilities as outlined in RCW 43.17.425. It is possible that data provided to Contractor or derived from this Contract may be requested or required by an entity which is not a party to the Contract. If a third-party disclosure is requested or required, Contractor and its employees or agents shall take all steps necessary to ensure that the only data shared, transferred, or allowed to be accessed will be restricted to data allowed to be shared, as defined in all applicable laws including L&I's responsibilities in RCW 43.17.425.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, Subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Contract. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of L&I or as otherwise authorized by law. The Contractor agrees to implement or maintain physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. The Contractor shall make the Personal Information available to amend as directed by L&I and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors. The Contractor shall certify its return or destruction upon expiration or termination of this Contract's retention requirements and the Contractor shall retain no copies except to the extent required by law or regulation. If the Contractor and L&I mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

L&I reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this Contract. The monitoring, auditing, or investigating may include, but

is not limited to, "salting" by L&I. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify L&I in writing immediately upon becoming aware of any unauthorized access, use or disclosure. The Contractor shall take necessary steps to mitigate the harmful effects of such use or disclosure. The Contractor is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by L&I. The Contractor agrees to indemnify and hold harmless L&I for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the Contract and the demand for return of all Personal Information.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall comply with the Washington State law requiring registration with the Department of Revenue and shall be responsible for payment of all taxes due on payments made under this Contract.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its employees shall be the sole responsibility of the Contractor.

LICENSING AND ACCREDITATION STANDARDS

The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements / standards, necessary in the performance of this Contract. (See 19.02 RCW for state licensing requirements / definitions).

INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with Title 51 RCW prior to performing work under this Contract. The Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. If the Contractor fails to secure industrial insurance coverage or fails to pay premiums on behalf of its employees, as may be required under Title 51 RCW, L&I may deduct the amount of premiums and any penalties owing from the amounts payable to the Contractor under this Contract and transmit the same to the Department of Labor & Industries Insurance Services Division. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by L&I.

The Contractor must purchase workers' compensation coverage for independent LAPs working for the Contractor as a subcontractor if they do not meet the exemption requirements listed under RCW 51.08.180 and RCW 51.08.195. LAPs that are providing personal labor will likely require workers' compensation coverage due to the **Code of Professional Conduct** established under WAC 388-03-050 which the contractor must enforce and manage.

RIGHTS OF INSPECTION

The Contractor shall provide right of access to L&I, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Contract. The Contractor shall make available information necessary for L&I to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, L&I may terminate this Contract without advance notice subject to renegotiation under those new funding limitations and conditions.

SUSPENSION FOR NON-ALLOCATION OF FUNDS

If funds are temporarily not allocated to L&I by the state legislature to continue this Contract in any future period, the parties agree to suspend services based on notice from L&I's Contract Manager and agree to resume services based on subsequent notice by L&I's Contract Manager. L&I will not be obligated to pay for services/licenses not provided/used during the term of the suspension, and the next billing cycle's invoice will reflect this credit to L&I. L&I agrees to notify the Contractor in writing of such non-allocation and re-allocation at the earliest possible times.

LIMITATION OF SIGNATURE AUTHORITY

Only L&I's Director or their delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by L&I's Director or their delegate.

CHANGES TO CONTRACT

By written notification to and consent of the Contractor, L&I may, at any time, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the Contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this Contract, an equitable adjustment may be made in the Contract price consistent with the *Compensation* clause, or period of performance, or both, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notice of such change; Provided, however, that L&I's Director or their delegate by writing may, if they decide that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the ***Disputes*** clause, **Attachment A**. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

DISPUTES

The parties agree that time is of the essence in resolving disputes.

During the dispute resolution period the parties agree that:

- If the subject of the dispute is the payment due the Contractor, the Contractor will continue performance and L&I will pay the amount which it in good faith believes to be due and payable.
- If the subject of the dispute is not the payment due, the Contractor will continue performance of work under the Contract which is not effected by the dispute.

Dispute Steps

1. When a bona fide dispute concerning a question of fact arises between L&I and the Contractor and it cannot be resolved, either party may request a dispute hearing with L&I's Contracts Office. The request for a dispute hearing must:
   - be in writing;
   - state the disputed issues;
   - state the relative positions of the parties;
   - state the Contractor's name, address, and L&I Contract Number; and
   - be e-mailed to the L&I's Contracts Office at procurementdispute@lni.wa.gov and the other party's Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The responding party shall have 5 working days to respond in writing to the requesting party's statement. This response will be sent to both the L&I's Contracts Office and the requesting party.
3. The L&I's Contracts Office shall review the written statements of the parties and reply in writing to both parties within 10 working days. The L&I's Contracts Office may extend this period if necessary by notifying the parties.

4. The decision of L&I's Contracts Office shall be final and conclusive unless, within 5 working days from the date L&I e-mailed the decision, the Contractor requests a dispute panel. This request must be in writing to L&I's Contracts Office.
5. If a dispute panel is requested, L&I and the Contractor shall each appoint a member to the dispute panel within 5 working days. L&I and the Contractor shall jointly appoint a third member to the dispute panel within the next 5 working days.
6. The dispute panel shall review the written descriptions of the dispute, gather additional information as needed, and make a decision on the dispute in the shortest practical time with the majority prevailing. The parties agree that the decision of the dispute panel shall be final and binding.

TERMINATION FOR DEFAULT

If either party violates any material term or condition of this Contract, the other (aggrieved) party may give the violating party written notice of the violation. The violating party will correct the violation within 30 days or as otherwise mutually agreed. If the violation is not corrected, the aggrieved party may, at its sole discretion, immediately terminate this Contract by written notice to the violating party. Upon termination, the violating party shall be liable for damages as authorized by law.

If L&I is the aggrieved party, damages shall include, but not be limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. L&I shall have the right to deduct damages from payments due to the Contractor.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the violating party:

- was not in default; or
- failure to perform was outside of their control, fault or negligence.

This clause shall not apply to any failure to perform which is the result of the aggrieved party's willful or negligent acts or omissions.

TERMINATION FOR CONVENIENCE

L&I has the right to terminate the Contract by giving written notice to the Contractor at least ten (10) days before the effective date of termination. If this Contract is so terminated, L&I is liable only for payments required under the terms of this Contract for services rendered prior to termination.

TERMINATION PROCEDURE

Upon termination of this Contract, in addition to any other rights provided in this Contract, L&I may require the Contractor to deliver to L&I any property specifically produced or acquired for the performance of any part of this Contract which has been terminated. The provisions of the *Treatment of Assets* clause shall apply in such property transfer.

L&I shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by L&I, and the amount agreed upon by the Contractor and L&I for the following:

1. Completed work and services for which no separate price is stated;
2. Partially complete work and services;
3. Other property or services which are accepted by L&I; and
4. The protection and preservation of property, unless the termination is for default, in which case L&I's Director or their delegate by writing shall determine the extent of the liability of L&I.

Failure to agree with such determination shall be a dispute within the meaning of the *Disputes* clause of this Contract. L&I may withhold from any amounts due the Contractor such sum as L&I's Director or their delegate by writing determines to be necessary to protect L&I against potential loss or liability.

The rights and remedies of L&I provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by L&I's Contract Manager, the Contractor shall:

1. Stop work under the Contract on the date, and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Assign to L&I, in the manner, at the times, and to the extent directed by L&I's Contract Manager all of the rights, titles, and interest of the Contractor under the orders and subcontracts so terminated, in which case L&I has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of L&I's Contract Manager to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to L&I and deliver in the manner, at the times, and to the extent, if any, as directed by L&I's Contract Manager, any property which, if the Contract had been completed, would have been required to be furnished to L&I;
6. Complete performance of such part of the work as shall not have been terminated; and
7. Take such action as may be necessary, or as L&I's Contract Manager may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which L&I has or may acquire an interest.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

If federal funds are the basis for this Contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

OVERPAYMENTS AND ASSERTION OF LIEN

In the event that L&I establishes overpayments or erroneous payments made to the Contractor under this Contract, L&I may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, and/or by requiring the posting of a bond, assignment of deposit, and/or some other form of security acceptable to L&I.

ANTITRUST

The Contractor hereby assigns to the State of Washington any and all of its claims for price-fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services purchased under this Contract.

WAIVER

Unless the Contract is amended in writing by an authorized representative of L&I, waiver of a default under this Contract, or failure by L&I to exercise its rights shall not:

- be considered a modification or amendment to the Contract; or
- constitute a waiver of any subsequent default.

PUBLICITY

The Contractor agrees to submit to L&I all advertising and publicity matters relating to this Contract which in L&I's judgment, L&I's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of L&I.

SURVIVORSHIP

All transactions executed for Products and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

CONTRACTOR STAFF HOURS & LOCATION

The Contractor agrees that the Contractor Staff identified will work on the project for at least the approximate number of hours described. Substitute staff will not be used without L&I's prior approval. Only Contractor Staff identified may be assigned to perform project work. Unless authorized in writing in advance by L&I's Contract Manager, subcontracting or substituting the proposed Contractor Staff with other staff not identified will not be allowed. Contractor Staff must provide services while located in the contiguous United States, unless L&I provides advanced written approval. L&I may, at its sole discretion, without cause, and at any time during the term of the Contract, request immediate replacement of staff identified. The Vendor certifies that all activity pursuant to this Contract is in full compliance with **RCW 42.52.080**, *Employment After Public Service*.

CONTRACTOR'S PROPRIETARY INFORMATION

The Contractor acknowledges that L&I is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract shall be a public record as defined in RCW 42. 56. Any specific information submitted to L&I and claimed by the Contractor to be confidential or proprietary, must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, L&I shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's proprietary information and L&I intends to release the information, L&I will notify the Contractor of the request and notify the Contractor of the date that such records will be released to the requester. It will be the responsibility of the Contractor to obtain any necessary court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, L&I will release the requested information.

ATTACHMENT B - STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, equipment, telecommunication, software, and any other material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth below:

SCOPE OF WORK

The Contractor will provide in-person interpretation (IPI), over-the-phone interpretation (OPI), and video remote interpretation (VRI), including assign and schedule of Language Access Providers (LAPs), process requests from providers for interpretation services, prompt payment for services rendered to the LAPs, management of LAPs, and ensure high quality interpretation services for L&I.

The interpretation services included in this Contract are:

- Scheduled and on-demand in-person interpretation (IPI) services throughout the state of Washington and border zip codes that start with 970, 971, 972, 978 in Oregon and 835 or 838 in Idaho.
- Scheduled and on-demand over-the-phone (OPI) and video remote (VRI) interpretation services throughout the state of Washington and any other states within the United States, and OPI services for out-of-country requests.

NOTE: The interpretation services **excluded from this contract** are:

- Sign language interpretation services, *and*
- IPI services provided by Language Access Providers (LAPs) working strictly out-of-state and outside the border zip codes that start with 970, 971, 972, 978 in Oregon and 835 or 838 in Idaho.

PERFORMANCE EXPECTATIONS

Contractor shall meet or exceed the minimum success rates and unfulfilled rates for IPI, OPI, and VRI services no later than six (6) months after the Contractor begins providing scheduling and interpretation services.

IPI Services

1. Contractor must have a monthly unfulfilled rate of all IPI services below five percent (5%) with a goal of two percent (2%).

2. Contractor must have a monthly success rate for all Spanish requests of ninety four percent (94%).

3. Contractor must have a monthly success rate for requests in languages other than Spanish of eighty percent (80%). **See Exhibits 1 and 2 for a quarterly breakdown of the required languages and number IPI requests by County between January 1, 2025 and December 31, 2025.**

OPI and VRI Services

1. Contractor must have a monthly average unfulfilled rate of all VRI and OPI services below two percent 2%). **See Exhibits 3, 4, and 5 for quarterly breakdown of the required languages and number of OPI and VRI requests between January 1, 2025 and December 31, 2025.**

2. Contractor must ensure sufficient staffing is provided to meet the average agent answer rate of sixty (60) seconds of at least ninety percent (90%) of all calls for OPI and VRI appointments.

3. Contractor must ensure sufficient staffing is provided to meet the average connect time to LAPs of sixty (60) seconds of at least ninety percent (90%) of all OPI and VRI appointments.

4. Contractor must maintain five percent (5%) or less, monthly dropped call rate for OPI and VRI appointments. If the call is dropped, the Contractor must be available to reconnect the LAP with the requestor when they call the Contractor back.

5. Contractor must maintain enough telecommunication equipment and licenses, and any other goods and services required to successfully answer calls from providers for one hundred (100%) of all requests.

PENALTIES FOR NON-PEFORMANCE

Contractor's performance will be measured using utilization data reports that L&I will be generating on-demand and the additional monthly data reports provided by the Contractor as required in Statement of Work, Deliverable 9 - Reporting Requirements.

If the Contractor fails to meet any of the Deliverables and Performance Expectations outlined in this Contract, this may result in a corrective action plan and L&I's billing department may withhold reimbursement at a commensurate percentage, measured in one percent (1%) increments, starting with two percent (2%) for first instance, up to a maximum of five percent (5%) for fourth and subsequent documented instances. Total amount withheld calculated from the previous quarter's payment of the "encounter fee" for administrative services.

This performance measure will begin after the first six (6) months of the Contract. The meeting and exceeding of performance expectations by the Contractor will be an important consideration in the possible extension of this Contract.

Performance Expectations and Deliverables to be considered in establishing penalties include, but not limited to:

a) Failure to meet critical Contract deliverables, performance expectations, or milestones including not meeting minimum success and unfulfilled rates;
b) Failure to comply with billing procedures and timelines;
c) Failure to maintain customer service expectations, including call center compliance;
d) Failure to demonstrate appropriate effort towards resolving noncompliance and increase contract compliance for areas under corrective action or not meeting minimum expectations (on-going contract deliverables, performance expectations, milestones, etc.);
e) Failure to implement appropriate measures that would result in higher success rates and lower unfulfilled rates;
f) Failure to maintain compliance with aspects of the Collective Bargaining Agreement (CBA); *and*
g) Other obligations in *Statement of Work,* Attachment B.

L&I Contract Manager will notify the Contractor in writing of the need to take corrective action. The Contractor must take corrective action within five (5) business days per the contract, LAP disciplinary plan, or the CBA as appropriate. A longer time period may be agreed upon in writing by both parties.

The Contractor may earn back previous withholdings up to the maximum administrative rate if the Contractor comes into compliance with minimum performance requirements and addresses L&I's corrective action plan. Examples of remedies that could correct deficiency, include but not limited to:

a) Implementing measures that result in higher success rates and lower unfulfilled rates;
b) Recruiting LAPs for languages of lesser diffusion;
c) Develop, implement, and document process improvements to reduce or eliminate barriers for LAPs to cover assignments or providers in obtaining interpretation services; *and*
d) Increasing contract compliance for areas under corrective action or not meeting minimum expectations.

UNION-RELATED COLLECTIVE BARGAINING AGREEMENT

RCW 41.56.510 gives LAPs who provide services for L&I the right to unionize. On September 14, 2023, the Public Employment Relations Commission (PERC) certified Washington Federation of State Employees (WFSE) as the exclusive bargaining representative of the Language Access Providers (LAPs) providing in-person, video, and over-the-phone interpretation services for L&I during medical and vocational appointments.

The Contractor must comply with the requirements of the collective bargaining agreement (CBA) between WFSE and L&I. The Contractor must ensure that all work performed under this contract including Interpreter Service requests are subject to CBA terms, regardless of the modality used and are provided in accordance with such terms. The Contractor acknowledges that the CBA is updated every two years, and the Contractor is subject to the changes outlined in the successor CBA. The Contractor must provide all staffing, hardware, software, administrative services, and any other activities or expenses incidental to the performance of work as described in this agreement and necessary to comply with the CBA.

The Contractor is not involved in the collective bargaining process with LAPs. However, the contractor may collaborate with L&I in identifying provisions in the CBA which L&I in its judgement may request its Office of Financial Management bargaining representative to discuss in collective bargaining with WFSE. The contractor shall adhere to the CBA terms and shall collaborate with L&I to amend this contract, if in either party's judgment it is necessary to do so to ensure compliance.

DELIVERABLES & OTHER REQUIRED REPORTS

Brief descriptions of the deliverables and other required reports are set out below. The Contractor shall conduct the project under L&I leadership. Because the Contractor will be controlling the manner and means of conducting the work, the descriptions are not intended to completely describe all of the work that the Contractor would need to perform to complete the deliverables.

The Contractor shall initially submit work products to L&I's Contract Manager in outline form for discussion of the scope, analytical methods, and organization. After L&I accepts the outline, the Contractor will produce a draft report and submit it to L&I for review and comment. L&I will advise the Contractor of any errors or concerns before the Contractor completes the final deliverable. The Contractor will produce a final version of each deliverable that addresses L&I's feedback.

Deliverable 1 - Summary Level Work Plan and Implementation Plan

Project Implementation & Work Plan

Draft due date: **Five (5) business days after contract start date**
Final due date: **Ten (10) business days after draft has been approved by L&I's project team.**

Work Plan is a living document for the term of the contract. Contractor is responsible to maintain and update the Work Plan at the request of L&I to be consistent with all expectations and emerging best practices during the term of the contract.

1.1. Develop a summary-level description of the Contractor's detailed Work Plan, Implementation Plan, and timeline.

1.1.1. The Contractor will be required to include a summary-level description of the Contractor's detailed work plan, implementation plan, and timeline as part of their proposal for RFQQ K6063, per section 2.4 of the Bidder's Questionnaire. The Contractor must resubmit their work plan, implementation plan, and timeline to the L&I Contract Manager five (5) business days after contract start date for L&I's approval.

1.1.2. The timeline must have a recruitment plan for LAPs and providers. L&I will provide the lists of providers currently registered in the scheduling system and LAPs providing services for L&I to the Contractor upon the contract start date.

1.1.3. The Contractor will be responsible for providing an initial oral presentation(s) of the work plan, implementation plan, and timeline to L&I's Executive Management and other appropriate staff and stakeholders. The Contractor shall be available for up to two (2) hours to present the proposal as L&I may require.

1.1.4. The Contractor's work plan shall include, but is not limited to:

a) A summary of the purpose, goals, scope, and the specific roles of L&I and Contractor Resource,
b) A list of tasks (include subtasks as applicable) required for performance. The list of tasks shall include start and end dates for each task, Contractor's staff who are responsible for completing each task, and the number of hours allotted for each task,
c) The timelines for tasks and subtasks, *and*
d) Due dates for summaries, outlines, oral reports, drafts and final reports.

1.2. Implementation Plan

1.2.1. The Contractor must report to L&I weekly for at least the first six (6) months on the progress of implementation efforts.

1.2.2. Once the contract is signed, the Contractor must provide access to their system to delegated L&I staff. Contractor must provide test accounts and/or any other means for L&I staff to review all roles and all current functionality to compare it to the L&I requirements and create a gap analysis.

1.2.3. The Contractor must develop a testing strategy and plan to ensure that all affected systems are functioning according to L&I's requirements.

1.2.4. L&I will conduct a usability study with LAP and provider/requestor participants as part of the implementation project to further evaluate the usability of the Contractor's system and identify configuration needs.

a) The usability study will be conducted by one of L&I's contracted usability vendors and L&I will be solely responsible for the cost of the usability study.
b) Contractor must make necessary changes to the system within 30 calendar days from receiving the list of required system changes resulting from the usability study.

1.2.5. The Contractor must successfully complete all testing required by L&I. Any problems identified during the testing must be resolved or prioritized prior to launch. Testing required by L&I will include, but is not limited to:

a) Business testing:
    1. Functional testing of Contractor's system (provider, LAP, and L&I administrator roles),
    2. Functional billing testing for L&I billing staff,
    3. CBA Gap Analysis and compliance with all requirements in the 2025-2027 LAP Collective Bargaining Agreement, Attachment I,
    4. End to end testing, *and*
    5. User Acceptance Testing.
b) Compatibility testing across all personal electronic devices,
c) Performance testing (data transmission capacity and system load),
d) Data security testing,
e) Data integrity testing to include storage and permissions,

f) Contractor's system and data disaster recovery testing, *and*
g) Configuration testing.

1.2.6. The Contractor's implementation plan shall include, but not limited to:

a) Description of the Contractor's overall approach and methodology to providing all services outlined in this Contract,
b) Description of the implementation schedule and factors influencing that schedule,
c) Identify the roles and responsibilities associated with implementation as well as the skill set needed to perform those functions. Key roles to identify include the primary business contact, implementation team lead(s), key technical staff, customer or help desk support, documentation and other support staff,
d) Description of key stakeholders and Contractor's training and outreach methods to ensure stakeholders are informed about implementation activities,
e) Description of how the Contractor will bill L&I electronically in accordance with the billing requirements outlined in *Budget,* Attachment C. See Provider Express Billing (wa.gov) for additional information,
f) Detailed process regarding IT development and system customization, *and*
g) Description of how the Contractor's scheduling system will accept and schedule requests for encounters from authorized requestors and provide all required services as outlined in this Contract.

1.3. Work Plan Maintenance

The Contractor shall maintain the work plan on software such as Microsoft Project or Excel. The format shall allow for on-going tracking of the percentage completion of each task and subtask. It shall allow a means of tracking any deviations from the planned timeline and adjusting the Work Plan to reflect those deviations.

1.3.1. The Contractor shall coordinate and advise its team members and L&I's Contract Manager as to the status of each task on an on-going basis.

1.3.2. The Contractor will be required to meet with identified L&I staff, as requested either in-person, virtual, or via telephone. L&I anticipates needing to meet each working day for the first three months or as L&I considers necessary to go over project status.

1.3.3. The Contractor must track all project issues and their resolutions in a log. The issues may be brought forward by the Contractor or L&I.

1.4. Reports and Status Updates

The Contractor shall include, in a final report, summary information that organizes, distills, integrates and synthesizes the information on the current performance measurement models. This will involve brainstorming sessions with L&I staff to determine the best way to organize this report.

The final report must include at least the following:

1.4.1. Executive summary, a one-page letter summarizing report,

1.4.2. A discussion of the key assumptions, influence and effect each assumption has on the model,

1.4.3. Overview of the methods used,

1.4.4. Summary of findings and recommendations,

1.4.5. Short and long term plans,

1.4.6. A separate letter attesting to the Contractor's independence in relation to the report,

1.4.7. Unresolved issues, *and*
1.4.8. Lessons learned.

Deliverable 2 - Scheduling System
Go live date: To be determined
End-to-end testing to ensure compliance with all system requirements must be completed before rollout.

The Contractor must provide, at the Contractor's expense, a secure, mobile-friendly, web-based scheduling system for requesting, cancelling, editing, and verifying assignments for IPI, VRI, and OPI services. Furthermore, the scheduling system must be customizable to L&I's evolving needs, it must be able to process a high volume of encounters. **Please see Exhibits 1-5 for a quarterly breakdown of the requests for IPI, OPI, and VRI services.**

At minimum, the scheduling system must meet all of the following requirements:

2.1. The Contractor must allow access for separate login accounts:
   a) Identified L&I staff to be granted elevated/administrative privileges access,
   b) Requestors registered in the system, *and*
   c) LAPs registered in the system.
2.2. The system must be available 24 hours a day, 7 days a week, 365-days a year (24/7/365)
2.3. Planned maintenance of the system shall be administered on weekends
2.4. The system must not store more than the minimum required LAP, LEP customer, and requestor's information needed for full functionality
2.5. The system must have the flexibility to extend the initial broadcast radius permanently for clinics located in low coverage areas
2.6. The system must be easy to use for both requestors and LAPs
2.7. The system must comply with WCAG 2.1 AA accessibility standards. The Contractor's system will be reviewed and approved by L&I's Digital Accessibility Coordinator. See the *Public Facing Integration Summary*, Attachment J for more information about accessibility, usability, and integration requirements.
2.8. The system must provide real-time information on the status of a request (e.g. open, filled, completed, no-show, confirmed by requestor, cancelled by the requestor, or rejected by the LAP)
2.9. The system must notify the requestor when an LAP accepts a request and include the LAP's name, email, and phone number
2.10. The system must prevent any overlapping issues for LAP appointment times and double booking of patients (e.g. same claim booked multiple times during the same time)
2.11. The system must notify the LAP of any changes to an accepted request (e.g. notes added by the requestor, IME will be recorded, appointment rescheduled, type of appointment, or cancelled).
   2.11.1. For rescheduled requests, the system must notify the LAP who accepted the request of any calendar overlapping issues and give the LAP the opportunity to check their calendar and decide if they will keep or reject the rescheduled assignment
2.12. The system must notify the requestor if unable to secure an LAP 48 hours before the appointment start time and offer other interpreter methods (e.g. VRI or OPI if no IPI resources are secured)
2.13. The system must track when the requestor edits/updates the request from their preferred method to a backup (e.g. from IPI to VRI or OPI)
2.14. The system must track success and unfulfilled rates for each interpretation service (IPI, VRI, and OPI) for all languages and Counties
2.15. The system must validate the interpretation time for each appointment at the service address
2.16. The Contractor must provide backup options for LAPs to check in and out at the service address

2.17. The system must incorporate anti-bot software, such as Captcha

2.18. The system must provide multi-factor authentication to ensure access is for verified LAPs and requestors only

2.19. Have a system interface in order to absorb the claim information provided by L&I and assist with the claim eligibility verification to prevent requestors from submitting requests for closed/rejected/invalid claims

2.20. The system must generate an electronic encounter record for each interpreter request. The electronic encounter record must include:

a) Job number,
b) Injured worker or crime victim claim number,
c) Injured worker/crime victim's name,
d) Interpretation method (IPI, OPI, VRI),
e) Date and time of appointment,
f) Booked time,
g) Language,
h) Rendering provider's name,
i) Appointment type,
j) Service address for IPI services,
k) LAP check-in and check-out times,
l) Lunch break start and end times,
m) Minutes billed and local code,
n) Encounter fee and local code,
o) Provider or authorized staff name who checked-in/out the LAP,
p) Provider or authorized staff signature,
q) LAP name,
r) LAP signature,
s) Name of the insurer (L&I, self-insured employer and their TPA, Crime Victims),
t) For self-insured claims, the name, email, and phone number for the claims adjuster,
u) LAP NPI number, *and*
v) Date and time LAP approved/submitted the invoice.

2.21. The system must provide fair and equitable distribution of offers for appointments to LAPs based on the LAP's proximity to the service address and availability

2.22. The system must block LAPs from receiving requests at a specific location where the requestor has asked that they do not return

2.23. The system must provide wide range of encounter timeslots (e.g. short duration – 15 minutes, long duration - up to 8 hours)

2.24. The system must track lunch break start and end times and deduct the lunch break from the billable time

2.25. The system must identify specific provider accounts allowed to select a preferred interpreter such as mental health and brain injury rehab facilities

2.26. The system must have the flexibility to add and remove preferred LAP options for brain injury rehab facilities, crime victims, mental health appointments, languages of lesser diffusion, and preferred interpreter exceptions granted by L&I for a specific claim

2.27. The system must require requestors to provide a reason when canceling a request within 24 hours of the scheduled start time. Reasons must include:

a) Patient/worker No-Show,
b) LAP No-Show,

c) Contractor unable to fill request,
d) Requestor error (double booking, booked incorrect location or time, forgot to cancel LAP request),
e) Appointment rescheduled,
f) Interpreter services not needed, *and*
g) Technical issues (e.g. LAP, patient, provider, requestor could not connect to the VRI/OPI appointment).

2.28. System must clearly identify Independent Medical Exam (IME) requests and:
2.28.1. Allow providers to mark an IME as recorded at the time of booking the request or by updating the request when the IME firm is notified by the injured worker or their legal representative that the IME event will be recorded
2.28.2. The system must notify the LAP if an IME event will be recorded as soon as the event is offered to the LAP or when the request is updated in the system by the IME firm

2.29. The Contractor is responsible for conducting all conferencing and/or connectivity functions to connect providers and LAPs for OPI and VRI jobs

2.30. The Contractor must support provider hosted VRI services. Provider hosted HIPAA compliant environments must be approved by L&I
2.30.1. The system must clearly identify the requests as provider hosted VRI services vs. Contractor provided link and environment
2.30.2. The Contractor must establish check-in and check-out procedures for provider hosted VRI requests to ensure services are billed correctly

2.31. The system must track LAP mileage for scheduling purposes. **NOTE:** L&I does not pay separately for mileage, compensation for mileage is bundled into the per minute fee for interpretation.

2.32. The system must also have the capacity and flexibility to allow requestor to:
2.32.1. Submit a bulk or mass upload of new requests,
2.32.2. Clone (or duplication) of request information,
2.32.3. Mark a request as confirmed. System must send notification to the LAP that the requestor confirmed the appointment with the patient/worker,
2.32.4. Include special instructions for the LAP such as off-site navigation or instructions and phone number for the provider,
2.32.5. Customize business, location, and provider, booking information to be prepopulated on the booking form,
2.32.6. Manage users and service locations (e.g. deactivate and edit information),
2.32.7. Submit interpreter requests for same-day, emergency, urgent care, and walk-in appointments (e.g. unscheduled/on-demand appointments), *and*
2.32.8. Submit IPI, OPI, and VRI requests for:
a) Group events (different workers, same provider, same appointment),
b) Back-to-back appointments (different workers, same provider, different appointments), *and*
c) Worker with multiple claims (same worker, multiple claims, same provider, same appointment).

2.33. The system must also have the capacity and flexibility to allow LAPs to:
2.33.1. Receive and accept assignment offers 24 hours a day, 7 days a week,
2.33.2. Check-in and check-out at the service address,
2.33.3. Receive and accept assignment offers on their mobile devices via text, email, and directly through the scheduling system, *and*
2.33.4. Select their preferred radius, work hours, and methods of interpretation.

2.34. The system must have profiles of each LAP including, at minimum (This information will only be available to the LAP, L&I, and the Contractor):
   a) DSHS, Washington State Court, or National Certification/authorization status,
   b) Language(s) spoken,
   c) Immunization records,
   d) L&I scheduled assignments taken by the LAP,
   e) Background check,
   f) National Provider Identification (NPI)
   g) Continuing education classes taken,
   h) Geographic area they will cover, *and*
   i) Service quality documentation (e.g. complaints and compliments).

2.35. The Contractor must develop a Disaster preparedness and Recovery Plan. This Disaster Preparedness and Recovery Plan must be approved by L&I. At minimum the Disaster Preparedness and Recovery Plan must meet all of the following requirements:

2.35.1. The Contractor must be able to continue receiving interpretation services requests and scheduling those services in the event the Contractor's customer service phone line or scheduling system are rendered inoperable or the requestor is experiencing unexpected technical difficulties/internet outage or for urgent requests (e.g., via email, telephone, or facsimile transmission).

2.35.2. The Contractor must have a back-up plan for any issues with the automatic referral engine, or other customizations to the system

2.35.3. The Contractor must ensure that their employees and LAPs are familiar with emergency procedures

2.35.4. The Contractor must provide a high-speed emergency notification system for crisis communications. The system must efficiently send notifications via phone, text, and/or email to all customers prior to, during, and after the crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.

2.35.5. The Contractor must be able to fill requests submitted by the requestor outside the web-based technology on an as-needed basis. Requests may be submitted either via email, telephone, or FAX.

2.36. The Contractor must send notification to the L&I Contract Manager sixty (60) calendar days before any planned changes to the scheduling system. L&I must approve any changes to the system that would impact the requestors' ability to submit requests in the system or the LAPs' working or payment conditions.

2.37. The Contractor must notify the requestors and LAPs at least five (5) business days before planned maintenance or any system updates are implemented.

Deliverable 3 - Interpretation Services

Due date: On-going

3.1. Contractor shall maintain a supply of LAPs sufficient to meet the needs for scheduled and on-demand IPI services of L&I with coverage throughout the state of Washington and border zip codes that start with 970, 971, 972, 978 in Oregon and 835 or 838 in Idaho.

3.2. Contractor shall accommodate and adapt to the changing demand for interpretation services for a variety of languages, including languages of "lesser diffusion." **See Exhibits 1 and 2 for a quarterly breakdown of the required languages and number IPI requests by County between January 1, 2025 and December 31, 2025.**

3.3. Contractor shall maintain a supply of LAPs sufficient to meet the needs for OPI and VRI services of L&I with coverage throughout the state of Washington, other states within the United States, and out of country.

3.4. Contractor shall accommodate and adapt to the changing demand for OPI and VRI services for a variety of languages, including languages of "lesser diffusion." **See Exhibits 3, 4.1, 4.2, and 5 for quarterly breakdown of the required languages and number of OPI and VRI requests between January 1, 2025 and December 31, 2025.**

3.5. Contractor must recruit LAPs including those currently providing services to L&I injured workers and crime victims to offer them the opportunity to be included in the new contract. L&I will be providing the lists of all LAPs currently providing services for injured workers and crime victims to the apparent successful bidder. Contractor is responsible for having the necessary interpreter resources to meet the minimum success rates by system rollout date and to continually recruit LAPs to meet the fulfillment rates as described in the *Performance Expectations* section.

3.6. All LAPs must be certified, authorized or recognized by the Department of Social and Health Services (DSHS), or have other certificates accepted by L&I. See link - Become an Interpreter (wa.gov) for a list of accepted credentials and minimum testing criteria for other certifications.

3.7. Contractor must collaborate with L&I to develop a seamless process for the requestors to access interpretation services through the DES statewide vendor(s), of L&I's choice, as a backup when the Contractor does not have any LAPs registered in their system in a needed language or for on-demand OPI services.

3.6.1. The contractor must document when a call is transferred or referral is made to the DES statewide vendor and must closely monitor coverage issues.

3.8. Contractor must have international OPI capability for medical and vocational providers to speak with workers relocated out of country.

3.9. Contractor must accommodate telehealth appointments through OPI and VRI services by providing two-way and three-way, real time interactive communication between the injured worker or crime victim and their legal representative, the provider, and the LAP where any or all parties may be at different locations.

3.10. Contractor must provide the technology to host OPI and VRI services within their own platforms, including tracking data through the lifecycle of the request (such as the start and end times of all appointments).

3.11. Contractor must provide a local and toll-free number for requestors to call and obtain on-demand OPI services.

3.12. Provide a local and toll-free number for LAPs to connect to the calls and provide interpreter services.

3.13. Provide staff and telephone lines to answer customer calls 24 hours a day, 7 days a week, 365-days a year (24/7/365).

3.14. A phone answering machine or electronic voice mail may be used and offered as an option to the requestor when trying to connect with an LAP on-demand; however, the requestor shall be given the option of staying in queue to reach a staff person during regular business hours. The hold time to connect to an agent or an LAP must be sixty (60) seconds or less.

3.15. Contractor must have a process in place to collect the correct claim information from the requestor in order to bill the insurer for the services. Claim information includes claim number and claimant name for all appointments and self-insured employer name and Third Party Administrator (TPA) for self-insured claims.

3.16. Contractor must be capable of providing flexible technology options that can meet a wide range of possible telehealth scenarios.

3.17. Contractor must make continual improvements to their OPI and VRI platforms to meet requestor needs and industry changes.

3.18. Contractor must provide information to the LAPs related to interpreting in a HIPAA compliant environment for OPI and VRI services and require the LAPs to comply. The Contractor must require that the LAPs are in a private and secure location and not disruptive public or semi-public settings, such as servicing appointments:

a) Outside the home,
b) While driving,
c) At playgrounds, outdoor areas, including any public areas, *and*
d) At home while loud disruptions can be heard by the injured worker, crime victim, and provider.

Deliverable 4 – Contractor's Billing Procedures
Due date: On-going

4.1. The Contractor is responsible for billing the insurers for the LAP's interpretation services fee and the Contractor's encounter fees according to L&I's fee schedule Chapter 14: Language Access Services (wa.gov) and WAC 296-20-125: Billing procedures.

4.2. The Contractor must adhere the following billing procedures for any insurer:

4.2.1. Each LAP encounter must be identified by an L&I claim number,
4.2.2. Contractor must bill the insurer for the encounter fee and the interpretation services fee at the same time,
4.2.3. Contractor must not bill the insurer for services in languages for which the LAPs have not provided credentials,
4.2.4. Contractor must allow the LAPs to review and approve the electronic invoice before the invoice is sent to the insurer,
4.2.5. Bills for the interpretation services fee and the encounter fee must be received by the insurer no later than 20 days from when the LAP approved the invoice,
4.2.6. Invoice disputes between the LAP and the Contractor must be handled electronically,
4.2.7. The system must track and reconcile all invoices, status, and payments,
4.2.8. Contractor must have an accounting process in place to track full and partial payments received for services rendered,
4.2.9. Contractor must address billing issues such as suspended or denied invoices for claim number and claimant name mismatch, rejected claims, closed claims, and partial payments with the insurer within **two weeks**,
4.2.10. Contractor must distribute all payments to LAPs (partial or full) within 15 days of receiving payment from L&I, the self-insured employers or their TPAs, the Crime Victims Compensation Program, or the requestor,
4.2.11. Contractor must have a claim validation eligibility process with L&I, each self-insured employer or their TPA, and the Crime Victims Compensation program 72 hours prior to the appointment start time. This must include validate claim eligibility and/or authorization for medical and interpretation services for closed claim and claims in undetermined status, *and*
4.2.12. Contractor must comply with Article 7.5 Overpayment Collection Process of the CBA for overpayment of $200 or less or for overpayments of more than $200 and must develop accounting procedures and practices for the recovery of overpayments from the LAPs.

4.3. Pre-Bill and Post-Bill Review Processes:

4.3.1. The Contractor must develop pre-bill and post-bill review processes to identify billing issues and prevent fraud to include but not limited to:

a) Duplicate invoices,
b) Overlapping of interpretation time for an LAP,
c) Invoices submitted by the LAP for 10 minutes or less,
d) Invoice submitted by the LAP for services not payable,
e) Invoices with discrepancies between the booked time and the actual interpretation time,
f) LAP checked in but did not check out,
g) Excessive use of paper vouchers by an LAP,
h) LAP billing under incorrect interpretation method (e.g. provided OPI or VRI services and billed for IPI services),
i) LAP falsification of invoice, *and*
j) Incorrect claim number and insurer information entered by the requestor:
    1. State Fund claims begin with the letters A, B, C, F, G, H, J, K, L, M, N, P, X, Y, or Z followed by six digits, or double alpha letters (example AA) followed by five digits.
    2. Self-insured claims begin with an S, T, or W followed by six digits, or double alpha letters (example SA) followed by five digits. Department of Energy (DOE) claims are now self-insured.
    3. Crime Victims claims begin with a V followed by six digits, or double alpha letters (example VA) followed by five digits.

4.4. For billing of L&I/State Fund Claims:

4.4.1. Contractor must be familiar with L&I's billing process.
4.4.2. Contractor must submit bills electronically to L&I by direct entry or online batch submissions.
4.4.3. Contractor must include the NPI number of the LAP rendering the interpreter services on all invoices when billing L&I electronically.
4.4.4. L&I will pay the Contractor within 30 calendar days of receipt of properly executed electronic invoices.

4.5. For billing of Crime Victim Claims:

4.5.1. Contractor must bill the Crime Victims Compensation Program for services provided on crime victim claims.

4.6. For billing of Self-Insured Claims:

4.6.1. Contractor must bill the self-insured employer or their TPA for the interpretation services fee and the encounter fee, and not L&I.
4.6.2. Contractor must contact each self-insured employer or their TPA to understand their unique billing requirements and must bill with the Statement For Miscellaneous Services form.
4.6.3. Contractor is responsible for using L&I's online search tool Look Up Self-Insured Employers / TPAs to locate contact information for each self-insured employer of TPA and for developing internal processes for maintaining current information.
4.6.4. It is the responsibility of the Contractor to have a process in place to verify and bill the correct self-insured employer or TPA at the correct address.
4.6.5. Contractor must follow-up/send request for reconsideration to the self-insured employer or TPA within **two weeks** of receipt of rejection notice or partial payment before filing a dispute with L&I's Self-Insurance department.
4.6.6. Contractor must bill the self-insured employer or TPA on a monthly basis.

4.6.7. Contractor must follow the dispute process with L&I's Self-Insurance department for any unpaid/underpaid invoices.
   a) Contractor must submit proof that bill was received by the self-insured employer/TPA (e.g. receipt of certified mail, email confirmation, fax confirmation).
   b) Contractor must submit documentation of when invoice submitted, an Explanation of Benefits (EOB), and communications with the self-insured employer/TPA related to the invoice.

4.6.8. L&I is not responsible for payment of the interpretation services if the self-insured employer or TPAs don't pay. However, the self-insured employer or their TPA may be subject to penalties for unpaid/underpaid invoices.

4.6.9. Contractor cannot refuse to accept interpretation requests for a specific self-insured employer or TPA if payments are delayed or under dispute.

4.7. For billing of Third Party Claims:

What is a Third Party claim?

If someone other than an employee's co-worker or employer caused a workplace injury or illness, the worker may take legal action against this "third party." The purpose of third-party law is to shift the cost of industrial insurance onto the responsible party. If there is an excess recovery from the settlement, it must be used to offset future workers' compensation payments for medical treatment, time-loss, permanent partial disability and pension. No further payments will be made to the worker, or on their behalf, under that specific claim until the excess is expended. Please see Chapter 51.24 RCW: Actions at Law for Injury or Death for additional information.

4.7.1. Contractor must send the invoice to L&I through the billing process for state fund claims (see **Item 2** ***For billing of L&I/State Fund Claims*** for additional information). L&I will record the expense and will issue an EOB to the injured worker or their legal representative every month. The injured worker is responsible for paying the Contractor for the interpretation services directly.

4.8. For billing the requestor for services:

4.8.1. Contractor must bill the requestor for specific interpretation services not compensable by any insurer listed above.

Deliverable 5 – Training and Outreach
Due date: On-going

5.1. Contractor must develop and maintain training and outreach plans for the online scheduling system for LAPs and requestors. The training and outreach plans must be approved by L&I and the Contractor is responsible for related costs for these training and outreach efforts. At minimum, the training and outreach plans must include the following requirements which must be performed by the Contractor:

5.1.1. Conduct outreach and enroll healthcare and vocational providers, their authorized scheduling staff, and authorized LAPs for statewide implementation of the Contract,

5.1.2. Conduct initial system orientation with the users,

5.1.3. Provide additional training and make necessary changes to training materials before system changes are implemented,

5.1.4. On-going support for technical and billing assistance through various means, including webinars, classes, web pages, etc.,

5.1.5. On-going refresher training to requestors and LAPs,
5.1.6. Contractor agrees to submit to the L&I Contract Manager all training materials for review and approval before distribution,
5.1.7. Provide targeted outreach to requestors to promote OPI and VRI services. This must include specific regions, provider types, appointment types, organizations, and other factors, *and*
5.1.8. Inform providers of their responsibility to share VRI links with the injured workers and crime victims for all VRI services and prescheduled OPI services when the client is not present with the provider.

NOTE: The turn-over of the LAPs, medical and vocational provider, and/or their staff may impact the volume of training required. As such, ongoing training and outreach is expected and required of the Contractor.

Deliverable 6 - LAP Quality Assurance
Due date: On-going

6.1. The Contractor assumes responsibility for all work performed under this Contract by the Contractor's employees, officers, directors, agents, representatives, associates, subcontractors, and LAPs.
6.2. The Contractor must develop and execute a formal Independent Contractor Agreement with each LAP who performs work under this Contract. The Independent Contractor Agreement and any amendments to this agreement must be approved by L&I and may be subject to collective bargaining.
6.3. The Contractor must review and validate all LAP registration credentials approved by L&I before the LAP performs any work under this Contract, to include:
a) LAP name, address, phone number, and email address,
b) National Provider Identifier (NPI),
c) Unified Business Identifier (UBI),
d) Copy of Driver's License or government issued ID,
e) W-9,
f) Background check,
g) Interpreter credentials, *and*
h) Signed L&I's Incident Resolution Process (IRP) for Language Access Providers (LAPs).
6.4. The Contractor must track LAP credential expiration dates and renewal dates and not offer any assignments or allowing LAPs to accept and cover any assignments due to not having active, up-to-date credentials in good standing (not revoked) by the LAP's credentialing entity.
6.5. The Contractor must comply with Article 5.9 of the CBA and ensure that all LAPs pass a criminal history background check prior to performing interpreter services under this contract and annually thereafter. The Contractor must not allow LAPs to provide services if they have not passed a criminal background check. The Contractor is required to have documented business practices conducting, reviewing, and making determinations of background checks. The business practices must include, at minimum:
6.5.1. Process to review and validate WATCH background checks or other equivalent background checks approved by L&I,
6.5.2. Process to disqualify background checks that include any item on the DSHS Secretary's lists of Crimes and Negative Actions,
6.5.3. Process for deactivating LAP access to the scheduling system and removing and reassigning jobs to other LAPs, as appropriate, *and*
6.5.4. Process for reporting to L&I LAPs who do not pass the background check requirements or when the Contractor suspects that the background submitted by the LAP has been altered.

6.6. The Contractor must implement L&I's Incident Resolution Process (IRP) for Language Access Providers (LAPs).

6.7. The Contractor must provide an LAP Quality Assurance portal and must collect data regarding all feedback received from providers, their authorized staff, injured workers and crime victims or their legal representatives, LAPs, and the general public and IRP notifications, to include but not limited to:

6.7.1. Job number,

6.7.2. Feedback tracking reference number,

6.7.3. Who submitted the feedback,

6.7.4. Date and time of the feedback,

6.7.5. Name of LAP,

6.7.6. Type of feedback, to include but not limited to:

a) Late rejections and their reasons,

b) No-show,

c) Late arrival,

d) Violation of DSHS code of ethics,

e) Professionalism,

f) Quality of interpretation services,

g) Billing issues/suspected fraud, *and*

h) HIPAA/PHI violation.

6.7.7. Date IRP notification sent to LAP,

6.7.8. Date, time, and LAP response details to IRP notification,

6.7.9. Feedback resolution outcome:

a) Allegation substantiated or partially substantiated - IRP Incident assigned:

1. Original IRP incident severity level assigned,
2. Investigation determination,
3. Severity level affirmed or modified,
4. LAP suspension. The LAP may keep the jobs that they had scheduled, but cannot accept new jobs while suspended.
5. LAP deactivation. The LAP will be denied access to the system if they have a record of poor conduct and/or quality of service and any previously accepted assignments will be reassigned to another LAP.
6. Recommendation for subcontract termination sent to L&I
7. Referral to DSHS for decertification

b) Allegation not substantiated – No IRP incident assigned

c) Positive feedback shared with the LAP

6.8. Contractor must not allow LAPs to accept assignments at a specific location at the request of the requestor.

6.9. Contractor must give L&I staff administrator access to view and export any LAP Quality Assurance data listed in Deliverable 6.7.

6.10. Contractor must give LAPs the ability to view the following information on the Quality Assurance portal for any IRP incidents against them:

6.10.1. Summary of the complaint,

6.10.2. Type of incident (late cancellations, no-show, quality of interpretation services, professionalism, etc.),

6.10.3. Original IRP severity level,
6.10.4. Copies of all communications between the LAP and the Contractor regarding an incident,
6.10.5. Investigation results and severity level decision,
6.10.6. Suspension and deactivation start and end dates and times, *and*
6.10.7. Requestor block requests to include:
a) Job number,
b) Who submitted the request (name of the requestor, provider account name, and locations), *and*
c) Summary of the reason for requesting the LAP to be blocked, if a reason was provided by the requestor.

6.11. The Contractor must ensure that the LAPs follow DSHS code of ethics WAC 388-03-050.
6.11.1. Contractor must investigate when appropriate.
6.11.2. Contractor must submit a Revocation Request to DSHS Language Testing and Certification (LTC) when appropriate according to WAC 388-03-172.

Deliverable 7 – Customer Service
Due date: To be determined

7.1. The Contractor must give users the ability to provide feedback (complaints and compliments) through the system and over the phone and track the feedback to identify trends (e.g. technical issues, quality of interpretation, billing, scheduling practices, improvements).
7.2. The Contractor must develop and maintain a customer service plan for LAPs and requestors. The customer service plan must be approved by L&I prior to system implementation and must include at minimum:
7.2.1. Communication channels (toll-free hotline, email, portal, website),
7.2.2. Initial review, triage, and issue routing,
7.2.3. Department handling the complaints and staff qualifications,
7.2.4. Service Level Agreements (SLAs) for response times, resolution timeline, and escalation procedures per severity level:
a) Severity 1 (Critical) - Partial or complete system outage impacting critical business functions.
b) Severity 2 (Moderate) - Minor incidents that cause inconvenience but don't significantly impact business operations.
c) Severity 3 (Minor) - Incidents that have low impact to business operations and can be fixed during routine maintenance.
7.2.5. Support strategies to accommodate varying levels of user technical skills. This may include:
a) Remote assistance,
b) Self-service tools such as user guides or FAQs, *and*
c) User feedback mechanisms to improve support quality and responsiveness.
7.3. The Contractor must provide customer service to providers and LAPs during the statewide implementation of this contract. The Contractor is responsible for all related costs associated with providing customer service during implementation. The Contractor will be responsible for:
7.3.1. Responding to questions and assisting providers and LAPs during the registration process.
7.3.2. Responding to questions and assisting providers with booking interpreter services requests prior to system implementation.
7.4. The Contractor must provide and maintain a team of customer service staff available 24 hours a day, 7 days a week, 365-days a year (24/7/365) for all scheduled and on-demand interpretation services (OPI,

VRI, IPI) to users through a toll-free hotline, designated email address, and through the scheduling system. Requestors and LAPs may use these options to provide feedback and report any issues.

7.5. The Contractor must address all issues, concerns, and questions within two (2) business days unless prior approval received by L&I.

7.6. All feedback and complaints received by phone, email, and through the scheduling system and their resolutions must be recorded by the Contractor and provided to L&I per reporting requirements.

7.7. The Contractor must have scheduling coordinating staff members available to assist requestors in identifying LAPs and securing interpretation services for difficult to fill appointments.

Deliverable 8 – Community Engagement Plan
Due date: Five (5) business days after contract signed

8.1. The Contractor must develop and maintain a Community Engagement Plan to include at minimum:
- 8.1.1. Defining Community to include LEP injured workers and crime victims or their legal representatives, providers, advocates,
- 8.1.2. Vendor alignment with L&I's Mission and Values,
- 8.1.3. Option to submit concerns anonymously,
- 8.1.4. Clearly defined resolution process,
- 8.1.5. Contractor's participation in community forums to provide information about interpreter services available and address concerns, *and*
- 8.1.6. That the Contractor must provide language access (interpretation and translation) when communicating with the community in their preferred language and addressing concerns.

Deliverable 9 – Reporting Requirements
Due date: On-going

9.1. The Contractor shall establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractor's interpreter service data related to the work performed under this Contract.

Audit Report

9.2. The Contractor will submit an audit report to L&I starting on the date that is six (6) months from the date of this Contract, and annually thereafter. At minimum, the Contractor's audit report must include:
- 9.2.1. Summary of the Contractor's audit trail in the scheduling system to track and document all billing,
- 9.2.2. Summary of any billing and payment issues identified during the audit period to ensure compliance with L&I's fee schedule Chapter 14: Language Access Services (wa.gov) and WAC 296-20-125: Billing procedures,
- 9.2.3. Contractor must report to L&I in writing immediately upon becoming aware of any billing issues and suspected fraud,
- 9.2.4. Contractor must make the necessary billing adjustments,
- 9.2.5. Barriers, issues, and events that occurred during the audit period that impacted the requirements of this Contract and the actions taken by the Contractor to address and mitigate any issues,

9.2.6. Monthly comparison of the number of authorized LAPs and requestors participating under this Contract,
9.2.7. Monthly summary of all feedback received to include compliments and complaints and their resolutions,
9.2.8. Summary of outreach activities,
9.2.9. Monthly summary of preferred interpreter usage by requestor, *and*
9.2.10. Monthly comparison of the following data elements by language by County:
a) Interpreter requests received,
b) Unfulfilled rates,
c) Success rates,
d) LAP late rejections with the reasons provided by the LAP,
e) Number of requests where the requestor accepted a backup interpretation method if preferred method was not secured (e.g. from IPI to VRI or OPI),
f) LAP no-shows, *and*
g) Assumptions for declining numbers or rates of scheduled and on-demand OPI, VRI, and IPI appointments.

9.3. L&I will also perform periodic audits of Contractor for compliance with all contract deliverables.
9.3.1. L&I will perform audits quarterly for the first year, and annually thereafter.
9.3.2. If L&I identifies a problem during the audit, such as missing documentation, duplicate payments, or missing data elements for an encounter, the Contractor will have one month to report to L&I with an action plan to fix the problem. Contractor shall have no more than two (2) months to correct the issue to L&I's satisfaction.

On-demand reports

Due date: Prior to system implementation

9.4. The Contractor shall provide L&I access to its system so L&I can access real-time information and download standard and customized reports. Contractor shall perform any system coding necessary for L&I to review information and download reports containing any and all of the following information covering any timeframe, on demand:
9.4.1. Requests status reports that track and contain information regarding all requests from initial request to payment that include the following information for each request by language by County:
a) Unique job identifier/job number,
b) Authorized requestor's name,
c) Authorized requestor's location,
d) Date and time of request submitted in the system,
e) Date and time of appointment,
f) Language,
g) Type of service (IPI, OPI on-demand or scheduled, or VRI on-demand or scheduled),
h) Assigned LAP unique identifier/name,
i) Job status and time (filled/booked, completed, requested, LAP no-show, LEP no-show, requestor cancelled with reasons for cancellations, LAP accepted date and time, LAP rejected date and time with reasons if rejected within 24 hours of the appointment, unfulfilled),
j) Preferred LAP request and reason for requesting the specific LAP,
k) Booked time, *and*

l) LAP actual start and end times (check-in/out).

9.4.2. The status of each invoice and collection efforts, to include but not limited to:
a) Date invoice was approved by the LAP,
b) Date invoice was sent to the insurer,
c) Date invoice paid by the insurer to the Contractor and paid amount,
d) Suspended invoices,
e) Rejection reason to include EOB code and description,
f) Date Contractor followed up with the insurer for rejected or partial payments and response received by the insurer,
g) Documentation of any collection efforts and communications with the insurer including reconsideration for rejected invoices and partial payments,
h) Written confirmation that the invoice was received by the self-insured employer or their TPA (e.g. certified mail receipt, fax confirmation, or email confirmation), *and*
i) Date invoice paid to the LAP and paid amount.

9.4.3. OPI and VRI Services
a) Total number of requests,
b) Total number of incomplete/abandoned/dropped calls,
c) Average speed of first answers by agent (by seconds),
d) Average speed of answer after call transferred from agent to LAP (by seconds),
e) Average call length,
f) Average daily phone calls received,
g) Percent of calls answered within sixty (60) seconds,
h) Number of completed calls,
i) Number of unfulfilled calls or "cannot fill" requests, *and*
j) The amount of time the telephone system was inoperable in excess of one hour per incident.

9.4.4. LAP list, including:
a) Name of LAP,
b) Gender,
c) Address,
d) County,
e) Language,
f) Phone number,
g) Email,
h) Active date, *and*
i) Inactive date.

9.4.5. Authorized Requestors list, including:
a) Name of Requestor,
b) Address,
c) Email,
d) Phone number,
e) Provider ID,
f) Active date, *and*
g) Inactive date.

9.4.6. LAP Quality Assurance reports, including:

a) LAP late rejections and reasons provided by the LAP,
b) LAP no-shows,
c) LAP IRP incidents to include:
    1. Type of incident,
    2. Severity level,
    3. Date notification sent to the LAP,
    4. LAP dispute due date,
    5. Date LAP dispute received,
    6. Incident status,
    7. Resolution outcome, *and*
    8. Requestor block requests.

9.5. The Contractor shall give requestors the access and ability to download real-time/customizable reports of the following data specific to their use of interpretation services/encounters:
a) Unique job identifier/Booking ID,
b) Location of services,
c) Name of provider and LAP,
d) Time and date service provided,
e) Length of encounter, *and*
f) Status (Booked, completed, filled, unfulfilled, cancelled, rejected, no show, etc.).

No Confidential Information is allowed in these reports

9.6. The Contractor shall give LAPs the access and ability to download real-time/customizable reports with the following data specific to their assignments and invoices:
a) Unique job identifier/Invoice number,
b) Assignment status (offered, accepted, completed, cancelled, rejected, LAP no-show, or LEP no show),
c) Modality of appointment/encounter (IPI, VRI, OPI),
d) Rate of compensation,
e) Service date, time, and location,
f) Scheduled start and end times,
g) Check-in and check-out times,
h) Minutes billed,
i) Authorized reimbursable expense(s) if any,
j) Provider or their authorized staff's signature validating interpretation time,
k) Date invoice approved by the LAP,
l) Date invoice billed to the insurer, *and*
m) Invoice status and collection efforts to include but not limited to:
    1. Date invoice paid by the insurer to the Contractor,
    2. Date invoice paid to the LAP and paid amount,
    3. Suspended,
    4. Rejection reason to include Explanation of Benefits (EOB) code and description,
    5. Date Contractor followed up with the insurer for rejected or partial payments and response received by the insurer, *and*
    6. Documentation of any collection efforts and communications with the insurer.

No Confidential Information is allowed in these reports

Monthly Reports

Due date: First month after system implementation

9.7. The Contractor must submit customer service reports electronically to L&I by the tenth (10th) calendar day of the month following the month of services, with reporting to include the following information:

a) Job number,
b) Name of person submitting the feedback,
c) Date and time feedback received,
d) Type of complaint,
e) Summary of the complaint,
f) Date resolved, *and*
g) Summary of resolution.

9.8. The Contractor must develop a Public-Facing Utilization Dashboard, which contractor must update on a monthly basis by the tenth (10^{th}) calendar day following the month of services. The Public-Facing Utilization Dashboard must include the following information:

a) Interpreter requests received for each interpretation method (IPI, VRI, OPI) by language and by County,
b) Completed requests,
c) Open requests,
d) Target vs. success rate,
e) Target vs. unfulfilled rate,
f) Requestor cancelled requests within 24 hours of the appointment time, *and*
g) LAP rejected requests within 24 hours of the appointment time.

9.8.1. The Contractor's dashboard must adhere to L&I's externally facing website standards and must provide multiple filtering and view options by language, timeframe, and County.

Quarterly Reports

Due date: First quarter after system implementation

9.9. The Contractor must provide L&I with an outreach, community engagement, and LAP recruitment activities report including the following information:

a) Event name, date, and location/virtual,
b) Agenda and summary of information shared,
c) List of attendees (e.g. clinic name, community organizations, names of candidate LAPs),
d) Summary of feedback received, *and*
e) Resolution plan for any concerns.

9.10. The Contractor must submit a Quality Assurance Report that summarizes the Work Plan and all other deliverables including successes, challenges, outreach activities, and new initiatives to improve service delivery, including a timeline for such improvements.

Other Reports

9.11. L&I reserves the right to request other specific reports not identified herein. L&I Contract Manager will also forward any Public Records Requests and Requests for Information from the LAP Union. If the information is readily available by the Contractor, and in format easily accessible by L&I, the report shall be due within three working days. If the report requires further processing by the Contractor, i.e. system coding, or querying of data, the due date will be negotiated in writing between L&I and the Contractor.

Deliverable 10 – Requestor Service Agreement
Five (5) business days after contract signed

10.1. The Contractor must establish formal Interpretation Services Agreements with each L&I Provider account, which shall include at minimum the following terms and requirements:
- 10.1.1. Requestor's agreement to only submit interpreter requests for Washington industrial insurance claims (L&I and self-insured), crime victim claims, services requested/authorized by L&I or the self-insured employer or their TPA on closed claims, and treatment conditions accepted on a claim.
- 10.1.2. Requestor's compliance with all requirements listed in in Chapter 14: Language Access Services (wa.gov).
- 10.1.3. Requestor must pay for interpretation services rejected by L&I, self-insured employer or TPA, or Crime Victim's Compensation program, to include but not limited to the following rejection reasons:
  a) Claims rejected as federal, out-of-state, or tribal jurisdiction,
  b) Claims rejected due to no employer/employee relationship (not an industrial insurance claim),
  c) Invalid/incorrect claim information entered by the requestor,
  d) Medical treatment not authorized on the claim, *and*
  e) Claim closed prior to the date of service, services not authorized on the closed claim.
- 10.1.4. Requestor must notify the Contractor within one (1) business day when staff are no longer employed by them so the Contractor can deactivate the user in the system.
- 10.1.5. The same user may not register in the Contractor's system as a requestor and an LAP.
- 10.1.6. Requestor must comply with all data security requirements in K6063, to include:
  a) Each user must keep their own Unique User ID and Password confidential
  b) Requestor must comply with all data handling, protective measures, and immediate reporting requirements to L&I of any unauthorized access or disclosure.

10.2. The Requestor Service Agreements and any future amendments must be approved by L&I.

10.3. The Contractor cannot refuse to accept interpretation requests from a provider account without prior authorization from L&I.

Deliverable 11 – Self-Insured Employer or their Third Party Administrator Service Agreement
Five (5) business days after contract signed

11.1. The Contractor must establish service agreements with each self-insured employer or their TPA, which shall include at minimum the following terms and requirements:
- 11.1.1. Billing instructions, to include:
  a) Primary point of contact,
  b) Acceptable billing method by the self-insured employer or TPA and/or billing address,
  c) Acceptable billing form by the self-insured employer or their TPA,
  d) Bill reconsideration instructions, *and*
  e) Contractor must follow the dispute process with L&I's Self-Insurance program.
- 11.1.2. Require the TPA to notify the Contractor when they no longer administer a self-insured employer.
- 11.1.3. Payment for interpreter services within 60 days of properly submitted invoice per RCW 51.36.085: Payment of fees and medical charges by self-insurers—Interest, *and*
- 11.1.4. Timely response to L&I's Interpretation Services or Self-Insurance programs with any inquiries and/or disputes.

11.2. The Self-Insured Employer or their TPA Service Agreements and any future amendments must be approved by L&I.

11.3. The Contractor cannot refuse to accept interpretation requests from a provider account without prior authorization from L&I.

Deliverable 12 - Contractor's Website
Due date: To be determined

12.1. The Contractor must provide and maintain an L&I approved website for Requestors and LAPs to access information pertaining to interpretation services. The Contractor's website must include, at minimum information about:
- 12.2.1. Interpreter services available for L&I clients,
- 12.2.2. Registration process for providers and LAPs,
- 12.2.3. Resources and education materials for providers and LAPs,
- 12.2.4. Link to the scheduling system portal,
- 12.2.5. Link to the Interpretation Services L&I website,
- 12.2.6. Customer Service contact information,
- 12.2.7. Instructions on connection to the telephonic and video appointments, *and*
- 12.2.8. Instructions for LAPs, providers, workers and crime victims, and the general public to file complaints and provide feedback.

12.2. L&I reserves the right to review and approve the website on the working day prior to posting.

12.3. The Contractor's website must adhere to L&I's externally facing website standards.

12.4. Contractor must notify the L&I Contract Manager in advance of any substantial changes to the website content or processes via email.

12.5. Contractor agrees to submit to the L&I Contract Manager all promotional and publicity materials for review and approval before distribution.

Deliverable 13 - Security Requirements
Due date: To be determined
Must be completed before the Contractor stores any LAP and LEP claim, personal, or confidential information in their system.

13.1. The Contractor must:
- 13.1.1. Agree to Vulnerability and Penetration testing (free of charge) to be conducted by the Washington State Washington Technology Solutions agency Office of Cybersecurity (WaTech OCS). The Contractor must pass the Penetration test or make any and all changes required by the test within one month of the test.
- 13.1.2. Agree to any additional L&I data security requirements in order to use the API portal for claim information.
- 13.1.3. Notify L&I directly, and post online two working days prior to any system outage or unavailability of the Customer Service phones, and provide L&I notification within 24 hours of when an outrage/closure occurred due to an unplanned emergency/disaster.
- 13.1.4. The interpreter Scheduling System must (prior to providing interpreter services under this contract) comply with all *System Security Requirements*, Attachment H, to include:
  - a) Be cloud-based, with backup hosting servers in case the primary server is taken offline for any reason,
  - b) Be HIPAA compliant,
  - c) NOT have a data storage location outside the US,

d) Incorporate anti-bot software, such as Captcha,
e) Have scored an "A" grade on the independent testing group,
f) Have passed SOC2 Type 2 Audit for privacy of client information,
g) Be role-based,
h) Have a way to IP restrict the administrative roles or functions from the public, *and*
i) Provide MFA (Multi factor authentication) for administrative roles.

13.1.5. The Contractor must continue to use federations protocols, specifically SAML 2.0, ADFS, and/or Azure Active Directory. The preferred federations option is Azure AD due to its advance capabilities and compatibility with L&I's existing platforms. Multi-Federation solution must be capable if the Contractor has any established federations with any other Washington State agency under Washington Technology Solutions.

ATTACHMENT C - BUDGET

The insurer (L&I or Self-Insured Employer) will pay an amount not to exceed rates outlined in the *Budget Table* below for the performance of all things necessary for or incidental to the performance of work as set forth in the *Statement of Work*, Attachment B.

The insurer will pay the Contractor a set fee per encounter for administrative expenses, referred to as an "encounter fee". An encounter is initiated by the requestor, scheduled by the Contractor, and completed through the appointment attended by the Provider, Injured Worker/Crime Victim, and the LAP.

- If the encounter is for an injured worker or crime victim who has multiple claims, the insurer will only compensate the Contractor for **one** encounter fee.
- If the Contractor is not able to secure IPI services but successfully completes the request through OPI or VRI services, the contractor will receive the encounter fee specific for the services rendered.
- The Contractor will only be compensated one encounter fee if the Contractor secures multiple interpretation services (OPI, VRI, or IPI) or multiple LAPs for the encounter with the same provider and injured worker or crime victim.

Example Scenario:
Injured worker goes to emergency clinic without a prescheduled appointment. The requestor submits a request for on-demand in-person LAP. The contractor secures an in-person LAP. However, it will take the LAP 20 minutes to get to the service address. The contractor offers the requestor the use of OPI or VRI services until the in-person LAP shows up. The requestor accepts the use of OPI services until the in-person LAP shows up.

The Contractor must submit one bill and include the following charges (if applicable):

- Bill for one encounter fee
- Bill actual OPI services (per-minute)
- Bill actual IPI services (per-minute)

BUDGET TABLE

Interpretation Services	Encounter Fee
1. In-person Interpretation (IPI)	$
2. Video Remote Interpretation (VRI)	$
3. Over-the-Phone Interpretation (OPI)	$

The insurer does not provide Encounter compensation for:

a) Cancelled appointments
b) No-shows initiated by either party (injured worker or crime victim, LAP, or provider)
c) Interpreter services for claims that are not open and allowed

The insurer does pay for the injured worker and crime victim initial visit and claim re-openings.

NOTE: Only appointments for Independent Medical Exams (IMEs) may receive reimbursement for cancellations due to the injured worker not showing up for the appointment (Only one no-show per worker per day). See lists of interpretation services covered and not covered in Chapter 14: Language Access Services (wa.gov).

Contractor shall provide services consistent with its Subcontractor Inclusion Plan with invoices submitted to L&I as outlined in Contractor's Subcontractor Inclusion Plan. See also *Billing Procedures*, and, Attachment D, *Periodic Performance Report*.

The Contractor agrees that neither L&I nor the Self-Insured Employer shall be responsible for any additional costs or expenses incurred by Contractor in the performance of work described in this Agreement, which include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred by the Contractor. Furthermore, there are no start-up funds available for this Contract and no additional funding will be available for CBA implementation. Notwithstanding the foregoing, if any future, applicable CBA terms require Contractor to reimburse LAPs for cancellation fees or expenses related or incident to interpreting services that are not bundled into the fees for interpretation (such as travel, mileage, parking, tolls, ferries, or meals), the Contractor shall not be required to pay for such expenses out of any encounter fees and shall be permitted to separately seek reimbursement of such expenses from the Insurer. The Contractor shall be responsible for requesting proof of such expenses from the LAP and validating the expenses prior to billing the Insurer.

L&I offers no guarantee of volume or usage. In the event additional funds become available, any contract awarded may be renegotiated to provide for additional services (e.g., model development, implementation, etc.) subject to satisfactory completion of a previous phase.

EXTENSION CONTINGENCY

An extension shall be at the exclusive option of L&I and shall be affected by L&I giving written notice of extension. No change in terms and conditions shall be permitted during these extensions unless specifically set forth in the Contract and the total compensation shall remain firm and fixed.

PERFORMANCE MEASUREMENT AND MONITORING

Impacts and outcomes achieved as a result of the delivery of services may be measured and evaluated by L&I in a *Periodic Performance Measurement Report* form, **Attachment D**. L&I may evaluate Contractor performance at Contract completion and at least once a year. An annual evaluation will be conducted during the sixty-day period following the Contract anniversary date, except L&I can establish a date which better accommodates L&I's particular needs. The evaluation will cover a period ending with an established date. L&I may utilize the standardized *Periodic Performance Measurement Report* form and/or supplement the process with special performance factors peculiar to the specific contractual needs. Each evaluation shall include an assessment of the Contractor's efforts toward achieving L&I's objectives. The form is designed to aid L&I in referrals, clarify Contractor's duties and L&I expectations, and inform Contractors of their performance strengths and weaknesses.

The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below:

ATTACHMENT D – PERIODIC PERFORMANCE REPORT

Washington State Department of Labor & Industries **ATTACHMENT D, PERIODIC PERFORMANCE REPORT**		**L&I CONTRACT NO.**			
		KXXXX, SOW B-X			
L&I's Contract Manager may initiate this form at any time (periodically). ☐ Interim ☐ Final		**CONTRACTOR'S NAME**			
PREPARED BY		**CONTRACTOR CONTACT**			
DATE PREPARED					
PHONE NO.		**PERIOD OF PERFORMANCE MEASURED**			
E-MAIL		**START DATE**		**END DATE**	

SECTION 1 - RATINGS Please rate your experience by placing an "☒" in the appropriate column **1** (Did Not Meet Expectation), **2** (Met Expectation), **3** (Exceeded Expectation), or **N/A** (Not Applicable)	**RATING**			
	N/A	**1**	**2**	**3**
1. Contractor's overall expertise and use of effective project management skills	☐	☐	☐	☐
2. Performed statement of work/technical specification requirements to agency expectation	☐	☐	☐	☐
3. Performed technical work using approved standards, tools and methods	☐	☐	☐	☐
4. Performed work within project schedule	☐	☐	☐	☐
5. Performed work within project budget	☐	☐	☐	☐
6. Demonstrated professional communications	☐	☐	☐	☐
7. Provided accurate and properly constituted invoicing, including inclusion plan spend	☐	☐	☐	☐
8. Provided timely response and resolution to any problem or issue	☐	☐	☐	☐
9. Overall satisfaction with the quality of contract work and conduct of the contractor	☐	☐	☐	☐
	YES	**NO**		
10. Did Contractor complete all work (projects, deliverables, etc.) specified in the Contract/ Order?	☐	☐		
11. Would you recommend this Contractor?	☐	☐		

SECTION 2 - L&I'S NARRATIVE

It is the purpose of this Contract/Order to _____(e.g., provide, obtain, etc.)_____

_____

1.) THE CONTRACTOR WAS VERY GOOD IN THE FOLLOWING AREAS/SKILLS:

2.) THE CONTRACTOR NEEDS IMPROVEMENT IN THE FOLLOWING AREAS/SKILLS:

3.) PLEASE ELABORATE ON ANY AREAS IN SECTION 1 ABOVE WITH A RATING OF "1":

4.) ADDITIONAL COMMENTS, IF ANY ON OVERALL PERFORMANCE OR OTHER APPLICABLE ISSUES:

SECTION 3 - CONTRACTOR'S COMMENTS

Brief comments/suggestions from the Contractor for L&I's Contract Manager or L&I management.

ATTACHMENT E - ADDITIONAL DATA HANDLING REQUIREMENTS

This Attachment documents the data handling requirements for transferring, accessing and protecting L&I's network and/or data shared under the terms of this Contract.

DESCRIPTION OF DATA

In the execution of this Contract, L&I will be sending claim reports to the Contractor twice a week to assist the Contractor with verifying the claim information for service and billing. The claim reports will include restricted confidential information of any claimant (state fund and self-insured claims) with language of preference other than English.

Data provided within the context of this Contract is confidential, private, and contains sensitive details about claim number, claim status, claimant name, self-insured employer name, and accepted conditions.

The Contractor will have the following additional option for verifying claim information from L&I:

Automated Claim Information Line – 1-800-831-5227

A call will need to be made for each claim that needs to be verified by the Contractor.

DATA CLASSIFICATION DECLARATION

- **Category 1 – Public Information** that can be currently released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

- **Category 2 – Sensitive Information** may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

- **Category 3 – Confidential Information** is specifically protected from either release or disclosure by law. This includes, but is not limited to:

  - Personal information as defined in RCW 42.56.590 and RCW 19.255.10.
  - Information about public employees as defined in RCW 42.56.250.
  - Lists of individuals for commercial purposes as defined in RCW 42.56.070(9).
  - Information about infrastructure and security of computer and telecommunications networks as defined in RCW 42.56.420.

- **Category 4 – Confidential Information Requiring Special Handling (L&I calls this "Restricted Confidential")** is information that is specifically protected from disclosure by law and for which:

  - Especially strict handling requirements are dictated by laws, regulations, or agreements.
  - Serious consequences could arise from unauthorized disclosure, such as threats to health and safety or legal sanctions.

☒ **CHECK THE APPROPRIATE BOX**

<Specify the classification that applies to the data element(s) in the data set(s) being shared according to the L&I data classifications standards: Data Classification Standards>

☐ CONFIDENTIAL

A data classification for data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.

☒ RESTRICTED CONFIDENTIAL
A data classification for the most sensitive medical and business data within the agency. It is Confidential (as defined above); however, with a need for added protection. Its unauthorized access would seriously and adversely impact the organization, its customers, employees or subcontractor(s).

METHOD OF DATA ACCESS*<Check all boxes representing data access, data storage and data transfer scenarios that are applicable to this contract. >*
The data shall be provided by the "(e.g., state agency/business unit) "in the following format:

☐ Encrypted USB Drive/portable storage devise
☒ Encrypted electronic-mail
☐ US or CMS mail (Traceable delivery required (e.g. messenger, federal or commercial carrier, certified, return receipt mail).
☐ Secure File Transfer (Secure File Transfer (encrypted) required)
☐ On-line portal
☐ Direct connection to the network – if checked, describe connection architecture and processes targeted for collecting and/or transmission of agency data over the L&I network.
☐ Transmission by facsimile-prohibited
☒ Other <*Describe*> Secure WaTech folder. When an Application Programing Interface (API) is developed, the encrypted electronic email will no longer be used to share claim information with the Contractor.

Frequency of Data Exchange
☐ One time: data shall be delivered by _____ (date)
☒ Repetitive: frequency or dates Daily (M-F excluding holidays for WaTech secure folder); as needed using API.
☐ As available

CONTRACTOR-OWNED HARDWARE REQUIREMENTS
Contractor-owned hardware used to provide services under this Contract must, at a minimum utilize: encrypted drive(s), host-based firewall and anti-malware, up-to-date patching of operating system and application software.

AUTHORIZED ACCESS TO DATA
Access to the data is limited to Contractor Staff who are specifically authorized under *Access to L&I Resources*, Attachment F based on a business need-to-know. In accordance with the terms contained herein and prior to making the data available, the Contractor shall notify Contractor Staff with authorized access to the data of the **handling requirements and protective measures**.

USE OF DATA
The data provided shall be used and/or accessed only for the limited purposes of carrying out activities pursuant to this Contract as described herein. The data shall not be duplicated or re-disclosed without the prior written authority of the L&I Contract Manager. The Contractor shall not use the data for any purpose not specifically authorized under the terms of this Contract.

SECURITY OF DATA
The Contractor shall take due care to protect the data from unauthorized physical and electronic access, as described in this Contract, to ensure compliance with all appropriate federal laws and applicable provisions of Washington State law.

The **handling requirements and protective measures** for Restricted Confidential data while it is in motion and at rest are as follows:

GENERAL ACCESS	Access is based on business need-to-know. It is explicitly authorized by the L&I data owner to specific individuals.
TRANSMISSION OF DATA	A) Electronic file transfer— Secure file transfer (encrypted) required. B) Transmission by mail—Traceable delivery required (e.g. messenger, federal or commercial courier, certified, return receipt mail). C) Transmission by facsimile—prohibited. D) Electronic Mail – Encrypted email required. E) Portable Storage Media, e.g. CDs, DVDs, USB flash drives, tapes, etc. – Encryption Required.
PRINT	Store in a secured, lockable enclosure.
COPYING	Photocopying only with pre-authorized approval by the L&I Contract Manager. Photocopying minimized and only when necessary. Care must be taken to recover all originals and copies. Extra or spoiled copies must be disposed of properly (see Media Disposal below).
MEDIA DISPOSAL	A) Printed materials (reports and documents): Destruction is required (recycling is prohibited). Shredding or use of certified, marked and locked bins for shredding is appropriate. B) Removable magnetic or optical storage media (tape, diskettes, CDs): Media must be destroyed or deposited in certified bins specifically designated for magnetic media or "cleaned" using a U.S. Department of Defense-standard data cleaning program, and then may be reused.
PHYSICAL SECURITY OF DATA	Access to areas containing the data must be physically restricted. Data must be locked when left unattended.
ELECTRONIC DATA AT REST	If there is a need for data to be stored on a PC, the Contractor must assure unauthorized access cannot take place, including but not limited to password protection when PC is left unattended. Data stored on non-L&I equipment must be encrypted.
AUTHENTICATION OF USER IDENTITY	A) Authentication from inside an L&I facility for Contractor Staff to access internal LAN and computer systems—requires user ID and password B) Authentication for Contractor Staff from a location outside of an L&I facility—strong authentication (e.g., digital certificates, hardware, tokens, biometrics, etc.) is required.
DATA RECOVERY	Loss of the data or equipment – Legal notification to L&I's Contract manager is required.
DATA DISPOSITION (MEDIA DISPOSAL)	Upon completion of work, the data collected must be destroyed or returned to L&I. Attachment G, Certification of Data Disposition form is required.
SYSTEMS MANAGEMENT	Contractor shall ensure all systems, including portable systems are maintained with all best security practices including but not limited to up-to-date anti-virus protection, security patches, firewall(s), full disk encryption, etc.

TERMINATION OF ACCESS

Each party may at its discretion disqualify an individual authorized by the other party from gaining access to data. Notice of termination of access will be by written notice and become effective upon receipt by the other party. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.

ATTACHMENT F – ACCESS TO L&I RESOURCES

Related to Attachment E, *Additional Data Handling Standards*, L&I hereby allows Contractor Staff named below access to the Department's resources in order to provide the services under this Contract.

Contractor Staff Name: _____
Contractor Staff Supervisor: _____
Supervisor's Name, Title, Company, if Subcontractor

Contractor Staff Name: _____
Contractor Staff Supervisor: _____
Supervisor's Name, Title, Company, if Subcontractor

Contractor Staff Name: _____
Contractor Staff Supervisor: _____
Supervisor's Name, Title, Company, if Subcontractor

Contractor Staff Name: _____
Contractor Staff Supervisor: _____
Supervisor's Name, Title, Company, if Subcontractor

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Supervisor's Name, Title, Company, if Subcontractor

Contractor Staff Name: _____
Contractor Staff Supervisor: _____
Supervisor's Name, Title, Company, if Subcontractor

Contractor Staff Name: _____
Contractor Staff Supervisor: _____
Supervisor's Name, Title, Company, if Subcontractor

Additional authorized Contractor Staff shall be documented with a Memo of Understanding (MOU) that is numbered, signed and dated by both parties' Contract Managers in advance of L&I providing access.

Termination of access for any previously authorized Contractor Staff shall be documented in a numbered, signed and dated MOU.

ATTACHMENT G - CERTIFICATION OF DATA DISPOSITION

Instructions to Contractor: This form is to be completed by Contractor and returned to the L&I Contract Manager.

Date of Disposition: _____

Data disposition methods used periodically, AND upon completion of services under this SOW B-X: (select all that apply).

☒ **CHECK THE APPROPRIATE BOX**

☐ **All copies of any data sets related to this Contract have been wiped from all data storage systems and media.**

☐ **All on-line access accounts related to this Contract have been deleted.**

☐ **All printed and hard copy materials and all non-wiped computer media containing any data related to this Contract have been destroyed.**

☐ **All copies of data sets related to this Contract that have not been disposed of in a manner described above, have been returned to L&I.**

☐ **All copies of any data sets related to this Contract shall be retained for the purposes stated herein for a period of time not to exceed (e.g., one year, etc.), after which all data shall be destroyed or returned to L&I.**

I hereby certify, by signature below, that the data disposition requirements as provided in L&I Contract No. KXXXX have been fulfilled as indicated above. I am providing this completed Certification prior to submitting the final invoice to L&I's Contract Manager.

Company Name

_____

(Signature) ***(Date)***

_____

(Print Name)

_____

(Title)

ATTACHMENT H - SYSTEM SECURITY REQUIREMENTS

1. Solutions that will be hosted in the cloud by way of a SaaS (Software as a Service) product will need to meet the Washington State Office of the Chief Information Officer (OCIO) and Labor & Industries (L&I) regulatory requirements.
2. The system must be compatible with Azure systems.
3. The system will need to be HIPAA compliant, including the following (not an exhaustive list):
   a) All cloud solutions are subject to L&I AND the Washington State Washington Technology Solutions agency Office of Cybersecurity (WaTech OCS) security reviews.
   b) Depending on the category of data expected to be used, the solution may need to be reviewed and validated with Watech so that Active Directory can be used for user authentication. That implies support for Azure or some generic active directory federation services (ADFS).

      - *(Active Directory Federation Services (ADFS) is a software component developed by Microsoft that can be installed on Windows Server operating systems to provide users with single sign-on access to systems and applications located across organizational boundaries.)*

   c) Solution must score an "A" grade on the independent testing group, Qualys SSL Labs site, https://www.ssllabs.com with no significant security weaknesses.

      - *(Secure Sockets Layer (SSL) is a networking protocol designed for securing connections between web clients and web servers over an insecure network, such as the internet. After being formally introduced in 1995, SSL made it possible for a web server to securely enable online transactions between consumers and businesses.)*

   d) The hosting party must provide information regarding the security of their perimeter, i.e. firewall with UTMS such as IPS/IDS, DDOS, etc.

      - *(A unified threat management (UTM) system is a type of network hardware appliance, virtual appliance or cloud service that combines and integrates several security technologies.)*

   e) Hosting 3rd party must have passed SOC2 Type 2 Audit for privacy of client information.

      - *(Soc 2, pronounced "sock two" and more formally known as Service Organization Control 2, reports on various organizational controls related to security, availability, processing integrity, confidentiality or privacy. The standard for regulating these five issues was formed under the AICPA Trust Services Principles and Criteria.)*

   f) Solution must be role-based so that different user roles can be defined. i.e. admins, users, maintenance, etc.
   g) The solution should have a way to IP restrict the administrative roles or functions from the public.
   h) The solution should provide MFA (Multi factor authentication) for administrative roles.

ATTACHMENT I - 2025-2027 LAP COLLECTIVE BARGAINING AGREEMENT

Article	Section	CBA Text
1 UNION RECOGNITION	**1.2**	Posting of Agreement: C. Coordinating Entities will post the OFM/SHR/LRS webpage link to the current CBA on the webpage that is the primary interpreter access point.
3 UNION RIGHTS	**3.1**	The State/Agencies shall remain neutral on the question of union membership and union representation for LAPs. All questions addressed to the State/Agencies concerning membership or representation by the Union will be referred to the Union. The State/Agencies shall make union neutrality part of its contract terms with Coordinating Entities who deliver services established by this CBA.
3 UNION RIGHTS	**3.4**	Privacy: Public records requests concerning LAPs shall be in accordance with the Public Records Act and other legal authority. The State/Agency receiving the request shall notify the Union of public records requests for the following identifying information of LAPs covered by this CBA, as defined in RCW 41.56.030(11) and as provided to the State/Agencies and/or Coordinating Entities by the LAP: residential/business/mailing address, telephone numbers, email addresses, and dates of birth. The State/Agencies will redact LAPs' Social Security numbers on any document subject to a public records request. The notice to the Union shall be provided within seven (7) business days of the request to the State/Agency. This notification provision shall not be grievable. This section does not apply to information requests from governmental entities (city, county, state, federal, school districts, legislative, judicial, executive, etc.).
4 PROFESSIONAL DEVELOPMENT AND TRAINING	**4.2**	The State/Agencies or its Coordinating Entities will: A. Post a reference link to the National Standards on Culturally and Linguistically Appropriate Services (CLAS) on the Coordinating Entities' websites. B. Post a reference link to the DSHS Language Interpreter and Translator Code of Professional Conduct on the Coordinating Entities' websites. C. Post a reference link to the Union (Local 1671) website on the DSHS Language Testing and Certification (LTC) website. D. Annually distribute an electronic copy of the "DSHS Language Interpreter and Translator Code of Professional Conduct" to Medicaid medical providers. E. On a quarterly basis, make available to all authorized requestors an electronic tutorial guide on completion of work order forms.

4 PROFESSIONAL DEVELOPMENT AND TRAINING	**4.3**	Annual Communication to Authorized Requestors A. Communication to Medicaid Medical Providers and L&I authorized Medial and Vocational Providers After approval by the Union and the Agency, the Coordinating Entity(ies) will annually distribute to Medicaid medical providers and authorized Medical and Vocational Providers a one (1) page informational document relating to: 1. How the CBA applies to medical providers; 2. A reference to National Standards on CLAS; 3. A reference to the DSHS Language Interpreter and Translator Code of Professional Conduct; 4. A reference to Title VI of the Civil Rights Act of 1964; 5. A reference to the interpreting modalities (in-person interpreting (IPI), over-the-phone interpreting (OPI), or video remote interpreting (VRI) options available, as defined in Subsection 6.2 A of this CBA for Medicaid enrollee appointments and as defined in Section 6.3. A for L&I medical and vocational services) available to authorized requestors; and information about the interpreting modalities; and 6. Suggestions on how to work with LAPs.
5 REQUIRED DOCUMENTATION	**5.1**	Required Documentation A. The authorized requestor, the LAP and the language agency or Coordinating Entity shall be required to complete the appointment/encounter work order form and that shall be the only basis for payment by the Agencies and/or third parties, unless otherwise required by Medicaid regulations. C. All work order forms will be in electronic format, with the exception of appointments in the home or community, or when the electronic format is not available.
5 REQUIRED DOCUMENTATION	**5.2**	Pre-Acceptance of Appointment/Encounter Information Provided to LAPs (Job Offer) LAPs will have electronic capabilities to view the following information prior to accepting an appointment/encounter: A. Date of service; B. Language: C. Scheduled start and end times; D. Total time of appointment/encounter; E. Name of provider/clinic, when applicable to the Agency, including department, suite number, and/or other specific identifying information; F. Street address of the appointment's/encounter's location; G. Indication of appointment/encounter type and agency (i.e. medical or social services, or vocational and DCYF, DSHS, HCA, or L&I); H. Modality of appointment/encounter (i.e. IPI, OPI, or VRI); I. For L&I: Name of Insurer (L&I; crime victims compensation; or self-insured employer and, when applicable, third party administrator).

5 REQUIRED DOCUMENTATION	**5.3**	Post-Acceptance of Appointment/Encounter Information Provided to LAPs (Work Order) LAPs will have electronic capabilities to view the following information after accepting an appointment/encounter: A. Date of service; B. Name of customer/injured worker; C. Language: D. Scheduled start and end times; E. Total time of appointment/encounter; G. Total anticipated payable (or billable) service amount; H. Authorized reimbursable expense(s), if any; I. Name of provider/clinic, including department, suite number, and/or other specific identifying information; J. Street address of the appointment's/encounter's location; K. Indication of appointment/encounter type and agency (i.e. medical or social services, or vocational and DCYF, DSHS, HCA, or L&I); and L. Modality of appointment/encounter (i.e. IPI, OPI, or VRI).
5 REQUIRED DOCUMENTATION	**5.4**	Post-completion of Appointment/Encounter Information Provided to LAPs (Invoice) LAPs will have electronic capabilities to view the following information after completing an appointment/encounter: A. Date of service; B. Name of individual with LEP, if the name is available; C. Language: D. Scheduled start and end times; E. Total time of appointment/encounter; F. Actual start and end times; G. Total payable (or billable) service (time) amount; H. Authorized reimbursable expense(s), if any; I. Name of provider/clinic, when applicable to the Agency, including department, suite number, and/or other specific identifying information; J. Street address of the appointment's/encounter's location; K. Indication of appointment/encounter type and agency (i.e. medical or social services, or vocational and DCYF, DSHS, HCA, or L&I); L. Modality of appointment/encounter (i.e. IPI, OPI, or VRI); M. Job identifier: N. Rate of compensation: O. Authorized personnel's signature (time verification for paper invoices) P. Invoice status (billed, approved, paid, etc.); and Q. For L&I: Name of the insurer (L&I; crime victims compensation; or self-insured employer and, when applicable, third party administrator.
5 REQUIRED DOCUMENTATION	**5.5**	LAPs will receive a text message and/or an email notification for appointment/encounter modifications or cancellations made twenty-four hours or less before the original scheduled appointment/encounter time. The LAPs may choose their preferred form(s) of notification.
5 REQUIRED DOCUMENTATION	**5.7**	Work Orders with Incomplete Times B. For L&I Encounters LAPs much check in and out electronically using the Coordinating Entity's app to ensure the interpretation time is accurately captured. The Coordinating Entity may request additional information from the

		requestor to validate the interpreter services. C. General Application: If an authorized requestor does not respond to the Coordinating Entity's notification of an incomplete work order or request to validate the interpreter services within fourteen (14) calendar days of the appointment, then the LAP's submitted start and end time will be the basis for payment by the Agency and/or third parties. The LAP will be asked to confirm the appointment start and end times. LAPs must review and approve jobs within one-hundred-eighty (180) days from the service date. Failure to do so will result in non-payment. The Coordinating Entity will notify the LAP electronically when jobs have not been approved within one-hundred-fifty (150) days from the service date.
5 REQUIRED DOCUMENTATION	**5.8**	Disputed Times on Work Order A. If an authorized requestor does not respond to the Coordinating Entity's notification of a disputed work order within fourteen (14) calendar days of the appointment/encounter, then the LAP's submitted start and end times will be the basis for payment by the State and/or third parties. The LAP will be asked to confirm the appointment/encounter start and end times. B. When completing an electronic work order form, the authorized requestor has the discretion to also complete a paper format of the work order form if requested by the LAP. If there is dispute over the start or end times, the Coordinating Entity shall consider the paper format of the work order form. Decisions to not request the signing of a written form will not be a basis for judgment against a LAP who grieves any part of this Agreement CBA.
5 REQUIRED DOCUMENTATION	**5.9**	Background Checks Before providing interpreter services under this CBA and annually thereafter, the LAP will submit to a criminal history background check conducted by the Coordinating Entities or provide a copy of a recent background check per WAC 388-03-162 ("...before your certification or authorization status expires, you need to submit... a criminal background check by following the procedures on the LTC website...") to the Coordinating Entities. The LAP will not pay more than the actual costs to conduct the background check. The Coordinating Entities will provide an electronic notification of expiration to the LAP at least thirty (30) calendar days prior to the expiration of the background check.
6 ECONOMIC COMPENSATION	**6.10**	Labor and Industries Base Rates of Pay A. Effective July 1, 2025, the FY25 Agency Interpreter Service Fee Schedule for IPI, OPI, and VRI rates will be increased three and one-half percent (3.5%). (See CBA Appendix B-1) B. Effective July 1, 2026, the FY26 Agency Interpreter Service Fee Schedule for IPI, OPI, and VRI rates will be increased three percent (3%). (See CBA Appendix B-2)
7 ECONOMIC PROCESS	**7.1**	Punitive Fines Brokers, language agencies and/or Coordinating entity(ies) will not issue punitive fines to LAPs for alleged infractions.
7 ECONOMIC PROCESS	**7.2.B.4**	Payment Timelines 4. L&I Per RCW 51.36.080, the insurer has sixty (60) days to pay for properly billed services on approved workers' compensation claims. If the fees

		are determined not allowable, the Coordinating Entity will be required to bill the provider / requestor for the services.
7 ECONOMIC PROCESS	**7.2.C.2**	C. Remittance to LAP 2. L&I The Coordinating Entity must distribute all payments to LAPs (partial or full) within fifteen (15) days of receiving payment from L&I, the self-insured employers or their TPAs, the Crime Victims Compensation Program, or the requestor.
7 ECONOMIC PROCESS	**7.3**	Payment Delivery Method LAPs will have the options of receiving their paychecks directly through the postal service, or by direct deposit, or through another mutually agreed upon process, at no cost to the LAPs.
7 ECONOMIC PROCESS	**7.4**	Pay Sheets or Pay Stubs A. All remittances to LAPs will indicate the total deductions per Article 12, Dues and Other Voluntary Deductions and Status Reports, and describe the deductions as "union member dues" or "PEOPLE donation" or "voluntary deduction." B. All remittances to LAPs will indicate the total for that remittance and the calendar year-to-date totals of the following items: gross pay, any authorized travel reimbursements, per Section 6.8, and any deductions per Article 12, Dues and Other Voluntary Deductions and Status Reports. C. Each remittance will include the total hours worked; a list of invoices paid by the remittance, and any workers' compensation deductions.
7 ECONOMIC PROCESS	**7.5**	Overpayment Collection Process A. For an Overpayment of Two Hundred Dollars ($200.00) or less 1. When an Agency or the Coordinating Entity / third party contractor(s) determines that an LAP has been overpaid, the agency or the Coordinating Entity / third party contractor(s) will deduct the overpayment from the subsequent distribution of payment after providing ten (10) business days' electronic notice to the LAP of the upcoming deduction. In the event the subsequent distribution of payment is less than the overpayment amount, the amount will be deducted from additional payments to the LAP until the overpayment is recovered. 2. At the time the overpayment is withheld from the payment distribution, the LAP will be supplied with the amount of the overpayment, the job number(s), and a brief comment explaining the basis. B. For an Overpayment of more than Two Hundred Dollars ($200.00) 1. When the State or the Coordinating Entity / third party contractor(s) determines that an LAP has been overpaid, the State or the Coordinating Entity / third party contractor(s) will provide electronic notice to the LAP which will include the following items: a. The amount of the overpayment; b. The basis for the assessment of an overpayment; c. The job number(s); and d. The LAP's rights under the terms of this Agreement. 2. Method of Repayment a. Within thirty (30) calendar days of receiving the written notice, the

		LAP must choose whether to pay back the overpayment through deductions of subsequent payments or by a one-time payment made directly to the Coordinating Entity / third party contractor. b. Deductions to repay an overpayment amounting to two hundred dollars ($200.00) or more will take place over the subsequent six (6) pay periods, with equal payments each pay period. c. The parties can mutually agree to a shorter period of time to repay the overpayment through deductions. d. For overpayments amounting to two hundred dollars ($200.00) or more, if the LAP fails to choose between a one-time payment or equal payments over six (6) pay periods, the agency will authorize the Coordinating Entity / third party contractor(s) to make deductions from the LAP's paycheck in equal payments over six (6) pay periods. e. If after eight (8) pay periods since the date of the electronic notice, the overpayment has not been paid in full, the LAP must repay the Coordinating Entity / third party contractor the outstanding overpayment amount by check within thirty (30) calendar days. In the event the LAP does not repay the third party contractor, the third party contractor may seek other lawful methods to recover the outstanding amount. <u>C. Appeal Rights</u> Nothing herein prohibits the Union from grieving the determination or method of the overpayment collection per Article 8, Grievance Procedure of the CBA between the parties.
8 GRIEVANCE PROCEDURE	**8.3**	Filing and Processing <u>A. Time Requirements for Filing</u> A grievance must be filed within forty-five (45) calendar days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence ("the occurrence/knowledge date"). If an LAP chooses to use an informal dispute process of a State's Coordinating Entity, and the Coordinating Entity's decision through their informal dispute process is issued more than thirty (30) calendar days from the occurrence/knowledge date, the timeline for filing a grievance shall be extended for fifteen (15) calendar days from when the Coordinating Entity issues a decision. The Union may file a formal written grievance at Step 2 any time while the LAP is using the informal dispute process.
11 POLICIES AND REQUESTS FOR INFORMATION	**11.1**	Agency Policies If DCYF, DSHS, HCA, or L&I develops policies/guidelines affecting LAPs, the Agency will provide the Union with either a hard or electronic copy of these policies/guidelines. The Agency will provide to the Union any updates to these policies during the term of the Agreement. This Article is not intended to apply to internal personnel guidelines.
11 POLICIES AND REQUESTS FOR INFORMATION	**11.2**	Union Information Requests A. The State/Agency agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. B. The State/Agency will acknowledge receipt of the information request and will provide an estimated response date.

12 DUES AND OTHER VOLUNTARY DEDUCTIONS	**12.1**	Dues and Other Voluntary Deductions A. LAPs covered by this Agreement who are contracted through the Coordinating Entity(ies) with which an Agency contracts may elect to pay membership dues. The Coordinating Entity(ies) will deduct the monthly amount of dues, for LAPs who elect to pay dues. B. The Agencies agree to include in contracts with the Coordinating Entity(ies) a provision for up to two (2) additional voluntary deductions from the payments to LAPs. An authorization for such voluntary deduction(s) must be executed by the LAP and may be revoked by the LAP at any time by giving written notice to the Union. C. On a monthly basis, the Union will deliver electronically to the Coordinating Entity(ies) and the State an authorization/revocation list with the following information: 1. LAP name authorizing the deduction(s) or revocation(s); 2. Tax Identification Number or other unique identification number; and 3. Amount to be deducted for each authorized deduction, identified as "Dues", "Deduction #2" and "Deduction #3". In the event there are insufficient funds to cover each deduction, Dues will have priority over Deductions #2 and #3, and Deduction #2 will have priority over Deduction #3. Full, partial or no deductions may occur, depending on the amount available from the LAP's pay. D. When providing the Agencies and the Coordinating Entity(ies) with the list of LAPs who have affirmatively authorized the deduction of dues and any other amounts, the Union will include an attestation of the authenticity and accuracy of such list, indicating the Union has received voluntary, affirmative authorization from each individual listed. The Agencies and the Coordinating Entity(ies) shall honor the terms and conditions of each LAP's signed membership card. E. An LAP may revoke their authorization for dues deduction by written notice to the Union in accordance with the terms and conditions of their signed membership card. The Coordinating Entity(ies) will cease deducting dues after receipt of confirmation from the Union that the terms of the LAP's signed membership card regarding dues deduction revocation have been met. After the Coordinating Entity(ies) receives confirmation from the Union that the LAP has revoked authorization for dues deductions, the Coordinating Entity(ies) shall end the deductions no later than the second remittance to the LAP, per Section C7.2 C.1, after receipt of the confirmation. F. Upon request by an Agency, the Union shall provide the Agency with proof of an LAP's affirmative authorization for dues deduction. The Union will provide this proof to the State within ten (10) business days, unless the request is for more than twenty five (25) authorizations, in which case the parties will agree on an appropriate timeframe, which in no case will be longer than thirty (30) days. G. On the twentieth (20th) day of each month, deductions will be transmitted to the Union by the Coordinating Entity(ies) in two separate checks, one containing dues deductions and Deduction #3 funds, and one containing Deduction #2 funds. The Coordinating Entity will send these checks to no more than two (2) official Union addresses. For each individual for whom a deduction has been made, the Coordinating Entity(ies) will provide a list accompanying the payment containing the following:

		1. Full name of LAP; 2. Home address; 3. Tax Identification Number or other unique identification number; and 4. Total amount of each deduction. H. Reimbursement for transportation related expenses will not be subject to dues deductions.
12 DUES AND OTHER VOLUNTARY DEDUCTIONS	**12.2**	Notification to the Union The Agencies will require the Coordinating Entity(ies) to notify the Union electronically when the LAP completes all required paperwork to provide services under this Agreement. The notification to the Union will be provided on the fifth (5th) and twentieth (20th) days of each month. The notification shall include: A. Full name of LAP; B. Home address; C. Cell phone number, if available; D. Home phone number, if available; E. E-mail address, if available; F. Working language(s).
12 DUES AND OTHER VOLUNTARY DEDUCTIONS	**12.3**	Status Reports The Agencies will require its contracts with the Coordinating Entity(ies) to provide to the Union a report each month in an electronic format of the data listed in Subsections A-I below for each LAP in the bargaining unit who was paid through the Coordinating Entity(ies) as described in Section 12.1. A. Tax Identification Number or other unique identification number; B. LAP name; C. Home address; D. Email address, if available; E. Cell phone number, if available; F. Home phone number, if available; G. Working language(s); H. Total amount of time and dollar amount paid for each month for each modality; and I. Total amount deducted for each deduction type.
12 DUES AND OTHER VOLUNTARY DEDUCTIONS	**12.5**	Indemnification and Hold Harmless The Union and each LAP contracted through the Coordinating Entity(ies) agree, for the purpose of payment of union dues or other deductions, to indemnify and hold harmless from liability the State/Agencies and the Coordinating Entity(ies) (including any agency, officer, executive, employee, contractor or agent thereof) from all claims, demands, causes of action, lawsuits or other forms of liability (civil, administrative or otherwise) that may arise for or on account of any deduction made in accordance with this Article from the pay of such LAP or in the administration of benefits or expenditures by the Union from the deductions. These indemnification and hold harmless provisions also apply to any beneficiary, assign or successor in interest of the Union or an LAP.

L&I's goal is to provide external users with an accessible, usable, consistent and secure online experience. L&I has several requirements related to integrating vendor provided products into that online experience. This document summarizes what is required for a vendor to integrate a public facing components into L&I's overall online experience.

Gateway Module

All online services provided to external users must be available through lni.wa.gov or a subdomain. L&I offers two ways of achieving this: Layer 7 Routing/Proxying (preferred) or a unique subdomain. The vendor's product must be capable of leveraging one of these solutions.

Authentication Module

All external users must be authenticated via the state's identity provider in order to access category 3 or 4 information. This must be accomplished via SAML2 (for WA.gov and Secure Access Washington) or OIDC (WA.gov only). The vendor's product must support federating with multiple identity providers since both internal users (via EntraID) and external users (via SAW and/or WA.gov) must be supported at the same time.

Note: L&I is in the process of migrating from Secure Access Washington to WA.gov. During this migration vendors may be asked to update their federation to point to WA.gov if they don't already do so.

Note: If the vendor supports other state agencies, it must support L&I's federation with SAW and WA.gov as separate "application instances" within the identity providers.

Access Management Module

My L&I offers a self-serve mechanism for users to register for specific applications which includes the ability to collect additional information from the user. The vendor's product must enable the near real time transfer of this information via either webhooks or API calls for registering and revoking user access.

Public Facing User Interface Module

All vendor provided public facing user interfaces must meet WCAG 2.1 AA requirements for accessibility. They must be usable on phones, tablets and desktops. All vendor provided public facing user interfaces must follow basic usability best practices including quick page time to interactivity times, information density guidelines and others.

L&I requires that all public facing web user interfaces include the agency's common header and footer via EWN (Enterprise Web Navigation). This is a script tag that injects the header and footer as web components. These elements are required to meet the agency's usability goals and legal requirements for presenting certain links and documents on every page. The vendor's product must be able to include EWN on every public facing page. L&I will partner with the vendor to provide documentation and integration assistance.

Public Facing Requirements - Detail - Online Experience & Engineering

Version: 2026-03-16

Id	Description	When is this required?	How is this validated?
OXE-01	All public facing web user interfaces must meet all WCAG 2.1 AA criteria.	This requirement must always be met.	Validated with a heuristic review.
OXE-02	All public facing web user interfaces must be fully available and functional for use on a mobile device as well as laptop screen sizes.	This requirement must always be met.	Validated with a heuristic review.
OXE-03	All public facing web user interfaces must be fully available and functional for use via a touch screen as well as a keyboard and mouse.	This requirement must always be met.	Validated with a heuristic review.
OXE-04	All public facing web user interfaces must be fully available and functional for use on L&I's supported web browsers and screen readers.	This requirement must always be met.	Validated with a heuristic review.
OXE-05	All public facing user interfaces must include L&I's common navigation elements (EWN) using the appropriate header and footer for the particular application as described in the integration guide.	This requirement must always be met.	Validated with a heuristic review.
OXE-06	All public facing user interfaces must not display vendor logos, branding, internal system names or version numbers.	This requirement must always be met.	Validated with a heuristic review.
OXE-07	All public facing web user interfaces must be have a public url of secure.lni.wa.gov or a subdomain of lni.wa.gov	This requirement must be met unless L&I decides to host the product on an alternate domain of its choosing.	
OXE-08	Public facing systems must federate with WA.gov via SAML or OIDC. Some solutions may be required to federate with the legacy solution: SAW as well.	This requirement must be met when the product requires external users to sign in.	
OXE-09	All public facing web user interfaces must not have debug code in the production environment.	This requirement must always be met.	
OXE-10	The vendor must provide at least two environments for hosting public facing web user interfaces: - A production environment for external users to access - A test environment for integration and validation.	This requirement must always be met.	
OXE-11	All public facing web user interfaces must have a Flesch–Kincaid readability score from 70.0 to 60.0	This requirement must be met when there is prose text (text other than form labels) in the product.	Validated with a heuristic review.
OXE-12	All public facing web user interfaces must be usable with a modern look & feel.	This requirement must always be met.	Validated with a heuristic review.

OXE-13	All public facing web pages must have a "First Contentful Paint" metric of less than 1800 milliseconds from when the page starts loading.	This requirement must always be met.	Validated with Lighthouse.
OXE-14	All public facing web pages must have a "Largest Contentful Paint" less than 2500 milliseconds from when the page starts loading.	This requirement must always be met.	Validated with Lighthouse.
OXE-15	All public facing web pages must have a "Interaction to Next Paint" less than 200 milliseconds from the user initiating the interaction.	This requirement must always be met.	Validated with Lighthouse.
OXE-17	All public facing products must be integrated with My L&I	This requirement must be met when the business or security requirements require external users to sign in.	
OXE-20	External users must not be required to choose between signing in as an internal or as an external user.	This requirement must be met when the business or security requirements require external users to sign in.	
OXE-21	All public facing web user interfaces must be fully available and functional for use without requiring the user to install additional plugins or extensions.	This requirement must always be met.	
OXE-22	All public facing web user interfaces must be supported by agency support teams at Tier-1.	This requirement must always be met.	

EXHIBIT 1: IN-PERSON INTERPRETATION (IPI) REQUESTS SUBMITTED WITH MORE THAN 24 HOURS ADVANCE NOTICE

Languages Required and Quarterly Requests Received
Q1: January 1st - March 30th Q2: April 1st - June 30th Q3: July 1st - September 30th
Q4: October 1st - December 31st

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
King	**9,631**	**10,916**	**10,205**	**10,817**	**41,569**
Spanish	8,238	9,182	8,435	8,940	34,795
Russian	184	206	272	276	938
Amharic	121	189	276	255	841
Vietnamese	197	266	142	231	836
Dari	85	95	204	231	615
Arabic	124	200	128	99	551
French	120	83	102	56	361
Punjabi	43	65	105	97	310
Mandarin	40	150	65	52	307
Somali	60	58	67	104	289
Cantonese	47	59	76	83	265
Farsi	55	31	66	91	243
Korean	44	57	29	71	201
Tigrinya	83	26	18	8	135
Ukrainian	15	29	36	44	124
Swahili	49	49	10	8	116
Tagalog	14	31	21	11	77
Laotian	2	4	31	30	67
Pashto	6	20	16	24	66
Cambodian	16	24	12	2	54
Burmese	5	3	18	26	52
Thai	12	9	8	13	42
Haitian/Haitian Creole	5	10	14	12	41
Portuguese	6	14	6	7	33
Khmer	9	11	7	4	31
Nuer	20	0	0	0	20
Persian	3	11	2	2	18
Japanese	0	1	7	8	16
Filipino	3	7	3	1	14
Oromo	3	5	1	2	11
Italian	2	1	2	3	8
Kinyarwanda	0	3	3	1	7
Hindi	2	2	1	2	7
Bosnian	1	2	2	2	7
Albanian	2	1	1	2	6
Marshallese	3	3	0	0	6
Soninke	1	0	4	0	5

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Romanian	0	3	1	1	5
Bengali	0	0	2	3	5
Kurdish	0	0	3	1	4
Hungarian	3	0	1	0	4
Wolof	0	0	1	2	3
Bulgarian	0	0	0	3	3
Samoan	0	0	1	2	3
Fijian	0	0	1	1	2
Croatian	1	0	1	0	2
Kirundi	0	2	0	0	2
Pushto	0	1	0	1	2
Bambara	0	0	0	1	1
Turkish	1	0	0	0	1
Mixteco	0	0	0	1	1
Mepali	1	0	0	0	1
Nepali	1	0	0	0	1
Chinese	0	1	0	0	1
Lingala	0	1	0	0	1
Polish	0	0	1	0	1
Chuukese	0	0	1	0	1
Other	0	0	0	1	1
Taiwanese	0	0	1	0	1
Kikuyu	0	0	0	1	1
Bangla	0	0	1	0	1
Nepalese	1	0	0	0	1
Bemba	0	0	0	1	1
Serbian	1	0	0	0	1
Indonesian	1	0	0	0	1
Sinhala/Sinhalese	0	1	0	0	1
Flami/fula/Fulani or Fulfulde	1	0	0	0	1
Snohomish	**7,951**	**7,630**	**7,357**	**7,189**	**30,127**
Spanish	7,462	7,176	6,986	6,905	28,529
Russian	66	144	73	77	360
Arabic	101	79	62	42	284
French	59	68	43	23	193
Vietnamese	53	25	31	19	128
Farsi	18	33	50	27	128
Mandarin	43	15	29	6	93
Korean	14	22	7	31	74
Thai	35	6	3	8	52
Persian	2	14	15	16	47
Amharic	20	6	5	10	41
Ukrainian	13	8	8	1	30
Cambodian	9	8	1	4	22

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Punjabi	10	4	4	1	19
Portuguese	11	5	0	0	16
Tigrinya	12	0	2	1	15
Tagalog	0	5	9	1	15
Marshallese	3	3	4	1	11
Cantonese	4	0	4	0	8
Lingala	0	0	4	3	7
Swahili	4	1	1	1	7
Nepali	0	0	6	0	6
Mixteco	2	3	1	0	6
Dari	0	2	1	3	6
Hindi	4	0	0	1	5
Bosnian	0	2	2	1	5
Urdu	0	0	1	4	5
Indonesian	3	0	0	1	4
Oromo	1	0	2	0	3
Laotian	2	0	0	0	2
Samoan	0	0	1	0	1
Hmong/Mong	0	1	0	0	1
Pashto	0	0	1	0	1
Chinese	0	0	1	0	1
Japanese	0	0	0	1	1
Albanian	0	0	0	1	1
Yakima	**6,296**	**5,129**	**5,342**	**5,935**	**22,702**
Spanish	6,294	5,124	5,340	5,933	22,691
Russian	1	1	1	1	4
Somali	0	2	0	0	2
Swahili	1	0	0	0	1
French	0	0	1	0	1
Bosnian	0	0	0	1	1
Mandarin	0	1	0	0	1
Serbian	0	1	0	0	1
Pierce	**5,884**	**5,850**	**5,508**	**5,134**	**22,376**
Spanish	5,532	5,437	5,104	4,693	20,766
Korean	104	87	99	129	419
Russian	65	66	98	48	277
Arabic	35	44	25	72	176
Vietnamese	19	18	41	52	130
Mandarin	16	49	17	3	85
Swahili	9	28	26	4	67
French	32	3	2	14	51
Samoan	2	2	2	40	46
Thai	9	8	20	7	44
Cambodian	2	25	12	5	44

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Ukrainian	8	10	4	10	32
Cantonese	12	8	4	4	28
Dari	2	6	12	7	27
Punjabi	1	16	4	4	25
Nepali	0	12	3	3	18
Farsi	3	3	7	4	17
Amharic	2	2	2	9	15
Haitian/Haitian Creole	9	2	2	1	14
Khmer	3	2	4	5	14
Kinyarwanda	0	0	0	13	13
Hindi	3	5	0	0	8
Somali	1	4	1	1	7
Tagalog	4	1	2	0	7
Burmese	0	1	4	2	7
Laotian	1	2	3	0	6
Cebuano	2	1	2	0	5
Pashto	0	0	3	1	4
Bosnian	1	3	0	0	4
Lingala	0	0	3	1	4
Taiwanese	2	0	0	0	2
Other	0	0	0	2	2
Armenian	2	0	0	0	2
Hungarian	0	2	0	0	2
Mepali	1	0	0	0	1
Tigrinya	0	0	1	0	1
Cebuano/Visayan	0	1	0	0	1
Albanian	0	0	1	0	1
Portuguese	1	0	0	0	1
Marshallese	0	1	0	0	1
Romanian	1	0	0	0	1
Oromo	0	1	0	0	1
Benton	**4,100**	**4,605**	**4,467**	**4,162**	**17,334**
Spanish	4,083	4,592	4,461	4,155	17,291
Russian	6	1	3	1	11
Arabic	0	7	1	0	8
Somali	4	1	0	0	5
Vietnamese	1	0	0	2	3
Burmese	1	0	0	1	2
Karen	1	1	0	0	2
Swahili	0	1	1	0	2
Hindi	0	0	0	2	2
Pashto	1	0	1	0	2
Samoan	1	0	0	1	2
Guatemalan	1	0	0	0	1

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Ukrainian	0	1	0	0	1
Oromo	0	1	0	0	1
Tagalog	1	0	0	0	1
Skagit	**3,604**	**3,549**	**3,590**	**3,173**	**13,916**
Spanish	3,600	3,541	3,578	3,152	13,871
Mixteco	0	0	5	14	19
Punjabi	0	5	2	1	8
Russian	0	0	2	3	5
Marshallese	1	0	1	1	3
Serbian	0	1	0	1	2
Vietnamese	0	1	0	1	2
Triki Bajo	0	0	1	0	1
Somali	1	0	0	0	1
Cambodian	1	0	0	0	1
Portuguese	0	0	1	0	1
Farsi	0	1	0	0	1
Romanian	1	0	0	0	1
Chelan	**1,068**	**1,059**	**993**	**1,061**	**4,181**
Spanish	1,068	1,059	993	1,061	4,181
Whatcom	**845**	**891**	**953**	**1,188**	**3,877**
Spanish	781	845	913	1,134	3,673
Hindi	40	24	21	24	109
Punjabi	15	2	7	9	33
Russian	2	8	1	17	28
Vietnamese	7	10	5	1	23
Ukrainian	0	2	5	1	8
French	0	0	0	1	1
Korean	0	0	0	1	1
Thai	0	0	1	0	1
Thurston	**887**	**830**	**920**	**987**	**3,624**
Spanish	795	794	899	963	3,451
Korean	50	9	10	9	78
Vietnamese	20	5	2	5	32
Mandarin	8	5	1	0	14
Swahili	5	6	2	0	13
Russian	4	1	1	2	8
Tagalog	0	2	0	4	6
Chuukese	0	3	0	0	3
Thai	2	1	0	0	3
Ukrainian	0	3	0	0	3
Laotian	2	0	1	0	3
Cantonese	0	0	3	0	3
Oromo	0	0	0	3	3
Cambodian	0	1	1	0	2

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Somali	1	0	0	0	1
Arabic	0	0	0	1	1
Grant	**592**	**1,053**	**976**	**965**	**3,586**
Spanish	590	1,052	976	965	3,583
Tagalog	1	1	0	0	2
Mandarin	1	0	0	0	1
Franklin	**867**	**820**	**750**	**793**	**3,230**
Spanish	866	820	748	789	3,223
Russian	0	0	0	3	3
Karen	1	0	0	1	2
Swahili	0	0	1	0	1
Burmese	0	0	1	0	1
Lewis	**428**	**624**	**798**	**752**	**2,602**
Spanish	428	624	797	752	2,601
Bosnian	0	0	1	0	1
Clark	**510**	**588**	**562**	**577**	**2,237**
Spanish	501	583	541	573	2,198
Russian	1	1	18	3	23
Bosnian	3	2	1	0	6
Cantonese	2	0	0	0	2
Vietnamese	0	1	0	1	2
Thai	0	0	1	0	1
Farsi	0	1	0	0	1
Arabic	1	0	0	0	1
Romanian	1	0	0	0	1
Japanese	0	0	1	0	1
Mandarin	1	0	0	0	1
Spokane	**320**	**361**	**425**	**372**	**1,478**
Spanish	231	271	337	247	1,086
Russian	59	50	42	64	215
Dari	4	4	5	24	37
Marshallese	5	9	12	9	35
Arabic	4	9	3	4	20
Swahili	1	0	10	7	18
Ukrainian	3	4	4	4	15
Bosnian	2	4	6	2	14
Burmese	3	5	2	0	10
Tigrinya	2	1	0	3	6
Amharic	0	0	0	6	6
Punjabi	5	0	0	0	5
Vietnamese	0	2	0	0	2
Serbian	1	0	1	0	2
Somali	0	0	2	0	2
Haitian/Haitian Creole	0	0	0	1	1

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Kinyarwanda	0	1	0	0	1
Cantonese	0	0	1	0	1
Thai	0	1	0	0	1
Tagalog	0	0	0	1	1
Cowlitz	**129**	**64**	**116**	**82**	**391**
Spanish	129	63	116	81	389
Chuukese	0	0	0	1	1
Russian	0	1	0	0	1
Washington	**50**	**53**	**55**	**58**	**216**
Spanish	48	52	55	58	213
Somali	0	1	0	0	1
Albanian	1	0	0	0	1
Pashto	1	0	0	0	1
Multnomah	**25**	**53**	**25**	**14**	**117**
Spanish	25	53	25	14	117
Douglas	**14**	**27**	**39**	**29**	**109**
Spanish	14	27	39	29	109
Kitsap	**11**	**22**	**61**	**10**	**104**
Spanish	11	22	60	9	102
Tagalog	0	0	0	1	1
Farsi	0	0	1	0	1
Mason	**3**	**21**	**50**	**25**	**99**
Spanish	3	21	50	25	99
Grays Harbor	**4**	**10**	**24**	**10**	**48**
Spanish	4	9	23	10	46
Thai	0	1	0	0	1
Farsi	0	0	1	0	1
Clackamas	**1**	**4**	**5**	**1**	**11**
Spanish	1	4	5	1	11
Kittitas	**6**	**0**	**2**	**1**	**9**
Spanish	6	0	0	1	7
Ukrainian	0	0	1	0	1
French	0	0	1	0	1
Pacific	**0**	**4**	**0**	**0**	**4**
Spanish	0	4	0	0	4
Walla Walla	**1**	**1**	**1**	**1**	**4**
Spanish	1	1	1	1	4
Jefferson	**2**	**0**	**0**	**0**	**2**
Spanish	2	0	0	0	2
Okanogan	**2**	**0**	**0**	**0**	**2**
Spanish	2	0	0	0	2
Adams	**1**	**1**	**0**	**0**	**2**
Spanish	1	1	0	0	2

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Umatilla	**0**	**1**	**0**	**0**	**1**
Spanish	0	1	0	0	1
Kootenai	**0**	**0**	**1**	**0**	**1**
Spanish	0	0	1	0	1
Grand Total	**43,232**	**44,166**	**43,225**	**43,336**	**173,959**

EXHIBIT 2: IN-PERSON INTERPRETATION (IPI) REQUESTS SUBMITTED WITHIN 24 HOURS OF THE APPOINTMENT

Languages Required and Quarterly Requests Received
Q1: January 1st - March 30th Q2: April 1st - June 30th Q3: July 1st - September 30th
Q4: October 1st - December 31st

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Yakima	**2,896**	**2,447**	**2,954**	**2,556**	**10,853**
Spanish	2,892	2,447	2,952	2,556	10,847
Haitian/Haitian Creole	2		2		4
Somali	1				1
Samoan	1				1
King	**2,253**	**2,638**	**2,743**	**2,440**	**10,074**
Spanish	2,119	2,444	2,533	2,207	9,303
Russian	10	30	34	55	129
Vietnamese	21	42	27	29	119
Dari	24	22	30	34	110
Arabic	8	24	13	9	54
Punjabi	12	5	9	11	37
Amharic	4	8	14	10	36
Mandarin	3	9	13	7	32
French	6	12	8	6	32
Ukrainian	4	6	4	16	30
Cantonese	4	7	14	2	27
Korean	5	5	5	10	25
Somali	5	4	3	10	22
Pashto	4	6	5	7	22
Farsi	2		8	9	19
Haitian/Haitian Creole	2	2	6	1	11
Tagalog	2	5		1	8
Tigrinya	2	1	2	2	7
Marshallese	5	1			6
Portuguese			4	2	6
Cambodian	3	2			5
Swahili	2		3		5
Burmese	1			3	4
Other	1		2	1	4
Hindi			1	2	3
Kinyarwanda			3		3
Turkish				2	2
Persian				2	2
Thai	1		1		2
Pushto		1	1		2
Laotian				1	1
Oromo	1				1
Japanese				1	1

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Kurdish	1				1
Bosnian		1			1
Romanian		1			1
Nuer	1				1
Skagit	**2,445**	**2,499**	**2,349**	**2,698**	**9,991**
Spanish	2,445	2,499	2,345	2,691	9,980
Russian				7	7
Samoan			2		2
Mixteco			1		1
Arabic			1		1
Snohomish	**2,095**	**2,083**	**2,043**	**1,594**	**7,815**
Spanish	2,048	2,027	1,979	1,558	7,612
French	11	13	20	2	46
Russian	12	12	6	4	34
Arabic	6	5	10	6	27
Korean	2		5	7	14
Vietnamese	6	3	2	1	12
Farsi	4	1	3	2	10
Persian		3	3	3	9
Mandarin	1	4	3		8
Ukrainian	1	2	3	1	7
Thai	1	2	2		5
Amharic			2	3	5
Tagalog		4			4
Albanian		2		2	4
Nepali			4		4
Punjabi	2	1			3
Portuguese		1		2	3
Other	1			1	2
Tigrinya			1		1
Hindi				1	1
Dari		1			1
Hmong/Mong		1			1
Indonesian				1	1
Oromo		1			1
Benton	**852**	**980**	**1,000**	**1,229**	**4,061**
Spanish	851	978	999	1,227	4,055
Karen	1			2	3
Russian		2			2
Haitian/Haitian Creole			1		1
Franklin	**857**	**1,137**	**977**	**830**	**3,801**
Spanish	857	1,132	974	826	3,789
Russian		2		4	6
Swahili		1	3		4

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Somali		2			2
Pierce	**727**	**835**	**938**	**583**	**3,083**
Spanish	567	607	668	472	2,314
Russian	138	208	240	71	657
Korean	6	6	11	23	46
Swahili	1	3	6		10
Vietnamese			4	5	9
Cantonese	3	3	2		8
Ukrainian	4			1	5
Dari	1	1	1	1	4
Arabic	2		1	1	4
French	1	1		1	3
Cambodian		2	1		3
Tagalog	1			1	2
Haitian/Haitian Creole			1	1	2
Samoan				2	2
Other		1	1		2
Hindi		2			2
Punjabi				2	2
Thai			1	1	2
Nepali				1	1
Farsi	1				1
Kinyarwanda			1		1
Mandarin	1				1
Rundi		1			1
Marshallese	1				1
Chelan	**187**	**179**	**335**	**277**	**978**
Spanish	187	179	335	277	978
Whatcom	**72**	**77**	**130**	**112**	**391**
Spanish	69	75	127	108	379
Hindi	2	1		2	5
Russian			1	2	3
Vietnamese		1	1		2
Samoan	1				1
Punjabi			1		1
Grant	**63**	**42**	**64**	**130**	**299**
Spanish	63	42	64	130	299
Thurston	**60**	**36**	**51**	**37**	**184**
Spanish	58	35	49	36	178
Korean			1	1	2
Vietnamese	1				1
Swahili	1				1
Mandarin		1			1
Russian			1		1

County/Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Clark	**30**	**30**	**33**	**17**	**110**
Spanish	30	28	31	13	102
Russian		2	2	2	6
Tagalog				1	1
Arabic				1	1
Spokane	**34**	**14**	**13**	**13**	**74**
Spanish	28	8	11	6	53
Russian	1	4	1		6
Arabic		1		3	4
Burmese	1		1		2
Marshallese	2				2
Bosnian		1		1	2
Ukrainian				1	1
Cantonese				1	1
Vietnamese	1				1
Thai	1				1
Tigrinya				1	1
Lewis	**7**	**9**	**11**	**21**	**48**
Spanish	7	9	11	21	48
Washington	**4**	**1**	**2**	**2**	**9**
Spanish	4	1	2	2	9
Multnomah		**5**	**3**		**8**
Spanish		5	3		8
Kitsap	**2**		**3**	**3**	**8**
Spanish	2		3	3	8
Cowlitz	**1**	**1**	**2**		**4**
Spanish	1	1	2		4
Clackamas			**3**	**1**	**4**
Spanish			3	1	4
Okanogan			**2**		**2**
Spanish			2		2
Grand Total	**12,585**	**13,013**	**13,656**	**12,543**	**51,797**

EXHIBIT 3: PRESCHEDULED OVER-THE-PHONE INTERPRETATION (OPI) REQUESTS

Languages Required and Quarterly Requests Received
Q1: January 1st - March 30th Q2: April 1st - June 30th Q3: July 1st - September 30th
Q4: October 1st - December 31st

Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Spanish	521	678	500	433	2,132
Cambodian	2	2	49	13	66
Russian	12	7	15	6	40
Cantonese	4	1	31	2	38
Vietnamese	5	11	7	13	36
Farsi	18	7	2	2	29
Marshallese		8	14	7	29
Pashto	7	9	8	4	28
Amharic	9	6	7	4	26
Somali	2	7	9	7	25
Korean	9	8	4	4	25
Dari	3	5	13	4	25
Arabic	3	5	8	6	22
French	4	8	2	2	16
Bosnian	3	1	7	4	15
Haitian/Haitian Creole	4	7	4		15
Mandarin	4	6	2	2	14
Persian		1	9	4	14
Portuguese	3	7	1	2	13
Mixteco	4		5	4	13
Ukrainian	1	2	5	2	10
Thai	2	2	1	4	9
Tagalog	2	3	4		9
Burmese	3	2	1	2	8
Oromo			7	1	8
Tigrinya	3	1	2	1	7
Laotian	3		1	2	6
Punjabi	3	1	1	1	6
Samoan		1	1	4	6
Swahili	1	1	2	1	5
Kurdish		2	3		5
Kinyarwanda			3	1	4
Bulgarian				4	4
Serbian		1	2		3
Filipino		1	1	1	3
Other	3				3
Nepali		1		1	2
Hungarian				1	1
Armenian	1				1
Pushto			1		1

Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Karen				1	1
Khmer				1	1
Albanian		1			1
Romanian				1	1
Oaxaca			1		1
Croatian				1	1
Grand Total	**639**	**803**	**733**	**553**	**2,728**

EXHIBIT 4.1: ON-DEMAND OVER-THE-PHONE INTERPRETATION (OPI) REQUESTS

Languages Required and Quarterly Requests Received
Q1: January 1st - March 30th Q2: April 1st - June 30th Q3: July 1st - September 30th
Q4: October 1st - December 31st

Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Spanish	2,385	4,898	5,319	5,694	18,296
Russian	56	120	92	81	349
Farsi	25	50	50	38	163
Arabic	10	36	30	30	106
Mandarin	21	19	30	23	93
Vietnamese	8	39	23	11	81
Dari	8	13	11	26	58
French	4	15	11	11	41
Korean	9	18	2	3	32
Creole	0	9	15	8	32
Somali	7	11	5	0	23
Cantonese	2	5	4	6	17
Punjabi	1	4	2	6	13
Ukrainian	1	6	4	1	12
Portuguese	1	2	4	1	8
Haitian/Haitian Creole	1	2	3	0	6
Tigrigna	0	1	4	1	6
Pashto	0	0	1	3	4
Cambodian	0	0	0	4	4
English	0	0	1	1	2
Tigrinya	1	0	0	0	1
Bosnian	0	0	1	0	1
Persian	0	0	1	0	1
Grand Total	**2,540**	**5,248**	**5,613**	**5,948**	**19,349**

EXHIBIT 4.2: ON-DEMAND OVER-THE-PHONE INTERPRETATION (OPI) REQUESTS TRANSFERRED/COVERED BY STATEWIDE VENDOR

Languages Required and Quarterly Requests Received
Q1: January 1st - March 30th Q2: April 1st - June 30th Q3: July 1st - September 30th Q4: October 1st - December 31st

Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Spanish	3,765	153	11	30	3,959
Vietnamese	62	56	81	92	291
Farsi (Persian)	60	44	57	78	239
Amharic	53	59	50	61	223
Russian	124	19	17	25	185
Korean	40	25	19	55	139
Dari	39	19	30	36	124
Somali	28	19	42	30	119
French	23	38	27	14	102
Marshallese	15	33	17	33	98
Arabic	43	18	12	13	86
Cambodian-Khmer	24	27	26	6	83
Pashto	11	32	9	20	72
Tigrinya	26	13	22	9	70
Burmese	23	13	15	7	58
Mandarin	33	6	6	11	56
Thai	15	10	14	11	50
Punjabi	17	8	7	14	46
Cantonese	14	4	15	9	42
Tagalog	13	13	12	4	42
Portuguese	15	11	5	7	38
Bosnian	7	15	5	6	33
Swahili	17	8	4	4	33
Ukrainian	8	11	9	5	33
Haitian Creole	1	11	14	6	32
Lingala	4	2	11	6	23
Oromo (Oromifa)	1	3	12	4	20
Turkish	6	2	2	4	14
Hungarian	4	5	3	1	13
Kinyarwanda	3	7	1	1	12
Laotian	1	2	6	3	12
Nepali	7	1		2	10
Romanian	2	6	1	1	10
Wolof	1	5	1	2	9
Serbian	3	4			7
Mixteco		3	2	1	6
Kurdish		1	2	2	5
Samoan		5			5
Bulgarian				3	3

Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Filipino	2			1	3
Karen	2		1		3
Albanian	2				2
Chinese	1			1	2
Hindi	2				2
Afar		1			1
Arabic-Moroccan			1		1
Chuukese (Trukese)		1			1
French Creole		1			1
Japanese			1		1
Kurdish-Sorani			1		1
Polish			1		1
Tamil		1			1
Urdu	1				1
Venetian		1			1
Grand Total	**4,518**	**716**	**572**	**618**	**6,424**

EXHIBIT 5: VIDEO REMOTE INTERPRETATION (VRI) REQUESTS

Languages Required and Quarterly Requests Received
Q1: January 1st - March 30th Q2: April 1st - June 30th Q3: July 1st - September 30th
Q4: October 1st - December 31st

Language	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Total Requests by Language
Spanish	729	993	1532	1597	4,851
Korean	47	45	37	56	185
Arabic	5	23	24	40	92
Mandarin	7	13	32	27	79
Ukrainian		10	36	19	65
Dari	1	1	10	34	46
Cantonese	1	1	13	26	41
Vietnamese	1		7	23	31
Farsi	1	7	3	15	26
Russian	5	15	4	2	26
Bosnian			2	16	18
Punjabi				11	11
French		3		7	10
Somali		3	4	3	10
Thai	3	2		3	8
Hungarian		2	4	1	7
Tagalog	1	1	1	2	5
Pashto		4	1		5
Oromo			2	2	4
Cambodian		1	2		3
Filipino			1	2	3
Portuguese				3	3
Amharic	1	1			2
Haitian/Haitian Creole			2		2
Hindi			2		2
Marshallese		1	1		2
Persian				2	2
Samoan		2			2
Tigrinya	1			1	2
Kinyarwanda		1			1
Serbian			1		1
Swahili		1			1
Grand Total	**803**	**1,130**	**1,721**	**1,892**	**5,546**