



# SERVICES CONTRACT

## Spoken Language Interpreter Services

### CBA

DSHS Contract Number:  
2534-60165  
Resulting From Procurement Number:

This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.26 RCW.

Program Contract Number:  
Contractor Contract Number:

CONTRACTOR doing business as (DBA)			
WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)		DSHS INDEX NUMBER	
CONTRACTOR E-MAIL ADDRESS	CONTRACTOR TELEPHONE	CONTRACTOR FAX	

DSHS ADMINISTRATION Office of the Secretary	DSHS DIVISION Office of Equity, Diversity, Access, and Inclusion	DSHS CONTRACT CODE 8900PC-34
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DSHS CONTACT NAME AND TITLE John Scott Chief Administrative Officer	DSHS CONTACT ADDRESS
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DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
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IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	ASSISTANCE LISTING NUMBER(S)
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CONTRACT START DATE 07/01/2025	CONTRACT END DATE 03/28/2029	CONTRACT MAXIMUM AMOUNT \$2,000,000.00
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**EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:**  
 Exhibits (specify): Exhibit A - Data Security Requirements; Exhibit B - Block Time Scheduled Interpreter Appointment Guidelines  
 No Exhibits.

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE  <b>Draft - Please Do Not Sign</b>	PRINTED NAME AND TITLE	DATE SIGNED
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DSHS SIGNATURE  <b>Draft - Please Do Not Sign</b>	PRINTED NAME AND TITLE	DATE SIGNED
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## DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
  - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
  - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
  - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

## DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
  - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
  - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
  - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
- 2. Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
- 3. Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
- 4. Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
- 5. Compliance with Applicable Law and Washington State Requirements.**
- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
  - b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to

## DSHS General Terms and Conditions

this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

### c. **Nondiscrimination.**

(1) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(2) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

d. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

## 6. **Confidentiality.**

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

(1) as provided by law; or,

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

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

## DSHS General Terms and Conditions

- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
- (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
  - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
  - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
  - (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
  - (a) Use a Trusted System.
  - (b) Encrypt the Confidential Information, including:
    - i. Encrypting email and/or email attachments which contain the Confidential Information.
    - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

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

- (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
  - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
  - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

## DSHS General Terms and Conditions

by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

8. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.  
  
Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

## DSHS General Terms and Conditions

### 16. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

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

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
  - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

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

### Additional General Terms and Conditions – Professional Service Contracts:

18. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
19. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
20. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

## DSHS General Terms and Conditions

- 21. DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 22. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 23. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
  - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
  - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
  - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 24. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 25. Publicity.** The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.
- 26. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
  - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
  - c. Include a statement as to why the Contractor thinks the notice is incorrect; and

## DSHS General Terms and Conditions

- d. Include a copy of the overpayment notice.

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

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

- 27. **Site Security.** While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.
- 28. **Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 29. **Subrecipients.**
  - a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
    - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
    - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
    - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
    - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
    - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
    - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned

## DSHS General Terms and Conditions

Federal laws and regulations.)

- b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

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

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

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

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

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

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

## DSHS General Terms and Conditions

- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

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

**34. Taxes.**

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

**35. Preventing Disruption of Adult Care, Mental Health, Addiction, Disability Support, or Youth Services Due to Labor Management Disputes and Employee Unrest.**

Washington law requires that all services, direct or ancillary, for adult care, mental health, addiction, disability support, and youth services, be warranted by the Contractor providing those services against disruption. Contractor and DSHS agree that disruptions to these services such as strikes, walk-offs, sick-ins, slowdowns, or any other such action designed to pressure Contractor's management to meet labor, workforce, or subcontractor demands ("Economic or Industrial Action") are covered under this warranty.

If this Contract includes adult care, mental health, addiction, disability support, or youth services, Contractor agrees to execute and maintain one or more of the following mandatory contractual commitments through the life of the Contract:

## DSHS General Terms and Conditions

- a. An agreement between the Contractor and any exclusive representative labor organization representing the employees performing the contracted services. This agreement must contain a provision prohibiting Economic or Industrial Action on the part of all parties. This agreement must also include a process for the resolution of disputes between them; or
- b. An agreement between the Contractor and any labor organization seeking to represent the employees performing the contracted services. This agreement must contain a provision prohibiting the parties from causing, promoting, or encouraging Economic or Industrial Action, or other disruptive activity. This agreement must also include a process for resolution of disputes between parties.

Contractor must notify DSHS if it is unable to form a compliant agreement with a labor organization within 30 days of executing this Contract.

If services under this Contract are interrupted due to Contractor's failure to maintain one or more of the required contractual commitments listed above, DSHS may immediately terminate, suspend, or revoke this Contract for default, and arrange for the provision of services by other means. Contractor shall provide reimbursement of the actual costs to DSHS arising out of the inadequacy of the warranty provided by the Contractor.

## HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

### 36. Definitions

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.

## DSHS General Terms and Conditions

- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
  - h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
  - i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
  - k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
  - l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
  - m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
  - n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 37. Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 38. Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
  - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
  - c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI

## DSHS General Terms and Conditions

as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

- d. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- f. Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
  - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

## DSHS General Terms and Conditions

- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
  - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
  - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

### 39. Individual Rights.

#### a. Accounting of Disclosures.

- (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

#### b. Access

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

#### c. Amendment.

- (1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the

## DSHS General Terms and Conditions

amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

- (2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

- 40. Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .
- 41. Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
- 42. Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 43. Breach Notification.**
- a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.
  - b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
  - c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.

## DSHS General Terms and Conditions

- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
  - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
  - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
  - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
  - (4) DSHS will take appropriate remedial measures up to termination of this Contract.

### 44. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

## Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Collective Bargaining Agreement" (CBA) Interpreters are covered by the Washington Federation of State Employees, AFSCME Council 28, for Language Access Providers
  - b. "Language Access Provider" (LAP) means any independent contractor (interpreter) who provides spoken language interpreter services whether paid by a broker, language access agency, or the respective department.
  - c. "Purchaser" refers to DSHS as the contract holder with the awarded contractor.
  - d. Requester – DSHS staff who requests interpreter service appointments via the online scheduling platform.
2. **Purpose.** The purpose of this Contract is to assist the Office of Equity, Diversity, Access and Inclusion of the Washington State Department of Social and Health Services (DSHS) in seeking a qualified Contractor to provide Spoken Language Interpreter Services for In-Person Interpreting (IPI), over the Phone Interpreting (OPI), and via Video-Remote Interpreting (VRI), CBA Language Access Providers (LAP's) for DSHS and all its administrations.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
  - a. On-line Scheduling Platform
    - (1) The Contractor must provide a secure on-line platform specific for LAPs to:
      - (a) Accept, review and cancel appointments;
      - (b) Review scheduled appointments;
      - (c) Upload LAP required documentation;
      - (d) Review training documents and webinars;
      - (e) Upload or submit reimbursement costs, fees and dues paid;
      - (f) Provide the LAP information or link for feedback;
      - (g) and other requirements for LAPs to remain eligible.
    - (2) Provide a secure platform specific for Requesters to:
      - (a) Schedule, review and cancel appointments;
      - (b) Check the LAPs in and out for appointments;
      - (c) .Review training and webinars for requesters;
      - (d) Provide a 24/7 customer service center;
      - (e) Provide the requester information or link for feedback.

## Special Terms and Conditions

- (3) Provide a secure language line for over-the-phone interpreting services.
- (4) Provide a secure communication platform for video remote interpreting services.
  - (a) Should a requester request to use their own video remote platform, bidder will require a hold harmless document (or button) to ensure requester is responsible for a HIPAA compliant platform
- (5) Provide an online registration for DSHS staff.
  - (a) Approval by DSHS contract manager is required.
- (6) Provide training materials for all DSHS staff that access the online scheduling platform.
- (7) Provide training materials for all LAPs that access the online scheduling platform.
- (8) Offer, maintain and update a user-friendly platform available 24 hours a day, 7 days a week.
- (9) Contractor shall ensure all LAPs providing pre-scheduled, in-person appointments pursuant to the Contract are certified, authorized or recognized by the DSHS Language Testing and Certification (LTC) for spoken languages.

### b. Reports

All reports listed herein will be submitted to the Contract Manager via email unless otherwise directed.

- (1) Bidder will submit a monthly report containing the following information:
  - (a) In-Person (IPI)
    - i. Job number (unique identifier);
    - ii. Administration;
    - iii. Requesters contact information:
      - (A) Phone number;
      - (B) Email; and
      - (C) Address (location of service);
    - iv. Date of request;
    - v. Appointments date;
    - vi. Appointment scheduled start and end time;
    - vii. Appointment actual start and end time;
    - viii. LAP unique identifier/name;
    - ix. Requested language;

## Special Terms and Conditions

- x. Status of job (complete, unfilled, cancelled, no-show):
  - (A) Cancelled and no-show will identify the individual that cancelled the service or was a no-show;
  - (B) Reason for cancellation or no-show:
    - 1. Client no-show;
    - 2. Requester no-show;
    - 3. LAP no-show;
    - 4. Requester cancelled;
    - 5. LAP cancelled;
- xi. Units billed;
- xii. Units paid;
- xiii. Tolls, fees, parking fees; and
- xiv. Total amount paid.
- (b) Over the Phone (OPI) and Video Remote Interpreting (VRI)
  - i. Job number (unique identifier);
  - ii. Administration;
  - iii. Requesters contact information:
    - (A) Phone number;
    - (B) Email; and
    - (C) Address (location of service);
  - iv. Date of request;
  - v. Appointments date;
  - vi. Appointment scheduled start and end time;
  - vii. Appointment actual start and end time;
  - viii. LAP unique identifier/name;
  - ix. Requested language;
  - x. Status of job (complete, unfilled, cancelled, no-show)
    - (A) Cancelled and no-show will identify the individual that cancelled the service or was a

## Special Terms and Conditions

no-show;

(B) Reason for cancellation or no-show:

1. Client no-show;
2. Requester no-show;
3. LAP no-show;
4. Requester cancelled;
5. LAP cancelled;

xi. Minutes billed;

xii. Minutes paid; and

xiii. Total amount paid.

(2) Customer Service Center Reports:

(a) Contractor will submit a monthly Customer Service Center summary report that identifies the following daily telephone data for regular business hours (Monday through Friday, 8:00am to 5:00pm)

- i. Total number of calls;
- ii. Total number on incomplete/abandoned calls;
- iii. Average speed of answers (by seconds);
- iv. Average call length;
- v. Average daily phone calls received;
- vi. Percent of calls answered within 60 seconds;
- vii. Number of completed calls; and
- viii. The amount of time the telephone system was inoperable in excess of one hour per incident.

(3) Contractor will submit a monthly Data Report for IPI, OPI and VRI service appointments that identifies:

- (a) Unique job ID/number;
- (b) Administration;
- (c) Authorized requesters name;
- (d) Authorized requesters location;

## Special Terms and Conditions

- (e) Authorized requesters contact phone number;
- (f) Date and time of request;
- (g) Job status;
- (h) Type of service;
- (i) Filled date and time;
- (j) Job location address;
- (k) LAP unique identifier/name;
- (l) Language;
- (m) Service type;
- (n) Date of service;
- (o) Start and end time;
- (p) Number of units/minutes billed;
- (q) Paid amount; and
- (r) Date paid to LAP.

### (4) Annual and Quarterly Reports

- (a) Bidder will be required to submit an annual Quality Assurance Report, that must include:
  - i. Methods for monitoring, tracking and assessing the quality of services provided under this contract.
  - ii. How the Contractor will identify and resolve issues related to LAP quality and/or performance.
  - iii. How the Requester or client-initiated concerns and/or complaints are processed.
- (b) Bidder will be required to submit a quarterly Outreach Activities Report (OAR) that summarizes the following outreach activities:
  - i. Name of organization;
  - ii. Location of outreach activities;
  - iii. Date of outreach;
  - iv. Description of outreach activities;
  - v. Languages; and
  - vi. List of attendees.

## Special Terms and Conditions

(c) Contractor will submit a quarterly Summary Report including the following:

- i. Unique job identified/job number;
- ii. Requesters name;
- iii. Requesters location;
- iv. Authorized requesters contact phone number;
- v. Date and time of request;
- vi. Job status;
- vii. Filled date and time;
- viii. LAP unique identifier/name;
- ix. Interpreter unique identifier/name;
  - (A) Language;
  - (B) Type of service;
  - (C) Service modality, and
  - (D) Paid amount.

(d) Bidder will submit a quarterly Issue Report to identify the following:

- i. Events that occurred during the quarter that impacted the requirements of the Contract and actions taken;
- ii. Barriers, issues that or other impacts to the Contract or DSHS requests;
- iii. Documented changes in the number of LAPs participating under this Contract;
- iv. Assumptions for declining numbers or rates or pre-scheduled appointments by type of service.

(5) CBA Monthly Reports.

(a) Bidder must submit the monthly reports required by CBA Article 12 to both DSHS and the Union.

(6) Tracking and Reporting Fill Rate.

(a) The contractor must track and report the quarterly fill rates for all IPI, OPI and VRI for all requests for the following languages:

- i. Amharic
- ii. Arabic

## Special Terms and Conditions

- iii. Cambodian
  - iv. Chinese
  - v. Lao
  - vi. Punjabi
  - vii. Persian
  - viii. Russian
  - ix. Somali
  - x. Spanish
  - xi. Ukrainian
  - xii. Vietnamese
- c. Fill rate.
- (1) For the first six months, Contractor must capture baseline, then quarterly must meet a 85% fill rate for In-person, 90% fill rate for OPI/VRI. An appointment shall be deemed filled when an appointment is scheduled and completed by an LAP as requested, excluding cancellations by DSHS.
- d. Contractor must ensure that all LAPs providing services pursuant to the Contract meet the following requirements:
- (1) The LAP has a valid tax registration number;
  - (2) The LAP has signed and agreed to comply with the DSHS Code of Professional Conduct ([WAC 388-03-050](#)).
  - (3) The LAP has signed a sub-contracting agreement containing the same HIPAA compliance terms set forth by the General Terms and Conditions of this Contract;
  - (4) The LAP has met the immunization requirements for IPI appointments;
  - (5) The LAP has passed a background check.
- e. Contractor shall ensure block appointments are scheduled and completed according to DSHS procedures. Contractor shall provide a log for each Block Appointment scheduled by DSHS using the Contractor's solution. Such logs shall list the information below and must be provided to DSHS upon request:
- (1) DSHS worker;
  - (2) Name of each client;
  - (3) Type of service;

## Special Terms and Conditions

- (4) Start and end time for each client;
- (5) Start and end time of the Block appointment; and
- (6) Modality used.

- f. Contractor shall maintain a list of current employees assigned to the performance of this Contract, including employees' names, titles, supervisory relationships, and in an organizational chart format, and must provide the list to DSHS upon request.
- g. For any planned maintenance outage of one (1) hour or more in duration, Contractor shall provide one (1) business day's direct notification, by email or telephone, to the DSHS Contract Manager. Contractor shall directly notify the DSHS, upon discovery of any unscheduled Outage or system problem not previously reported by DSHS. Contractor shall provide periodic status reports to the Contract Manager during the duration of an unscheduled Outage or system problem. Intervals for status reporting shall not exceed sixty (60) minutes.
- h. Prior to making Data available to its staff and subcontractors, Contractor shall notify all such staff and subcontractors of the Use and Disclosure requirements in accordance with the Data Security and HIPAA compliance obligations herein. All staff and subcontractors accessing Data shall then sign a statement, Exhibit A of this Contract, incorporated herein and attached hereto, in which they agree to adhere to the Use and Disclosure requirements, and a list of such staff and their statements, with their signatures, shall be updated as necessary and submitted to the DSHS Contact and /or designee(s) upon request.
- i. The Contractors and its employees, volunteers, and board shall have no legal affiliations or connection to any subcontractor over which they have control or from whom they directly or indirectly benefit.
- j. DSHS reserves the right to initiate and schedule monthly or more frequent meetings with the Contractor regarding the operation, challenges, or issues DSHS is experiencing using the Contractor's Scheduling and Coordinating Solution. Contractor agrees to attend all such meetings, provided that such meetings occur during standard business hours (between 8:00 AM to 5:00 PM Pacific Time (PT)) and that such places may include a virtual setting.

**4. Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum administrative rate of \$2,000,000, including any and all expenses, and shall be based on the following:

**5. Billing and Payment.**

- a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to DSHS by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

## Special Terms and Conditions

### 6. Proof of Immunization and Additional Required Documentation.

- a. Contractor shall maintain the proof of immunization status records and other health related actions as determined by the state of Washington Department of Health.
- b. Contractor shall maintain the proof of immunization status records set forth below ONLY for LAPs providing In-person interpreter services at the following DSHS facilities: Child Study and Treatment Center, Eastern State Hospital, Western State Hospital, Special Commitment Center, Maple Lane Competency Restoration Program, and Fort Steilacoom Competency Restoration Program. Subject to the foregoing criteria, the records are as follow:
  - (1) Current season COVID-19 vaccine as determined by the Washington State Department of Health (DOH).
  - (2) Current season influenza vaccine as determined by the DOH; provided, however, no influenza vaccine shall be required outside of influenza season, which begins November 30<sup>th</sup> of each year, unless DOH issues notice of a flu pandemic prior to the start of flu season. The flu season shall end at the time when declared as such by DOH;
  - (3) Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one month apart, on or after the LAP's first (1<sup>st</sup>) birthday or proof of immunity, or proof of:
    - (a) Rubella vaccine; and,
    - (b) Rubeola vaccine; and,
    - (c) Mumps vaccine.
  - (4) Varicella vaccine, two (2) doses, four to eight (8) weeks apart or proof of immunity;
  - (5) Tdap (Tetanus, Diphtheria, and Pertussis);
    - (a) One (1) dose on or after age 11, TD (Tetanus and Diphtheria); and
    - (b) One (1) dose of Td every ten years after; or
    - (c) Proof of immunity; or
    - (d) One (1) dose on or after age 11, Td (Tetanus and Diphtheria); and
    - (e) Diphtheria vaccine; and
    - (f) Pertussis vaccination.
  - (6) Tuberculosis (TB) screening. Acceptable forms of documentation for annual TB screening are as follows:
    - (a) TB skin testing; or
    - (b) QuantiFERON; or
    - (c) T-Spot lab test.

## Special Terms and Conditions

- c. In the event an LAP tests positive for TB, Contractor shall obtain from the LAP and maintain the documents below prior to the LAP providing the services pursuant to this section:
  - (1) One negative chest x-ray as soon as possible after the initial test; and
  - (2) Annual symptoms checklist completed and signed by the LAP's primary care provider.
- d. For all LAPs providing services pursuant to this Contract, Contractor shall maintain a copy of the completion and results of each background check conducted for such LAPs when applicable.

### 7. Contractor Timeframe and Response Requirements.

- a. The Contractor must:
  - (1) Process web-based requests for Interpreter Services Sunday through Saturday;
  - (2) Twenty- four (24) hours a day, seven (7) days a week;
  - (3) And must post requests to the web-based application within one business day for all DSHS jobs.
- b. Requests received outside the web-based application or bulk upload, will be accepted twenty-four (24) hours a day, seven (7) days a week, but may not be processed until the next business day. Urgent requests will be processed no later than the next business day, and non-urgent jobs will be processed within three business days. DSHS may approve an exception if extreme volumes occur. Exceptions must be submitted to DSHS for written approval.
- c. Contractor must provide real time updates on the status of requests to include whether they:
  - (1) Have been filled;
  - (2) Are pending to be filled, including how long it has been pending;
  - (3) Have been returned by the LAP, including when it was returned;
  - (4) Have been cancelled by the Requester; including when it was cancelled; and/or
  - (5) Other status as needed.
- d. Unless requested in writing from DSHS program staff, the Contractor must respond to DSHS by close of business within the below deadlines.
  - (1) Five business days for:
    - (a) Written requests for information.
    - (b) Requested reports.
    - (c) Changes and edits for material and programming proposals.
    - (d) Additional requests as documented in writing by the DSHS program staff.
    - (e) Corrective Action Plans (CAPs).

## Special Terms and Conditions

- (2) One business day or nine business hours for:
  - (a) Initial responses to Complaints reported;
  - (b) Initial notification of accidents or incidents affecting the health and safety, as outline in the code of ethics, of DSHS Customers;
  - (c) Requests for information during established legislative session; and
  - (d) Requests for information during Collective Bargaining session.
- (3) Immediately for all:
  - (a) Website or web-based application complications including:
    - i. Inability for Requesters or LAPs to access the web-based application; and
    - ii. Mainframe system failure.

**8. Service Delivery.** DSHS may request service enhancements within the general scope of the Contract consisting of new functions, tools, applications, and other features not currently supported by the Contractor's Solution. If DSHS desires to request such changes, it shall submit a written request to the Contractor. Within ten (10) business days after its receipt of any such request, Contractor shall submit a detailed proposal to DSHS stating:

- a. The increase or decrease, if any, in the costs set forth herein that would result from such change; and,
- b. The effect, if any, on the provision of services set forth herein that would result from such change.

DSHS shall have five (5) business days from receipt of the Contractor's detailed proposal to accept or reject in writing the Contractors proposal in relation to the requested change. If DSHS agrees with the Contractor's proposal, DSHS and the Contractor shall execute a new Amendment reflecting the requested changes and proposed adjustments. In the event DSHS disagrees with the Contractor's proposal, DSHS shall promptly notify the Contractor, following which the parties shall negotiate in good faith a solution which is satisfactory to both DSHS and Contractor.

**9. Contract Monitoring.** The Contractor shall be subject to monitoring and evaluation requirements to ensure compliance with the terms and conditions of this Contract, The Contractors performance may be evaluated by DSHS quarterly or more often at DSHS sole discretion. All records requested by DSHS required to perform such monitoring shall be made available to the DSHS Contact and/or designee by the Contractor. Such records shall include, but not be limited to the Contractor's:

- a. Incident Response Process;
- b. Quality Assurance Plan; and
- c. Process and Procedure document(s).

All reports and documents submitted by the Contractor may be utilized as part of the evaluation of Contractor's performance hereunder.

Upon DSHS request, Contractor agrees to modify the Quality Assurance Plan in accordance with

## Special Terms and Conditions

DSHS standards, and in the format required by DSHS.

10. **Collective Bargaining Agreement.** By signing this Contract, Contractor acknowledges that DSHS is subject to the provisions of the WFSE CBA LAP and agrees to ensure that all Interpreter Service appointments subject to CBA terms, regardless of the Modality used, are provided in accordance with such terms. Contractor acknowledges that CBA is updated every two years and contractor is subject to changes outlined in continuing CBA updates.
11. **Corrective Action Plan.** If, at any time, DSHS determines that the Contractor is deficient in the performance of its obligations under the Contract, the Contractor shall submit a corrective action plan that is designed to correct the deficiency. Contractor shall submit the corrective action plan to DSHS within fifteen (15) days upon the Contractor receiving written notification from DSHS that a corrective action plan is required. DSHS may require modifications to the corrective action plan based on its judgement as to whether the corrective action will correct the deficiency. The Contractor shall correct the deficiency within fifteen (15) days of submission of the corrective action plan and receiving written approval of the plan from DSHS. In the event the Contractor does not correct the deficiency within the time specified by the foregoing, DSHS may hold back payments owed to the Contractor by DSHS. Payments may be withheld until DSHS is reasonably assured that the Contractor has corrected the deficiency. Upon such assurance, DSHS shall promptly pay to the Contractor all outstanding payment amounts withheld under this section. Contractor shall continue to provide services set forth in this contract.
12. **Insurance.**

The Contractor shall obtain and maintain for the duration of the Contract, at Contractor's expense, the following insurance coverages, and comply with the following insurance requirements.

a. **General Liability Insurance**

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

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

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with minimum limits of \$1,000,000 per occurrence; and \$2,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds;

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with minimum limits of \$1,000,000 per

## Special Terms and Conditions

occurrence; and \$2,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds:

or

Premises Liability Insurance if services are provided only at their recognized place of business, including coverage for bodily injury, property damage with minimum limits of \$1,000,000 per occurrence; and \$2,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

### c. Workers' Compensation

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

### d. Employees and Volunteers

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

### e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract. Failure of Subcontractors to comply with the insurance requirements in this Contract does not limit the Contractor's liability or responsibility.

### f. Separation of Insureds

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

### g. Insurers

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

### h. Evidence of Coverage

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

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

## Special Terms and Conditions

required by the Contract.

i. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal of any insurance policy required under this Contract. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation. Failure to provide notice as required may result in termination of the Contract.

j. Waiver of Subrogation

Contractor waives all rights of subrogation against DSHS for the recovery of damages to the extent such damages are or would be covered by insurance required under the Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not DSHS receives the waiver of subrogation endorsement from the insurer.

k. Coverage Limits

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits required in this Contract will be adequate to protect the Contractor. Such coverage and limits shall not limit the Contractor's liability in excess of the required coverage and limits, and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract.

l. Primary Coverage

All Contractor's insurance provided in compliance with this Contract shall be primary and shall not seek contribution from insurance or self-insurance programs afforded to or maintained by the State. Insurance or self-insurance programs afforded to or maintained by the State shall be in excess of, and shall not contribute with, insurance required of the Contractor and Subcontractors under this Contract.

m. Waiver

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

n. Liability Cap

Any limitation of liability or liability cap set forth in this Contract shall not preclude DSHS from claiming under any insurance maintained by the Contractor pursuant to this Contract, up to the policy limits.

o. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an additional insured.

## Special Terms and Conditions

p. Professional Liability (errors & omissions)

The Contractor shall maintain insurance of at least \$1,000,000 per occurrence, \$2,000,000 General Aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use, and damages because of negligent acts, errors, and omissions in any way related to this contract.

q. Technology Professional Liability (errors and omissions)

The Contractor shall maintain Technology Professional Liability (errors and omissions) insurance, to include coverage of claims involving infringement of intellectual property. This shall include but is not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, network security, regulatory defense (including fines and penalties), and notification costs. The coverage limits must be at least \$1,000,000 per covered claim without sublimit, and \$2,000,000 annual aggregate.

r. Crime and Employee Dishonesty

The Contractor shall maintain Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverages for property owned by the State of Washington in the care, custody, and control of Contractor, to include electronic theft and fraud protection. The coverage limits must be at least \$1,000,000 per covered claim without sublimit, \$2,000,000 annual aggregate.

s. Cyber Risk Liability Insurance

The Contractor shall maintain coverage for Cyber Risk Liability, including information theft, computer and data loss replacement or restoration, release of private information, alteration of electronic information, notification costs, credit monitoring, forensic investigation, cyber extortion, regulatory defense (including fines and penalties), network security, and liability to third parties from failure(s) of contractor to handle, manage, store, and control personally identifiable information belonging to others. The policy must include full prior acts coverage. The coverage limits must be at least \$1,000,000 per covered claim without sublimit, \$2,000,000 annual aggregate.

## Special Terms and Conditions

### Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
  - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
  - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
  - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
  - e. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
  - f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
  - g. “FedRAMP” means the Federal Risk and Authorization Management Program (see [www.fedramp.gov](http://www.fedramp.gov)), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
  - h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

## Special Terms and Conditions

- i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
  - j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
  - k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
  - l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
  - m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
  - n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
  - o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:
- a. A documented security policy governing the secure use of its computer network and systems, and

## Special Terms and Conditions

which defines sanctions that may be applied to Contractor staff for violating that policy.

- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

**4. Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
  - (1) Upon suspected compromise of the user credentials.
  - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
  - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
  - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
  - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
  - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
  - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

## Special Terms and Conditions

- (1) Ensuring mitigations applied to the system don't allow end-user modification.
  - (2) Not allowing the use of dial-up connections.
  - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
  - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
  - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
  - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
- (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
  - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
  - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.
  - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
  - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

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

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has

## Special Terms and Conditions

authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data.
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

## Special Terms and Conditions

- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
  - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
    - i. Keeping them in a Secure Area when not in use,
    - ii. Using check-in/check-out procedures when they are shared, and
    - iii. Taking frequent inventories.
  - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- h. Data stored for backup purposes.**
- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
  - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
    - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
    - (b) The Data will be Encrypted while within the Contractor network.
    - (c) The Data will remain Encrypted during transmission to the Cloud.
    - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
    - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

## Special Terms and Conditions

- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
- (b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

**6. System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

**7. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
  - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
  - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
  - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
  - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
  - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

## Special Terms and Conditions

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

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

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

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

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

## EXHIBIT B

### **Block-Time Scheduled Interpreter Appointment Guidelines Department of Social and Health Services (DSHS) and Department of Children, Youth, & Families (DCYF)**

DSHS/DCYF field offices scheduling block-time interpreters and the Interpreter Service Coordinating Entity(s) shall utilize the following guidelines to ensure the appropriate and efficient use of interpreters.

#### **Definition:**

Block-time scheduled interpreter appointments are appointments scheduled for a specific time, rather than for a specific client. These appointments are scheduled for 2 to 8 hours per day, and are scheduled for one or multiple days of the week to meet the various interpreting needs of an office.

#### **Block-Time Schedule - INTERPRETER RESPONSIBILITIES:**

##### Primary

- Provide interpreter (verbal) services in the following settings:
  - Scheduled limited English proficient (LEP) client appointments.
  - Walk-in services provided to LEP clients at the front desk.
  - Telephone calls between a worker and LEP client.
  - Documents needing to be interpreted (“sight translated”) to determine and/or explain the content of the document to the monolingual person (staff or client) needing this information.
  - Accompany Social Service providers to off-site locations to assist with interpretation need in a client’s home or in the community.

##### Secondary

- Provide translation (written) services in the following settings:
    - Documents generated during an interview interpreted by the block-time scheduled interpreter.
    - Documents/text with the following characteristics:
      - Fill-in text needed to complete a department form.
      - Text of 100 words or less for other types of documents (e.g., note from a client, ACES letter free-form text, etc.).
- Please note the following regarding translation services:
- *Interpreters need only to be certified as a Social Services Interpreter to be eligible to provide the translation services outlined above (i.e., translator certification is not a requirement for performing these responsibilities).*
  - *Interpreters should not be asked to perform translation of legal or contract related materials that are considered complicated or technical in nature.*
  - *25% or less of an interpreter’s time can be spent performing translation services during a block-time scheduled appointment.*
- Provide other language related tasks as needed (e.g., taking non-English phone messages from voice mail).

When not providing any of the services mentioned above (i.e., during downtime), the interpreter shall remain in the designated “interpreter area” until their services are needed. Interpreters shall refrain from walking around the office and socializing with staff or clients during periods of downtime.

When in a Community Service Office (CSO) interpreters are required to complete and sign the Block Time Scheduled Interpreter log for each block time scheduled assignment and leave it with the CSO worker. A blank log is at the end of this document. DCYF offices may have a different system or utilize a different log.

### **Block-Time Schedule – DSHS/DCYF STAFF CONSIDERATIONS/RESPONSIBILITIES:**

DSHS/DCYF staff shall maintain an appropriate employee/contractor relationship with interpreters. Please note:

- Field offices shall submit requests for block-time interpreters at least two weeks prior to the block-time appointment (when possible) and may submit requests for up to 3 months of appointments at the time of request.
- Field office staff should inform the interpreter, as soon as they know, if they will need to attend out of office appointments for clients during the scheduled day.
- Interpreters must **not** be asked to perform any of the following tasks in the office:
  - Answer phone calls and/or respond to general phone inquiries.
  - Provide other clerical functions (e.g., copying, filing, faxing).
  - Have unsupervised contact with a client. An employee should be present anytime the interpreter has contact with a client.
  - Any other non-language assistance related tasks.
- Interpreters are **not** allowed to use state resources (i.e., computers {including email}, telephones or any other DSHS/DCYF equipment or supplies) for personal use. This includes using state resources to communicate with the Interpreter Service Coordinating Entity(s).
- Interpreters are permitted to have cell phones while at a field office, however, the ringer shall be muted and use of the cell phone shall be limited to emergencies and occasional, brief conversations with the Interpreter Service Coordinating Entity. Interpreters are prohibited from conducting any outside business and using their cell phone for things unrelated to their work at the field office, including interpreting over-the-phone.
- Block-time scheduled interpreters are **not** entitled to, nor should they be encouraged to, take formal breaks outside of the time they have off for lunch. The amount of time off for lunch is determined by the requesting office, and **must be identified at the time of request**. This time is **not** reimbursable. For each block time scheduled interpreter assignment, the time taken off for lunch must be documented on the CSO Block Time Scheduled Interpreter Log.
- To assist with ensuring block-time scheduled appointments are being used efficiently and appropriately, DSHS field offices shall ask interpreters to maintain a log of services they provide during the block-time. A blank log is at the end of this document. **DSHS Offices are required to use the Block Time Scheduled Interpreter log for all block-time scheduled appointments.** The retention schedule for the Block Time Scheduled Interpreter log is 2 years from the month of service. The Block Time Scheduled Interpreter log for DSHS offices will be submitted to the LAP manager on a weekly basis. If it is determined that an interpreter is experiencing a lot of downtime and/or providing a significant amount of translation services, the block scheduled time shall be adjusted accordingly.
- The interpreter services contract is between DSHS/DCYF and the Interpreter Service Coordinating Entity(s). Interpreters are prohibited from working directly with field offices to create or change interpreter appointment schedules. Field offices shall work directly with the Interpreter Service Coordinating Entity(s) to schedule interpreter appointments. The Interpreter Service Coordinating Entity is responsible for communicating appointment schedules to interpreters. Interpreters that approach field office staff with concerns regarding the block-time schedule or any other issue will be referred back to the Interpreter Service Coordinating Entity. Services performed from scheduling done between field staff and an interpreter, are **not** reimbursable under the Interpreter Service Coordinating Entity contract.
- Field offices shall immediately report to the Interpreter Service Coordinating Entity any interpreter behavior that is, or appears to be, inconsistent with the guidelines outlined in this document and with their expected role as a contracted interpreter. Additional information regarding the role and expectations of interpreters is attached. ([WAC 388.03.050 - Code of Professional Conduct](#))

### **Block-Time Schedule – INTERPRETER SERVICE COORDINATING ENTITY(S) RESPONSIBILITIES:**

- 1) The Interpreter Service Coordinating Entity(s) will establish a pool of authorized block-time interpreters using the following standards. ESA and DCYF block-time schedule interpreters shall:
  - A.) Be certified/authorized as a DSHS Social Services interpreter;
  - B.) For a 6-month period prior to the appointment date, have no confirmed instances of serious Code of Professional Conduct violations, including if interpreter had 2 or more confirmed instances of unexcused interpreter “no-shows” within six (6) months, while providing services for the Interpreter Service Coordinating Entity scheduled encounters system wide.
    - o New Interpreter Service Coordinating Entity(s) will use data from the effective date of contract.

The Interpreter Service Coordinating Entity(s) may request an exception to these block-time interpreter qualification standards, if there is no interpreter available who meet all of the qualification standards. The request must be submitted in writing (email) to the appropriate DSHS/DCYF LAP Manager within five (5) business days of the block-time appointment. The DSHS/DCYF LAP Manager will respond with an approval or denial of the request in writing within three (3) business days of block-time appointment.

Each contracted, the Interpreter Service Coordinating Entity(s) will ensure that interpreters do not exceed 1000 hours at any one (ie: DSHS CSOs or DCYF office) per calendar year. Coordinating Entity(s) will need to restrict the interpreter from accepting future block appointments.

The Interpreter Service Coordinating Entity will provide a copy of these guidelines to interpreters who are authorized to work block-time scheduled appointments.

**Any serious violation of these guidelines or the Code of Professional Conduct may result in disqualification of the interpreter as a block-time schedule interpreter for a minimum of one year. DSHS/DCYF will review the violation or conduct and determine the outcome and notify coordinating entity(s).**

## Code of Professional Conduct

### 1. Accuracy

Interpreters/translators shall always thoroughly and faithfully render the source language message, omitting or adding nothing, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message.

### 2. Cultural Sensitivity – Courtesy

Interpreters/translators shall be culturally sensitive, and respectful of the individuals they serve.

### 3. Confidentiality

Interpreters/translators shall not divulge any information obtained through their assignments, including but not limited to, information gained through access to documents or other written materials.

### 4. Disclosure

Interpreters/translators shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when that information is not privileged by law to be confidential.

### 5. Proficiency

Interpreters/translators shall meet the minimum proficiency standard set by DSHS.

### 6. Compensation

The fee schedule agreed to between the contracted language services providers and the department shall be the maximum compensation accepted. Interpreters/translators shall not accept additional money, considerations, or favors for services reimbursed by the department. Interpreters/translators shall not use for private or others' gain or advantage; the department's time or facilities, equipment or supplies, nor shall they use or attempt to use their position to secure privileges or exemptions.

### 7. Non-discrimination

Interpreters/translators shall always be neutral, impartial and unbiased. Interpreters/ translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status, or religious, political, or sexual orientation. If interpreters/translators are unable to ethically perform in a given situation, the interpreters/translators shall refuse or withdraw from the assignment without threat or retaliation.

### 8. Self-evaluation

Interpreters/translators shall accurately and completely represent their certifications, training, and experience.

**9. Conflict of Interest**

Interpreters/translators shall disclose any real or perceived conflict of interest. As an example, providing interpreter/translation services for family members or friends may violate the individual's right to confidentiality, constitute a conflict of interest, or violate a DSHS contract or subcontract.

**10. Professional Demeanor**

Interpreters/translators shall be punctual, prepared, and dressed in a manner appropriate, and not distracting, for the situation.

**11. Scope of Practice**

Interpreters/translators shall not counsel, refer, give advice, or express personal opinions to individuals for whom they are interpreting/translating, or engage in any other activities that may be construed to constitute a service other than interpreting/translating. Interpreters are prohibited from having unsupervised access to clients, including but not limited to phoning clients directly, other than at the request of a DSHS employee or DSHS-contracted service provider (e.g., medical provider). Interpreters are also prohibited from marketing their interpreter services to clients, including but not limited to, arranging services or appointments for clients in order to create business for themselves. Additionally, interpreters shall not transport DSHS clients for any DSHS business, including social service or medical appointments.

**12. Reporting Obstacles to Practice**

Interpreters/translators shall assess at all times their ability to interpret/translate. Should interpreters/translators have any reservations about their competency, they must immediately notify the parties and offer to withdraw without threat of retaliation.

**13. Ethical Violations**

Interpreters/translators shall immediately withdraw from encounters they perceive as violations of this Code. Any violation of the Code of Professional Conduct may result in termination of the contract and/or prohibition from serving DSHS clients.

**14. Professional Development**

Interpreters/translators are encouraged to develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.

