



BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
 700 – 5th AVE, #4112
 PO BOX 94687
 Seattle, WA 98124-4687

Blanket Contract # 0000002181		Date 06/15/09	Change Order # 1
Payment Terms 30 Days	Freight Terms NA		
Buyer: Carmalinda Vargas	FAX: 206-233-5133	Phone: 206-615-1123	

Vendor #0000063276
**SIGNON: A SIGN LANGUAGE
 INTERPRETING RESOURCE INC**
 1414 DEXTER AVENUE NORTH
 STE 316
 SEATTLE, WA 98109

Contact: Laurie Reinhardt
 Phone #: 206-632-7100 ext 12
 Fax #: 206-632-0405
 E-Mail Larr@SignOnASL.com

Ship To: NA

Bill To: SEE BELOW

Change Order #1 is issued to amend King County and SIGNON Contract# B19400B. The contract is amended to include an additional City of Seattle Department, City Department of Emergency Management based on the amended MOU between King County and the City of Seattle. In all other respects this contract remains unchanged.

The contract was awarded to SIGNON, A SIGN LANGUAGE INTERPRETING RESOURCE INC., as a result of King County's RFP for emergency sign language interpreting services for the City of Seattle and King County, which was awarded 6/1/2007. This contract is for five years ending 5/31/2012, Attachment 1 - Specifications (in receipt), and Attachment #2, MOU.

Original Contract: 06/01/07 through 05/31/12
 Change Order #1: 06/15/09 through 05/31/12 (to amend contract to add Dept. of Emergency Management)

This contract provides sign language interpreting services for emergency and unanticipated time-sensitive situations, 24 hours a day, 365 days a year, to ensure equal access and to provide effective communication to individuals who are deaf, deaf-blind, or hard of hearing who use City of Seattle/King County programs and services.

Orders shall be placed by City of Seattle and King County. Each invoice shall indicate Contract #0000002181.

This contract is subject to King County Contract #B19400B, dated 6/1/2007 and MOU dated 06/12/09.

In all other respects, the contract remains the same.

Authorized Signature/Date

C. Vargas 6/19/09

Vendor Contract #0000002181
Attachment #1
6/1/07 – 5/31/2012

Contract



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Contract Title: Interpretation ESLIP
Buyer: Paul Russell, paul.russell@metrokc.gov, 206-684-1054

Contract Number:	<u>B19400B</u>	Contractor:	<u>SignOn, Inc</u>
Federal Tax ID:	<u>20-1444092</u>	Requesting Dept.:	<u>Executive Services / Office of Civil Rights</u>
Amount:	<u>Varies</u>	Fund Source:	<u>1503-53105</u>
Duration:	<u>June 1, 2007</u>	To:	<u>May 31, 2008</u>
Work Provided:	<u>Sign Language Interpretation Service to be used by King County and City of Seattle.</u>		

Based on RFP 06-094 PXR

CONTRACTOR

SignOn: A Sign Language Interpreting Resource, Inc.
1414 Dexter Avenue N. Suite 316
Seattle, WA 98109
206-632-7100 voice
206-632-7200 TTY
206-632-0405 Fax

KING COUNTY

Karen Ozmun – Project Manager
Office of Civil Rights
400 Yesler Way, Rm 260
Seattle, WA 98104
206-296 7706

CONTRACT

THIS CONTRACT, made this 1st Day of June, 2007, by and between King County, Washington, a home rule charter county and a political subdivision of the State of Washington (hereinafter "County") and SignOn with its principal place of business at Seattle, WA (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No.: B19400B

Contract Title: Interpretation ESLIP

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and services in a timely manner and that its proposal includes all of the functions and features required for the goods and services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and services in accordance with the Contract's terms, Scope of Work and proposal documents; and

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price provided herein for the supply of the goods and services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence: [1] Contract Amendment; [2] the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, and Price and Attachments: A-ESLIP Qualified Employees of SignOn, B-ESLIP Qualified Contracted Freelance Interpreters and C-ESLIP Qualified Contracted Certified Deaf interpreters [3] RFP Addenda; [4] Request for Proposals; and [5] Contractor's proposal.

SIGNON

KING COUNTY

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____

Date Accepted: _____

Approved as to form only: _____

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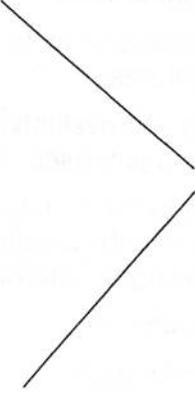
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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

<u>Acceptance or Accepted</u>	Written Documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.
<u>Buyer</u>	Individual designated by the County to conduct the Contract solicitation process, draft and negotiate Contracts, resolves contractual issues and supports the Project Manager during Contract performance.
<u>Contract Amendment</u>	A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.
<u>Contract</u>	The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 2 of this document.
<u>Contractor</u>	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of services or Work under the Contract.
<u>CofS</u>	City of Seattle
<u>Cost Analysis</u>	The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost Analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.
<u>DAC</u>	Deaf Advisory Committee
<u>Day</u>	Calendar Day.
<u>KC</u>	King County
<u>ESLIP</u>	Emergency Sign Language Interpreter Program
<u>ESLIP Project Manager</u>	Individual designated by Contractor to manage operations and performance of ESLIP per contract requirements.
<u>Person</u>	Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
<u>Price Analysis</u>	The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.
<u>Project Manager (PM)</u>	The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.
<u>Provide</u>	Furnish without additional charge.
<u>RCW</u>	The Revised Code of Washington.
<u>Scope of Work</u>	A section of the Contract consisting of written descriptions of services to be performed, or the goods to be provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

<u>Subcontractor</u>	The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.	
<u>Work</u>	Everything to be provided and done for the fulfillment of the Contract and shall include all Software, Hardware and services specified under this Contract, including Contract Amendments and settlements.	
<u>WSP</u>	Washington State Patrol	
Types of Interpreting		
<u>Community interpreting</u>	Includes work in legal, medical, mental health, employment and social service settings	
<u>Educational</u>	Includes work in K-12 and postsecondary settings, including vocational, job preparation and postgraduate level course work	
<u>Sign Language Interpreting</u>	In-Person Sign Language Interpreting includes the following visual/ tactile forms of communication used by individuals who are deaf, deaf-blind, and hard of hearing: <ol style="list-style-type: none"> 1. American Sign Language 2. Pidgin Signed English 3. Manually Coded English 4. Oral/Aural 5. Tactile Communication 6. Close visual 	
<u>Video</u>	Includes video relay and video remote interpreting, both of which encompass community and educational settings using 2-dimensional, distant interpretation connections	
<u>Deaf-Blind</u>	Individuals who are Deaf-Blind (DB) use a range of communication strategies, including "close vision" – meaning the interpreter must be in good light at a specific distance from the DB individual in order to be seen with their limited vision; and "tactile" – meaning the DB person will place his/her hands over the interpreter's hands and receive information through the tactile connection between the interpreter and her/himself.	
<u>SC:L</u> – Specialist Certificate: Legal	Designates the highest level of interpreting skill with special training in legal interpretation; includes ability to interpret for a variety of communication needs (ASL to PSE)	
<u>CSC</u> – Comprehensive Skills Certificate		Designates professional level interpreting skill using a range of communication from ASL to PSE
<u>CI/CT</u> – Certificate of Interpretation/ Certificate of Transliteration		
<u>NIC</u> – National Interpreting Certificate (Levels: Advanced and Masters)		
<u>NAD</u> – National Association of the Deaf (Levels: 4-5)		
<u>CDI</u> – Certified Deaf Interpreter		

Defining Interpretation Situations

Emergency situations (Examples may include)

1. Interactions police officers may have in the field with suspects, witnesses, or victims, including interviews, Miranda warnings
2. Mental health evaluations in crisis situations
3. Hearing for restraining order

Unanticipated, time-sensitive situations (Examples may include)

1. When a member of the public arrives at a King County or City of Seattle (non-Seattle Police Department) program or service without prior notification and a time-sensitive issue or transaction is involved
2. Deaf individual arrives at King County Office of Civil Rights to file a fair employment or fair housing complaint on a same-day deadline
3. When Detective Units or 911 Response Patrol has an urgent interview to ensure critical and timely progress of an investigation and possible arrest of a suspect

SECTION 1 - STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract shall be disclosed; and the County shall determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be Provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for a response.

1.2 Contract Changes

No oral order or conduct by the County shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the project schedule, or both shall be made and the Contract and all related purchase orders(s) modified and agreed to in writing by both parties. Every Contract Amendment may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to Contract price or schedule. Contract Amendments do not require notice to sureties by County.

Ref: KC CON 7-8-1 (AEP).

1.3 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract, applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten

(10) Days to cure the default or Provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.

2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this Contract or a related purchase order to provide further Work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

1.4 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

1.5 Washington State Sales Tax

The County shall make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

1.6 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to Provide the Work under this Contract.

1.7 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1.8 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

1.9 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

1.10 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing Contract with the County or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current Contracts with the County canceled and shall not be able to bid on any other County Contracts for a period of two (2) years.

C. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract.
3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

Ref: K.C.C. 3.04.015, 3.04.20, 3.04.30, 3.04.035, 3.04.060.

1.11 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date in which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this

Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section.

The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to mediation, arbitration or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

1.12 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in either King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. Nothing in this subsection precludes any party from seeking relief at any time from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle.

1.13 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).
3. If an audit is commenced more than sixty (60) Days after the date of final payment for Contract Work, the County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

C. Proof of Compliance with Contract

The Contractor shall, upon request, provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

Ref: KCC 2.20.035, 2.20.040, 2.20.050, RCW 43.09.050, 43.88, 42.40.020, 42.40.040, 42.160.

1.14 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies.

1.15 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

1.16 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment and Provision of Services

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County Contracts or to obtain or compete for Contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with Subcontractors and suppliers, the Contractor shall not discriminate against any Person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

Ref: KCC 12.16.020.

C. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination.

Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract.

D. Record-keeping Requirements and Site Visits

The County may, at any time, visit the project site, Contractor's and Subcontractors' offices to review records related to the solicitation, utilization, and payment to Subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this section. The Contractor shall Provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all Work under this Contract, the following:

1. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to Subcontractors and suppliers in this Contract.
2. The Contractor shall make the foregoing records available to the County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of Contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

E. Discrimination In Contracting

King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither Contractor nor any party subcontracting under the authority of this Contract shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

F. Compliance with Section 504 of the Rehabilitation Act of 1973

For all Contracts providing consulting, maintenance, training or other services, the Contractor shall complete a Disability Self-Evaluation Questionnaire, Attachment N. The 504/ADA Disability Assurance of Compliance will cover all programs and services offered (including any services not subject to this Contract) for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance within ten (10) Days after receiving written notice of selection. The Contractor shall retain a copy of the completed 504/ADA and submit to the Buyer the original final two (2) signed pages titled "504/ADA Disability Assurance of Compliance", which will be attached to the Contract.

Ref: KCC 12.16.060 D.

1.17 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

1.18 Nonwaiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

1.19 Equal Benefits to Employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of Contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The Contractor shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a Contract. The EB Compliance forms and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/gs.aspx>.

SECTION 2 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2.1 Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 2. The effective date the Contract shall be the date set forth on page 1. No other act of the County shall constitute Contract award. After Contract award, the County shall issue Purchase Orders detailing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2.2 Contract Term

The initial term of this Contract shall be five (5) years, commencing on the effective date of the Contract and subject to the termination provisions at subsection 1-4, Termination for Convenience/Default/Non-Appropriation.

2.3 Notices

All notices or Documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation:

KING COUNTY	CONTRACTOR SignOn
Project Manager – Karen Ozmun	Chief Financial Officer – Karen Carlson
400 Yesler Way, Rm 260	1414 Dexter Avenue N. #316
Seattle, WA 98104-2683	Seattle WA 98109
206-296-7706	206-632-7100
karen.ozmun@metrokc.gov	karenc@signonasl.com

For Contract related notices or Documentation contact:

King County Procurement and Contract Services Section	SignOn, Inc
Exchange Building, 8 th Floor	
821 Second Ave. EXC-ES-0871	1414 Dexter Avenue N. #316
Seattle, WA 98104-1598	Seattle WA 98109
Sr. Buyer – Paul Russell	Chief Financial Officer – Karen Carlson
206-684-1054	206-632-7100
paul.russell@metrokc.gov	karenc@signonasl.com

2.4 Payment Procedures

A. Invoices

Billing and reporting under the contract shall be sent to **King County Office of Civil Rights** no later than the 15th of the month following the month of service.

Contractor must include the following forms with their invoice:

- ESLIP calls information,
- flyers
- other documentation of training and outreach activities
- consumer feedback forms
- order number
- requester's name & phone number
- date of invoice
- invoice number
- invoice total
- hours worked and
- Contract hourly rates
- authorized fees

The County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list or this Contract. If prior acceptance of the higher price has not been done by the County, the invoice may be rejected and returned to the Contractor for a correct invoice.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within thirty (30) Days from the receipt of each payment the Contractor receives from the County.

2.5 Advance Payment Prohibited

No advance payment shall be made for the Work furnished by Contractor pursuant to this Contract.
Ref: Article VIII, § 7 of the Washington State Constitution.

2.6 Purchase Orders

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in PART C Section 2.4 Pricing. The purchase orders issued by the County may reflect agreed to modification(s) of Contract terms, funding or other matters subject to PART B subsection 1-2, Contract Amendments.

2.7 Pricing

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The

Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A contract amendment issued by the County will institute the price adjustment and establish the effective date for the new prices.

2.8 Acceptance Process

The County may give iterative acceptances as the Work is accomplished either by phase or milestone. The Contractor will give the County "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

- A. **Correction of Deficiencies Process.** If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the Work has been corrected, the County will issue a notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance. If the deliverable(s) fails to comply after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

2.9 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

2.10 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

2.11 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

2.12 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

Ref: RCW 42.17.

If a Contractor considers any portion of the Work, including Software, data and related materials, delivered to the County to be protected under the law, the Contractor shall clearly identify such items with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the County to be exempt from public disclosure, the County shall not release the exempted documents. If the material is not exempt from public disclosure law, the County shall notify the Contractor of the request and allow the Contractor fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County shall release the item deemed subject to disclosure. By signing this Contract, the Contractor assents to the procedure outlined in this subsection and shall have no claim against the County on account of actions taken under such procedure.

2.13 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 1-2, Contract Amendments.

2.14 Liquidated Damages

A delay would seriously affect the public and the operation of King County; that a reduction in the fixed monthly payment of **\$100** per interpreter call out that was not performed by the Contractor within one (1) hour of the requested time, the County and the successful Contractor hereby establish said reduction as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete call out.

The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.

Time is of the essence on each and every portion of the Contract. In the Contract a definite and certain length of time shall be fixed for the performance of the Contract; this Contract time shall only be changed via contract change.

Liquidated damage or any excess costs shall not be charged when the delay in completion of the Work is due to a Force Majeure delay or when the County causes the delay.

The County reserves the right to cancel the contract for failure to perform with or without assessment of liquidated damages. At the County's sole discretion, the County may consider and/or accept an alternative to the assessment of liquidated damages proposed by the Contractor. If the County accepts such an alternative it does not waive the right to later reject the alternative and impose liquidated damages from the date of rejection.

2.15 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

SECTION 3 - INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims Made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. General Liability

- Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be provided.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

3.3 The Contractor shall maintain limits no less than, for:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

Workers' Compensation: Statutory requirements of the state of residency.

Errors and Omissions: \$1,000,000 per claim and in the aggregate.

Employers Liability Stop Gap: \$1,000,000.

A. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

B. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. (CG 20 10 11/85 or its equivalent)

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

C. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

D. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

E. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

F. Endorsements

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

SECTION 4 - TECHNICAL SPECIFICATIONS

4.1 Introduction

A. The intent of this program is to ensure equal access and to provide effective communication to individuals who are deaf, deaf-blind, or hard of hearing, who use King County/City of Seattle programs and services. This applies especially those programs which operate on a 24-hour basis, 365 days a year. The Contract applies to emergency requests and unanticipated time-sensitive requests.

B. This program shall serve the following departments/divisions within:

King County: (KC)

All departments, including:

- o King County Sheriff's Office
- o Department of Adult and Juvenile Detention
- o Office of the Prosecuting Attorney
- o Superior and District courts
- o Community and Human Services - mental health providers

City of Seattle: (CofS)

- o Seattle Police Department & programs
- o Municipal Court & programs
- o City Attorney's Office
- o Seattle Fire Department

4.2 Program payment overview

The Contract will reimburse the Contractor through the following two payment methods:

Program Budget: [Pricing sheet Schedule **One**]

The Program budget is a amount paid monthly that covers the cost for providing to KC/CofS the following services – exclusive of the actual Interpreter hours provided.

Hourly ESLIP Interpreter Costs: [Pricing sheet Schedule **Two**]

Sign language interpreter hourly rates for services shall be billed separately and reimbursed by the specific government agency requesting and using the service.

4.3 Program Elements

A. General Requirements:

1. Sign Language Interpreter Services for 24-Hour Emergency and Unanticipated, Time-Sensitive Situations.
2. Develop, maintain or revise, as needed, program policies and procedures to administer the coordination, referral, and provision of 24-hour, 365-days-a-year sign language interpreter services to individuals with hearing disabilities who use KC/CofS government programs and services in emergency and unanticipated, time-sensitive situations. If KC/CofS or Contractor believes a change in policy or procedure is needed or would improve the effectiveness of ESLIP, then all parties shall work together to develop and consider proposed changes. Any changes made must be by agreement of KC/CofS and Contractor.

3. Contractor shall implement a single, ESLIP-dedicated telephone number for use by KC/CofS 24 hours a day, 365 days a year to initiate ESLIP response.
4. Expected response time from the time of the request for services to the on-site arrival of the on-call interpreter is maximum 45 minutes within King County and 30 minutes within Seattle city limits during normal traffic and weather conditions; allowances may be granted for extenuating conditions by KC/CofS Project Managers.
5. Managerial staff changes, including ESLIP Project Manager and billing contact: Contractor shall notify KC/CofS of any ESLIP-related staff changes within two (2) business days, including new staff, reassignments, resignations or promotions.
6. SignOn shall deliver sign language interpreter services for emergency and unanticipated, time sensitive situations 24-hours a day, 365 days a year. SignOn's staff interpreters shall handle all incoming ESLIP services requests between 8 A.M. and 5 P.M. SignOn's rotating roster of on-call after hours interpreters shall respond to ESLIP services requests between 5 p.m. and 8 a.m. on weekdays and 24 hours a day on weekends and holidays. SignOn's response time to the scene shall meet requirements stated in 4 above.
7. SignOn shall provide and maintain a dedicated telephone line and number to support timely and effective communication to request ESLIP services 24/7. In addition, SignOn shall maintain policies and procedures currently implemented to ensure effective delivery of ESLIP services, including Answering Procedures (for answering service); ESLIP Procedures for SignOn Staff; and Procedures for ESLIP Interpreters.
8. SignOn shall have a policy and procedure to elicit feedback from everyone who participates in an ESLIP call, including maintaining a dedicated e-mail address as an option for user feedback. In addition, SignOn shall conduct random follow up contacts to assess quality and appropriateness of service provided. All feedback shall be shared with the Project Manager and with the Deaf Advisory Committee in quarterly reports.

B. Training & Community Outreach

1. Develop, coordinate and conduct training for both:
 - a. Sign language interpreters who provide services, and
 - b. KC/CofS personnel.
2. Sign language Interpreters Training: shall be provided to current and potential new sign language interpreters for the ESLIP as often as needed to ensure qualification of the interpreter and effectiveness of the program. ESLIP interpreters shall complete training and orientation prior to providing ESLIP services. Training shall include:
 - a. Orientation about ESLIP
 - b. Procedures of the program
 - c. Safety procedures and protocol for working with law enforcement agencies and courts, and new ESLIP interpreters shall complete a "ride-along;" for existing ESLIP interpreters, ride-alongs annually are voluntary.
 - d. Map training (so interpreters can safely and efficiently get to incident locations)
 - e. Orientation about KC/CofS non-enforcement programs and services outlined under PART C Section 1.1 B
3. KC/CofS Training: shall focus on deaf culture, deaf awareness and how to access, utilize, and benefit from this program.
4. Community Outreach
 - a. Contractor shall conduct a minimum of two outreach events per calendar year.

- b. Outreach (including articles, newsletters, and events such as community meetings) shall address members of the deaf, hard of hearing, and deaf-blind communities, and any other community of sign language interpreter users who may need ESLIP services in an emergency or unanticipated, time-sensitive situation. Successful outreach to the different communities requires varied approaches and multiple opportunities.

For ESLIP to be effective, potential users of the service must be educated about the program so that they are aware of it, know how to access it, and understand how the service will be provided at the scene. SignOn shall conduct training and outreach to:

- SignOn interpreters
- Community: Deaf community, Deaf-Blind community, hard of hearing community and any other community of sign language interpreter users who may benefit from ESLIP
- KC/CofS law enforcement personnel

SignOn shall use various methods and media to conduct training and outreach, including:

Staff Skills Enhancement	Interpreter Recruitment and Development	Community	Police/Sheriff
<ul style="list-style-type: none"> • Working with DB Consumers in ESLIP Settings • Working in Deaf/Hearing Teams in ESLIP settings 	<ul style="list-style-type: none"> • Orientation to ESLIP – Police Ride-Along (annually) • Outreach to Washington State Registry of Interpreters for the Deaf (WSRID) • Articles/Conference Participation • In-depth training for work in legal settings (contract years two and four) 	<ul style="list-style-type: none"> • Outreach to WSAD and/or Deaf Nation; WSDBC and/or Seabeck camp for Deaf-Blind • Articles/Conference participation 	<ul style="list-style-type: none"> • Articles to professional publications • Roll Call sessions TBD

- c. King County and City of Seattle Personnel
 - Training for First Responders as we release the new Emergency Communication Cards in June (3 sessions)
 - Training for Police Personnel, to be developed in coordination with KC/CofS, and which may include production and release of a DVD media series, presentations at roll calls, printed materials, and workshops.
- d. Training for Interpreters to improve skills and readiness, and to expand the pool of ESLIP qualified personnel (annually)
 - Orientation to ESLIP shall include training on safety procedures and protocol for working with law enforcement agencies and courts, as well as a ride-along (to be offered annually)
 - Working with Deaf-Blind Consumers in ESLIP Settings
 - Working with Deaf/Hearing Teams in ESLIP Settings
- e. Outreach for Deaf and Deaf-Blind community members (annually)
 - Washington State Association of the Deaf (WSAD) – annual conference: (a) make a presentation about ESLIP and (b) host a “think tank” for input on the ESLIP program

and how to provide effective training and outreach to the community, which may include a DVD-based tool.

- Attend Seabeck, a large Deaf-Blind camp held in August of every year to (a) make a presentation about ESLIP and (b) host a “think tank” to get input from the Deaf-Blind community regarding how to make ESLIP and information about ESLIP accessible to members of this community
- f. In order to expand its interpreting pool, SignOn shall provide one in-depth (30-hours) course during contract years two and four, which will focus on Interpreting in Legal Settings and include safety procedures and protocol for working with law enforcement agencies and courts, as well as an opportunity to participate in a ride-along.

C. Interpreter Costs

1. Contractor shall invoice the requesting department directly for interpreter hours portal-to-portal. (See Note 1 – Pricing Schedule Two) KC/CofS must receive invoices within 30 days of the date of service, and invoices shall include a completed ESLIP Verification of Services form signed by the officer or personnel utilizing the service.
2. When parking costs are incurred by the interpreter, Contractor may bill parking costs to the requesting department; receipt shall be provided.
3. Mileage shall not be billed except where 25 miles or greater round trip is required. No mileage shall be billed separately; contractor may include this cost in the interpreter services fees.

D. Performance Evaluation

1. Develop, maintain or revise, as needed, mechanisms to be used by members of the public, ESLIP interpreters, and KC/CofS personnel to evaluate the performance of the program.
2. Submit to KC/CofS a summary of program evaluation results as part of contractor’s Quarterly report (See 4.5 B).

ESLIP Project Manager (PM) receives a daily report from the ESLIP Answering Service identifying any activity during the prior 24 hours. The project team will evaluate the effectiveness of the ESLIP project weekly, identifying any areas that need revision and improvement, review data collection and conduct statistical analysis, including response times.

The PM will participate as a member of the Deaf Advisory Committee (DAC) on a regular basis to review the appropriateness and effectiveness of community outreach, training and overall service provision of the project and modify internal policies and procedures as necessary.

SignOn will contact interpreters following each ESLIP call to gather feedback on program performance for that call, and will hold feedback sessions with ESLIP interpreters quarterly.

SignOn will work closely with KC/CofS in the program evaluation process, including by (1) submitting quarterly reports with a summary of evaluation results and (2) in e-mail telephone or in-person communications, as appropriate, if significant formative evaluations are indicated.

SignOn will work to provide appropriate and effective means by which members of the public who participate in an ESLIP call may provide feedback on the program.

E. Deaf Advisory Committee (DAC) Team Member Communication

1. The City of Seattle Deaf Advisory Committee (DAC) will function in an advisory capacity related to ESLIP issues. KC/CofS and Contractor have representation on the DAC. This team-based approach helps to ensure that ESLIP program issues and concerns are

- addressed in a coordinated, timely and effective way. If urgent concerns come up, other methods may be used to address them, as needed.
2. The DAC has no authority in decision-making related to the contract.
 3. Contractor representative shall attend all City of Seattle DAC meetings. Contractor representative shall present information concerning:
 - a general ESLIP activity
 - b member of public, interpreter, or KC/CofS feedback on the program
 - c problems identified and what corrective action is being taken to resolve them
 - d any operational or staff changes
 - e other issues brought up by the team
 4. Other DAC members. Agencies which serve individuals in the deaf, deaf-blind, and hard of hearing communities may participate on the DAC upon invitation.

The ESLIP PM will attend all DAC meetings and will participate actively in task-focused subcommittees in order to have an open conduit for DAC members' ideas in the conduct of the program. Further, the PM will maintain e-mail contact with DAC members in an on-going manner to solicit ideas from their various points of view. At the DAC meetings, SignOn will report on general ESLIP activity, including any operational or staff changes, as well as feedback on the program from members of the public, interpreters or KC/CofS.

4.4 Contract Pricing: [Pricing Sheet - Schedules One & Two]

Attached to the Contract is comprehensive and detailed Contract Program pricing.

Not included in the Contract Program pricing are ESLIP interpreter services costs; these costs shall be billed directly to the agency which requested ESLIP services.

1. Administration of the program, including
 - a. overhead
 - b. profit
 - c. salaries of key staff
 - d. cell phones/optional pagers
 - e. ESLIP interpreter criminal history background report
2. Billing of individual government agencies utilizing the service
3. Producing and delivering reports
 - a. Monthly
 - b. Quarterly
4. Community outreach
 - a. Interpreters for community outreach
 - b. Outreach materials, including print or alternate format informational materials
5. Training
 - a. Members of the public who may use the service
 - b. Interpreters who may become ESLIP interpreters
 - c. Existing ESLIP interpreters – skills enhancement
 - d. KC/CofS personnel
6. Program performance evaluation

4.5 Reporting Requirements

A. Monthly Reports

Contractor shall submit to KC/CofS a monthly ESLIP calls report no later than the 15th of the following month. These reports shall document:

1. ESLIP Call Reports shall include
 - a. The date and time of the ESLIP services request
 - b. Time of interpreter arrival at scene
 - c. KC/CofS department and name of personnel (if it is not a 911 dispatcher) who requested ESLIP service
 - d. The nature of the emergency or time-sensitive situation
 - e. Actual service hours and total billed hours by the interpreter
2. Along with the monthly calls report, contractor shall submit to KC the following attachments, as available
 - a. Documentation of feedback received by Contractor regarding service quality, timeliness, and effectiveness from members of the public, KC/CofS personnel and ESLIP interpreters, whether via evaluation forms, e-mail or verbal reports, etc.
 - b. Copies of brochures; articles in publications; flyers, announcements and agendas for any outreach events that provide information about ESLIP, and documentation of any other forms of outreach regarding ESLIP.

B. Quarterly Reports

Contractor shall submit to KC/CofS a quarterly ESLIP report no later than the 15th day past the end of the quarter. These reports shall

1. Provide a summary report to KC/CofS on feedback received
2. Outline performance issues identified during the quarter, corrective actions planned, and progress in completing corrective actions.
3. Program performance, including
 - a. ESLIP calls analysis: number of calls for ESLIP service, number of calls completed by providing ESLIP services, and if calls not completed, explanation about why not completed;
 - b. ESLIP arrival time analysis: performance in meeting arrival time requirements (30/Seattle, 45/King County), and if arrival time requirements not met, explanation as to why not met)
 - c. ESLIP evaluations summary report
 - (i) Interpreter feedback after providing ESLIP services.
 - (ii) KC/CofS feedback from agency personnel who have utilized ESLIP interpreters
 - (iii) Feedback from members of the public served
 - d. ESLIP training evaluations analysis
 - (i) Interpreter feedback forms completed by interpreters who have attended ESLIP training and related training activities (e.g., ride-alongs).
 - (ii) KC/CofS feedback from agency personnel who have attended ESLIP training.
4. Quarterly summary of flyers and/or articles about ESLIP, announcements and agendas for any outreach events that provide information about ESLIP.

4.6 Contractor Requirements

A. Communication

1. Contractor shall provide to KC/CofS the names and contact information for both primary and back-up contacts regarding ESLIP.
2. KC/CofS contacts shall be answered and/or acknowledged within two business days, including telephone calls, faxes, or e-mails. If acknowledgement only is provided, Contractor will give an estimated date when the contact will be answered substantively.

B. Interpreter Qualifications

1. ESLIP interpreters shall be certified.
2. ESLIP interpreters shall have at least five (5) years post-certification experience, and a minimum of 30 hours of legal training, including information on working with law enforcement and interpreting Miranda warnings.
3. Contractor shall have available at least one ESLIP interpreter with the following skills to ensure appropriate interpreter services in the field:
 - a. Specialist Certification: Legal (SC:L)
 - b. Experience interpreting with diverse deaf-blind individuals, including close visual and tactile interpreting
4. ESLIP interpreter shall pass a criminal history background check conducted via Washington State Patrol (WSP).
5. Contractor shall submit to KC/CofS documentation that each potential ESLIP interpreter has passed the WSP Criminal History Background Check.
6. When a new individual has been determined eligible by Contractor to do ESLIP assignments and has passed a criminal history background check, documentation of the criminal history background check will be sent to KC/CofS for verification.
7. All interpreters shall be covered by professional liability insurance

C. ESLIP Services to Other Jurisdictions, Agencies or Public Safety Answering Points (PSAPs)

Contractor shall notify KC/CofS of any consideration by Contractor to provide ESLIP services to jurisdictions, agencies and/or 911 Call Centers not covered under this KC ESLIP contract. In addition, prior to executing a contract or other agreement to provide ESLIP-type services to non-KC/CofS, contractor shall demonstrate their ability to fulfill those extra-KC/CofS contracts without degrading their responsiveness to the KC/CofS ESLIP contract.

4.7 SignOn Organization

President: Karen K. Graham

419 Newcastle Drive
Cary, IL 60013

Vice President: Laurie Reinhardt

6007 49th Avenue SW
Seattle WA 98136

Vice President: Molly McGuire

1712 37th Street
Seattle WA 98103

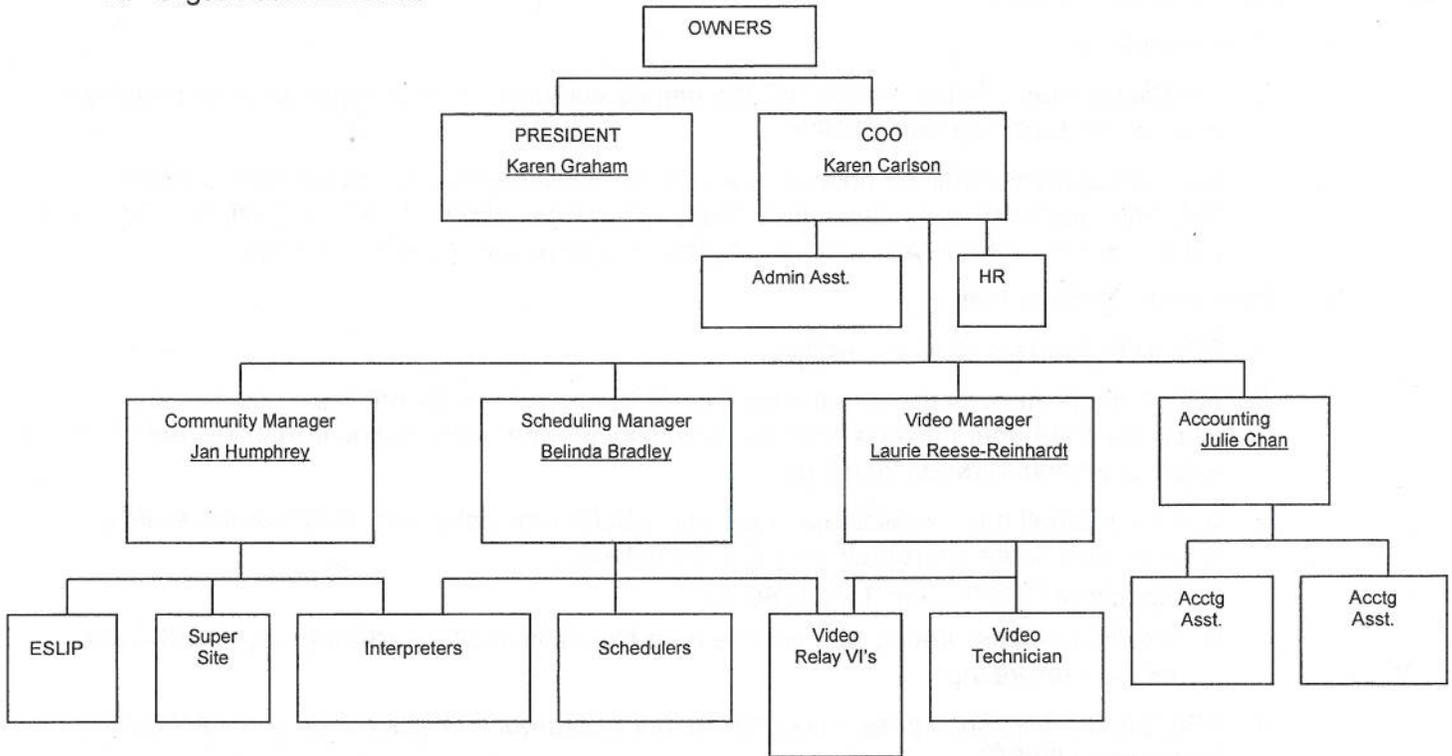
Secretary: Beth Schoenberg

8840 NE Lovgren Road
Bainbridge Island, WA 98110

Treasurer: Karen Carlson

3424 42nd Avenue SW
Seattle, WA 98116

A. Organizational Chart



ESLIP Project Manager (PM)

Janice H. Humphrey, Ed. D., CSC, COI, NIC-Advanced

B. Project team biographical sketches:

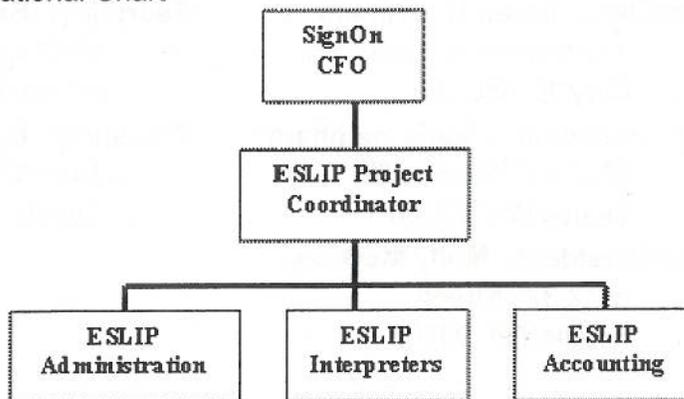
ESLIP project administrative team includes:

- **Karen Carlson, Chief Financial Officer:** Responsible for agency fiscal management and ESLIP contract negotiation. Supervises ESLIP Project Manager and other administrative staff. Provides general outreach and provision of direct interpreting services as needed
- **Jan Humphrey, ESLIP Project Manager:** Oversee total project, supervising project personnel, service delivery, data collection & analysis, quality control; provide direct interpreting services 24/7 as needed; develop training materials and provide training for various project entities.

Administrative staff includes:

- **Myrisa Spencer, Administrative Assistant:** Data collection, statistical analysis and development of reports
- **Julie Chan, Project Accountant:** Oversee billing and collections, assist with data collection, statistical analysis and the development of reports

C. SignOn ESLIP Project Organizational Chart



D. Project Interpreting Pool

In addition to the Project Administrative Team and the Primary Project Interpreting Team, SignOn will draw interpreting talent from (a) other SignOn Employees, (b) Subcontractors, and (c) Deaf Interpreters. Provided by SignOn, below are brief descriptions of each category of ESLIP qualified interpreters; see Attachments A, B and C for a list of names, experience, and certification information about each.

E. SignOn Employees.

SignOn staff interpreters must pass a criminal history background check prior to being eligible to be dispatched in response to an ESLIP request.

Staff interpreters (employees) are supervised by our Community Interpreting Manager and are assigned to jobs by matching their experience and expertise with the demands of each interpreting situation and customer's communication needs. Staff interpreters are typically used for ESLIP calls that occur during business hours. See Attachment A for a list of ESLIP Qualified Employees of SignOn.

F. Subcontractors.

Interpreters who are Sub-contractors with SignOn are supervised by the Community Interpreting Manager. SignOn Sub-contractors shall pass a criminal history background check prior to being eligible to be dispatched in response to an ESLIP request, show evidence of liability insurance, and certification. They are assigned to jobs by matching their experience and expertise with the demands of each interpreting situation and customer's communication needs. Sub-contractors have typically been used for after hours demand in ESLIP. See Attachment B for a partial list of ESLIP Qualified Subcontractors with SignOn.

G. Deaf Interpreters.

If the deaf, deaf-blind or hard of hearing individual with whom the KC or CofS needs to communicate has cognitive or linguistic challenges (developmentally delayed, mental illness, recent immigrant from another country, limited language skills, etc.), it is often necessary to use a team of interpreters including a qualified or certified Deaf interpreter whose mastery of visual communication typically goes far beyond that of a non-Deaf interpreter. See Attachment C for a list of ESLIP Qualified Deaf Interpreters who work with SignOn.

H. ESLIP services during Pandemic Flu or other public emergency

In the event of a pandemic flu or other public emergency, Contractor will do everything within its power to provide interpreters necessary during the crisis, and make every effort to be available to respond to ESLIP requests. Contractor will establish a SignOn Public Emergency Volunteers list – employees who have stated they are willing to be on call for this type of event. Contractor will also network with out-of-state interpreters who may be able and willing to come to the Seattle area in such a crisis to cover interpreting needs while local interpreters deal with their personal responses to the emergency.

Video Remote Interpreting. SignOn is equipped to provide Video Remote interpreting (VRI) services via two-way video technology in the event of a pandemic flu or other public emergency. This would allow communication between deaf and deaf-blind individuals seeking emergency services with first responders and law enforcement personnel by connecting with interpreters who would be in a different physical location.

Contractor and KC/CofS may explore the feasibility of implementing required technical connections to deliver video remote interpreting for ESLIP calls, and setting up permanent VRI connections with specific legal entities in KC/CofS. This method may allow enhanced options to deliver interpreter

services for after hours ESLIP calls and help ensure availability of such services in the event of a pandemic flu or other public emergency

4.8 Summary of Contract Years 1- 5

Activity	Year 1	Years 2 & 4	Years 3 & 5
Emergency Communication Cards for First Responders	Target: 6/1/07 Launch: 7/07	Duplicate copies and share with all ESLIP entities	Evaluate and determine on-going or arising needs
Interpreter training	Orientation to ESLIP – Police Ride-Along (annually)	30 hrs Legal Interpreter Training	Orientation to ESLIP – Police Ride-Along (annually) 30-hrs Legal Interpreter Training
Communication for First Responders training	3 sessions	2 sessions	Evaluate and determine on-going or arising needs
Law Enforcement Personnel Training	To be developed and executed in coordination with KC/CofS, and which may include release of a DVD series, presentations at roll calls, printed materials, and workshops.		Evaluate and determine on-going or arising needs

4.9 Pricing

Hours

SignOn office is open **Monday – Friday**; 8 A.M. to 5 P.M.

is closed **Weekends** and these **holidays**:

New Year's Day	MLK	President's Day
Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day

After Hour Coverage: **Monday – Friday** 5 a.m. to 8 a.m.

Weekends and Holidays 24/7

Video Center is open Tuesday - Sunday

Cancellation Policies and Fees (If Interpreter is canceled en route)				
		Office Hours	After Hours	Weekend Holiday Hrs
A	If an emergency ESLIP request is made, then cancelled	1 hr min charge	2 hr hour min charge	2 hr hour min charge
B	If an unanticipated, time-sensitive ESLIP request is made, then cancelled	1 hr hour min charge	2 hr hour min charge	2 hr hour min charge

Schedule One Program Budget - Fixed Fee

Overhead		hours	Year One	Year Two	Year Three	Year Four	Year Five
On Call System	After Hours	6752	\$ 20,256.00	\$ 20,256.00	\$ 20,256.00	\$ 20,256.00	\$ 20,256.00
	Day Time	2008	\$ 20,080.00	\$ 20,080.00	\$ 20,080.00	\$ 20,080.00	\$ 20,080.00
Paging/Answering Service			\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00	\$ 1,680.00
			\$ 42,016.00				
Administrative Costs							
Facilities			\$ 3,118.08	\$ 3,648.00	\$ 3,648.00	\$ 3,648.00	\$ 3,648.00
Rent		6.4%	\$ 2,542.08	\$ 3,072.00	\$ 3,072.00	\$ 3,072.00	\$ 3,072.00
Phones		6.4%	\$ 576.00	\$ 576.00	\$ 576.00	\$ 576.00	\$ 576.00
Staff Salaries			\$ 16,172.62	\$ 16,172.62	\$ 16,172.62	\$ 16,172.62	\$ 16,172.62
PM		20.0%	\$ 14,263.15	\$ 14,263.15	\$ 14,263.15	\$ 14,263.15	\$ 14,263.15
Accounting/Reporting		6.4%	\$ 1,909.47	\$ 1,909.47	\$ 1,909.47	\$ 1,909.47	\$ 1,909.47
Overhead			\$ 7,019.72	\$ 7,672.71	\$ 7,072.71	\$ 7,672.71	\$ 7,072.71
Supplies/BG checks		6.4%	\$ 469.05	\$ 469.05	\$ 469.05	\$ 469.05	\$ 469.05
			\$ 26,310.42	\$ 27,493.33	\$ 26,893.33	\$ 27,493.33	\$ 26,893.33
Training & Outreach							
Training Sessions							
3 Communication Trng			\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
3 Interpreter Workshops			\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
*Intensive Legal Terp Trng				\$ 6,000.00	\$ -	\$ 6,000.00	
Outreach Activities: WSAD/WSDBC/WSRID			\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
			\$ 4,200.00	\$ 10,200.00	\$ 4,200.00	\$ 10,200.00	\$ 4,200.00
Total			\$ 72,526.42	\$ 79,709.33	\$ 73,109.33	\$ 79,709.33	\$ 73,109.33
Monthly Cost			\$ 6,043.87	\$ 6,642.44	\$ 6,092.44	\$ 6,642.44	\$ 6,092.44

Intensive Legal Training - Year 2 and 4

	ESLIP Cost	SignOn Cost	
Training materials	\$ 1,000.00		Training manuals, videos, text books
Instructors	\$ 3,600.00		2 instructors @ \$60/hour x 30 hours each
Interpreter Stipends	\$ 2,400.00	\$ 2,400.00	8 interpreters x \$20/hour x 30 hours each

Contract Value per year (from table above)

Will be split between the City of Seattle and King County per a signed Memorandum of Agreement (MOU), Yearly amounts, if adjusted, will be adjusted per Section 2.7 Pricing.

Year 1	Year 2	Year 3	Year 4	Year 5
\$72,526.42	\$79,709.33	\$73,109.33	\$79,709.33	\$73,109.33

Schedule Two Hourly ESLIP Interpretation Price

	Hourly Price			Per Mile	Per call	Per Cancel *
	Regular	After Hour	Weekend / Holiday	Over 25 mile, Price	Min charge per ESLIP call	Cancel ESLIP Call Fee
Year 1	\$65.00 1 hr min	\$65.00 2 hr min	\$65.00 2 hr min	\$.485 or current state rate	\$65 day \$130 pm/wkend	\$65 day \$130 pm/wkend
Year 2	\$68.00 1 hr min	\$68.00 2 hr min	\$68.00 2 hr min	Current state rate	\$68 day \$136 pm/wkend	\$68 day \$136 pm/wkend
Year 3	\$70.00 1 hr min	\$70.00 2 hr min	\$70.00 2 hr min	Current state rate	\$70 day \$140 pm/wkend	\$70 day \$140 pm/wkend
Year 4	\$75.00 1 hr min	\$75.00 2 hr min	\$75.00 2 hr min	Current state rate	\$75 day \$150 pm/wkend	\$75 day \$150 pm/wkend

	Hourly Price			Per Mile	Per call	Per Cancel *
Year 5	\$80.00 1 hr min	\$80.00 2 hr min	\$80.00 2 hr min	Current state rate	\$80 day \$160 pm/wkend	\$80 day \$160 pm/wkend

NOTES:

1. Interpreter services shall be invoiced portal-to-portal directly to the requesting department.
2. The base Interpreter rate includes mileage covering up to 25 miles round trip.
3. Over 25 mileage price shall be for distances traveled over 25 miles round trip.
4. Parking expenses will be reimbursed individually based on presented documentation.

ATTACHMENT A

ESLIP Qualified Employees of SignOn

Kam Butler: CI/CT

- 8 yrs of interpreting experience:
- experience interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, and PSE -- range of ages

Kathi Lupson: CSC

- 28 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs -- great deal of experience with children

Sara Rasmussen: CSC

- 22 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Elizabeth Rothman: CI/CT, NAD-3

- 17 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Stuart Tennis: CI, NAD-4

- 11 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Tara Carlson: CI/CT

- 6 yrs of interpreting experience:
- experience interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Valerie Mannucci: CI/CT

- 6 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Lisa McIntosh: CI/CT

- 6 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Beth Schoenberg: CI/CT

- 19 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (CV only), ASL, PSE range of ages and special needs

Sue Washington: CI/CT, CSC, SC:L

- 40 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Anne Cook: CI/CT

- 15 yrs of interpreting experience:
- experience interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Dylan Marshall: CI/CT

- 15 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Matthew Miller: CI/CT

- 17 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Natali Sterett: CI/CT

- 8 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Jeff Williamson: CI/CT

- 16 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

ATTACHMENT B

ESLIP Qualified Contracted Freelance Interpreters:

Paul Bert: CI/CT

- 25 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Tobias Cullins: CI/CT

- 10 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Gretchen Savage: CI

- 19 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Pam Parham: CI/CT

- 13 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Jeff Wildenstein: CI/CT, NIC-Adv

- 15 yrs of interpreting experience in community, educational, & video
- diversity of clients: extensive D-B experience (tactile/CV), ASL, PSE range of ages and special needs

Heather Benjamin: CI/CT

- 5 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Joey Graff: CI/CT

- 10 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Tamara Moxham: CI/CT, NIC-Mas

- 13 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Rachel Simon: CI

- 13 yrs of interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Virginia Wulf: CSC

- 22 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Bob Huven: CSC

- 20 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Lisa McIntosh: CSC

- 6 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Kristi Cruz: CI/CT

- 10 yrs of interpreting experience in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

ATTACHMENT C

ESLIP Qualified Contracted Certified Deaf interpreters:

Terry Docktor: QDI

- 15 yrs of interpreting experience:
- experience interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Ellie Savidge: CDI

- 19 yrs of interpreting experience:
- experience interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Ronise Barraras: QDI

- 6 yrs of interpreting experience:
- experience interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Chad Ludwig: QDI

- 4 yrs of interpreting experience:
- experience interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Vince Nuccio: QDI

- 6 yrs of interpreting experience:
- experience interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

Clyde Vincent: QDI, RSC

- 15 yrs of interpreting experience:
- experience interpreting in community, educational, & video
- diversity of clients: D-B (tactile/CV), ASL, PSE range of ages and special needs

**AMENDED MEMORANDUM OF UNDERSTANDING
FOR A JOINT EMERGENCY SIGN LANGUAGE INTERPRETER PROGRAM (ESLIP)**

Effective the June 1, 2007, the undersigned parties entered into a Memorandum of Understanding (MOU) for the purposes of funding and utilizing a 24 hours per day Emergency Sign Language Interpreter Program (ESLIP) to provide equally effective communication to individuals who have hearing disabilities and are using King County and City of Seattle programs and services. The ESLIP has been provided under a ESLIP Contract between King County and SignOn, Inc, dated June 1, 2007. ("ESLIP Contract") This MOU is hereby amended to include an additional City of Seattle department.

A. PARTIES

The Parties to this MOU are:

King County ("the County")

The City of Seattle ("the City")

The following Seattle departments/divisions/programs may utilize the ESLIP Contract:

Seattle Police Department

City Department of Emergency Management

Municipal Court

City Attorney's Office

Other City departments as approved in advance by the King County Office of Civil Rights (OCR).

B. PURPOSE AND PROCESS

The purpose of this MOU is to administer the continued funding and implementation of a 24-hour Emergency Sign Language Interpreter Program (ESLIP) which provides, to the greatest extent possible, equally effective communication during emergency or unanticipated time-sensitive situations to individuals who are deaf/deaf-blind/hard of hearing and who are seeking access to King County and City of Seattle programs and services, especially those which operate on a 24-hour basis.

The County and City issued an RFP 06-094 for the work under this MOU, there was one proposer: SignOn. The County and City jointly negotiated Contract B19400B based on their submission and subsequent meetings.

It is the intent of the Parties to continue to work together in a cooperative, supportive and collegial atmosphere to ensure that the design, coordination and implementation of the ESLIP is thorough and meets the needs of each Party.

C. FINANCIAL CONTRIBUTIONS

As of the effective date of this MOU, each Party agrees to contribute half the amount billed to the County by the ESLIP contractor. Per pricing in the ESLIP Contract, per annum amounts will vary over the five year ESLIP Contract period due to different activities scheduled for each ESLIP Contract year. Prices shall remain firm for the duration of the first year of the Contract ("Initial Contract Period"). Reasonable price changes based on market conditions and price/cost analysis may be made after the Initial Contract Period.

Each Party acknowledges that its continued participation in the ESLIP is contingent on its making this contribution toward funding the ESLIP.

The Parties acknowledge that their contribution toward funding the ESLIP will be used to pay the costs of the ESLIP Contract.

D. STEERING COMMITTEE AND ADVISORY COMMITTEE

STEERING COMMITTEE

A steering committee shall continue for the purpose of:

- Ensuring that the ESLIP Contract is implemented in a manner that will meet the needs of both Parties' programs and services that will use this project;
- Evaluating the performance of the contractor in meeting the ESLIP Contract requirements; and
- Determining if the ESLIP Contract should be continued.

The Steering Committee shall be comprised of the following individuals or their successors:

County: Bailey de Jongh, Director, Office of Civil Rights
Roxanne Vierra, Disability Compliance Specialist, Office of Civil Rights

City: Gregory Bell, ADA Access Coordinator, Seattle Office for Civil Rights
Representative from the City of Seattle Police Department

The Steering Committee shall operate under the following rules of procedure:

- A simple majority of the Steering Committee members shall constitute a quorum for decision-making purposes.
- A majority of the Steering Committee members in attendance must vote in favor for an item to be approved.
- The Steering Committee shall ensure a record of the decisions of the Committee is maintained and a copy sent to each Committee member promptly following each Committee meeting.

ADVISORY COMMITTEE

As developed during 1999, the pre-existing City of Seattle Deaf Awareness Committee (DAC) will continue to encompass team-based advisory functions related to the ESLIP. King County, City of Seattle, and the contractor have representation on the DAC. Issues to be addressed in the context of the DAC will include:

Helping to ensure that the ESLIP Contract is implemented in a manner that will meet the needs of both Parties' programs and services that will use this project, and the needs of the communities being served;

Helping to evaluate the performance of the contractor in meeting the ESLIP Contract requirements; and

Helping to coordinate resolution of problems that are identified either by members of the DAC or by members of the community who have provided feedback, formally or casually.

The DAC shall have no authority in decision-making related to the ESLIP Contract.

E. PROJECT MANAGEMENT

The ESLIP Contract will continue to be managed by the County through its OCR.

OCR, as the project manager, will perform the following functions and duties:

Serve as principal liaison with the contractor;

Coordinate any and all meetings with the contractor and each Party for discussions regarding coordination of ESLIP Contract services and contractor performance;

Verify that contractor invoices are accurate, sufficiently documented and consistent with the terms of the contractor agreement and that the services being invoiced have been performed in a satisfactory manner;

Provide each Party with an itemized billing that will be the justification for payment to the County of the Party's quarterly payments.

F. JOINT DEFENSE

The Parties anticipate that grievances may arise in connection with the ESLIP Contract or any action taken by any of the Parties based on the agreement between the County and the contractor. The Parties believe they have a commonality of interests in the defense of such litigation, and may wish to cooperate in the defense of such litigation.

The Parties also believe it is important that legal issues and advice related to the administration of the ESLIP Contract be discussed with complete openness and candor by and between the Parties and their respective legal counsels.

The Parties agree that in the event of litigation in connection to the agreement with the contractor, they will confer in a timely manner to determine whether and how to cooperate in or support the defense of such litigation.

The obligations of this Section F shall survive the expiration or earlier termination of this MOU and/or withdrawal of any Party from this MOU.

G. WITHDRAWAL FROM MEMORANDUM OF UNDERSTANDING

Any Party may withdraw from this MOU at any time with or without cause by giving the other Party not less than ten (10) calendar days written notice. A withdrawal from this MOU does not relieve any Party from its financial obligations under Section C and J of this MOU to fund the ESLIP Contract. A withdrawal by any Party shall not relieve the Party of its obligations under Section F above. The obligations of this Section G shall survive the expiration or earlier termination of this MOU and/or withdrawal of any Party from this MOU.

H. LEGAL RELATIONS

Each Party shall indemnify and hold the other Party and its agents, employees and officers harmless from, and process and defend at its own expense, any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against such other Party arising out of or in connection with the indemnifying Party's performance or non-performance of its obligations under this MOU.

No liability shall be attached to any Party by reason of entering into this MOU except as expressly provided herein.

This MOU shall be interpreted in accordance with the laws of the State of Washington in effect on the effective date of this MOU. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this MOU.

The Parties' rights and remedies in this MOU are in addition to any rights and remedies provided by law.

The provisions of this Section shall survive the expiration or earlier termination of this MOU or withdrawal by one or more Parties.

I. ADMINISTRATION OF PAYMENTS TO THE CONTRACTOR

The County will administer ESLIP Contract payments for the administration costs to the contractor according to the payment provisions in the ESLIP Contract. The City will make quarterly payments as billed. The County, through the project manager, will provide an itemized billing to the City on a quarterly basis after the contractor's services have been performed. The City shall make payment to the County within forty-five (45) days after receipt and approval of the billing.

The ESLIP Contract shall require the contractor to send separate, itemized billings to the County and the City departments receiving sign language interpreter services from the contractor regarding the services received. Each such department shall directly pay the contractor for the interpreter services rendered.

J. INSURANCE

Taking into account the scope of work and services to be performed by the contractor, the County, in cooperation with the City, will prudently determine whether, and in what amounts, the contractor and its subcontractor(s) shall obtain and maintain public liability, professional liability, and any other insurance coverages. The final form of the language regarding required insurance coverages shall be subjected to approval by the County's and City's Risk Managers. Such insurance shall protect the County and the City against loss from liability imposed by law upon, or assumed under the ESLIP Contract between the County and the contractor, and the contractor and its subcontractor(s), for damages on account of bodily injury, property damage and/or other damages arising out of the performance or non-performance of the contractor or any of its subcontractors under the terms of the ESLIP Contract between the County and contractor. All liability insurance policies shall include all Parties and their officers, officials, agents and employees as additional insureds and shall contain "severability of interest" (cross liability) wording acceptable to the County and City Risk Managers. The contractor's insurance shall be primarily to and not contributing with any insurance or self-insurance that may be carried or maintained by either of the Parties.

The County warrants that with respect to its administration of the ESLIP Contract pursuant to this MOU, it is self-insured, and agrees to provide evidence of such status in the form of a certificate of self-insurance to the City's Risk Manager within ten (10) days after execution of this MOU. In the event that at any time during the term of this MOU the County elects to not self-insure such activity, the County shall give notice of that decision to the City's Risk Manager and shall thereafter secure insurance in the form and amount reasonably determined by the City's Risk Manager to be necessary with respect to the administration of the ESLIP.

K. RECORDS AND AUDITS

From the effective date of this MOU and for a period of not less than three (3) years from the date of the final payment to the contractor under the ESLIP Contract, the County shall prepare and maintain records and accounts pertaining to payments to the contractor for performance of the ESLIP Contract in accordance with applicable accounting procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office. Such records and accounts shall be available to each Party and its designated representatives for inspection and audit. Copies of such records and accounts shall be furnished to either Party upon request. If any litigation, claim or audit related to the conduct of the contractor is commenced, the County shall maintain the records and accounts along with all supporting documentation until allegations, claims, or audits have been resolved.

L. DURATION OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective on the date set forth on page one of this document and shall expire, unless modified or terminated in accordance with the provisions of this MOU, two months after the completion of the ESLIP Contract B19400B.

M. NOTICES

Until such time as each Party is notified otherwise, all notices required to be given under the terms of this MOU shall be given in writing addressed to the chief executive or administrative officer or official of each of the Parties with copies to the legal counsel for each of the Parties. All notices required under this MOU shall be deemed received when actually received by the addressee.

N. BINDING UPON SUCCESSORS

This MOU shall inure to the benefit of, and be binding upon, the successors and assigns of all Parties.

O. AMENDMENTS

Amendments must be made in writing and signed by an authorized representative of each of the Parties.

P. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be original, but such counterparts shall constitute one and the same instrument.

Q. NO THIRD-PARTY BENEFICIARIES

This MOU is entered into solely for the mutual benefit of the Parties hereto. This MOU is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this MOU.

R. ENTIRE MEMORANDUM OF UNDERSTANDING

This document contains all terms, conditions, and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment approved by all Parties, except such Parties that may have withdrawn.

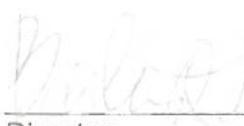
S. SEVERABILITY

If any provisions of this MOU are held invalid by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

IN WITNESS WHEREOF, the Parties have executed this amended MOU effective the date signed below.

KING COUNTY

CITY OF SEATTLE



Director
King County Office of Civil Rights



Police Chief

6-8-09

Date

6/12/09

Date

